



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Vice Chairman, District II

Nelson Davis
Supervisor, District III

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

November 2, 2021
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
November 2, 2021**

1. Discussion and possible approval of the Governor's Office of Highway Safety Grant, effective October 1, 2021 through September 30, 2022 in the amount of \$10,500. This grant helps to purchase car seats and provide education for proper installation. This was budgeted for in FY22.
2. Discussion and possible approval to fill the vacant Program Coordinator II position within the salary range. This position is grant funded and will not increase the FY22 budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
November 2, 2021**

1. District II: Recognition of the retirement of Raymond Tsosie and Arthur Begay.

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 5, 2021 and November 2, 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 October 5, 2021 and October 13, 2021.
- *C. Request approval of a resolution regarding legislative support of the Ganado Loop Project.

Emergency Management:

- *D. Request approval to extension to the WFHF 18-202 grant to December 31, 2021.
 - *E. Request approval to make Brian Hounshell the Applicant Agent for Public Assistance until further notice.
3. County Manager: Discussion and possible approval of a Liquor License Application recommendation for Kimberly Moya, Covington Wines located at 93 County Road, Greer, Arizona.
4. Superior Court: Discussion and possible approval to appoint Judge Butch Gunnels as a temporary Justice of the Peace of the Chinle Justice Court.
5. Superior Court: Discussion and possible approval to vacate the Superior Court Clerk (Range 27) and create a Court and Legacy Teen Center, Education Coordinator (Range 44). The salary will be split between the Superior Court's budget and the Legacy Teen Center's budget and will not increase either previously approved budgets.
6. Probation Services: Discussion and possible approval to create a Chief of Staff position (Range 57). This position will be paid from State funding and will have no impact on the general fund.
7. Probation Services: Discussion and possible approval to create a Lead Probation Officer position (Range 51). This position will be paid from State funding and will have no impact on the general fund.
8. Sheriff's Office: Discussion and possible approval of the Governor's Office of Highway Safety STEP Enforcement Overtime grant in the amount of \$5,000 and the DUI/Impaired Driving Enforcement and Related Materials and Supplies grant in the amount of \$3,200.

9. Engineering Department: Discussion and possible approval to purchase three (3) backhoes for District III from Empire Machinery using Omnia Cooperative (City of Tucson) Contract #161534 for a total cost of \$403,002 using CARES Act funds.
10. Finance Department: Discussion and possible approval of an amendment to Contract #122-21 between the Arizona Department of Housing and Apache County. This amendment is an eight (8) month extension of the contract to allow the County to continue the Mellon Community Center project through August 30, 2022.
11. County Attorney's Office: Discussion and possible approval to enter into a contract for administrative services with John Robertson regarding Prosecutor by Karpel software, assist with various grants through the Arizona Criminal Justice Commission, Administrative Office of the Courts and other Federal and State agencies, and other administrative services as required.
12. County Attorney's Office: Discussion of possible approval to reorganize attorney positions. This will not affect the overall budget.
13. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

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

Posted this 28th day of October 2021 @ 1:15 p.m. by 



Ryan N. Patterson
Clerk of the Board

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: 10/14/2021

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 Governor's Office of Highway Safety Grant effective 10/01/2021 through 09/30/2022 in the amount of \$10,500. This grant helps purchase car seats and provide education for proper installation. This was budgeted for FY22.

BOS Meeting Date Requested 11/02/2021

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



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Heath Director Preston Raban
Apache County Public Health
PO Box 697
St. Johns, Arizona 85936

PROJECT REFERENCE:

Contract Number: 2022-OP-001
Total Estimated Costs: \$10,500.00
Purpose of Project: Occupant Protection Related
Materials and Supplies- Child Safety Seats

Dear Heath Director Raban:

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

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-16-2021
Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

FAIN: 69A37522300004020AZ0

Assistance Listings: 20.600

1.	APPLICANT AGENCY Apache County Public Health Services	GOHS CONTRACT NUMBER: 2022-OP-001
	ADDRESS PO Box 697, St. Johns, AZ 85936	PROGRAM AREA: 402-OP
2.	GOVERNMENTAL UNIT N/A	AGENCY CONTACT: Monica Orona
	ADDRESS	3. PROJECT TITLE: Occupant Protection Related Materials and Supplies- Child Safety Seats
4.	GUIDELINES: 402-Occupant Protection (OP)	
5.	BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout Apache and Navajo County.	
6.	BUDGET	Project Period
	COST CATEGORY	FFY 2022
I.	Personnel Services	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$10,500.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$10,500.00
PROJECT PERIOD		FROM: Effective Date (Date of GOHS Director Signature)
		TO: 09-30-2022
CURRENT GRANT PERIOD		FROM: 10-01-2021
		TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,500.00		

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Organization Size: 80

Total Population in city/town or county served: 182,435

County Served: Apache and Navajo

Agency Problem/Attempts to Solve Problem:

The programs offered through Apache County Public Health Services are limited due to funding opportunities. Apache County Public Health works diligently to provide car seat education and proper car seats to all members of the community in need. Apache County is ranked the poorest county, 35.9% of individuals live at or below the federal poverty level. Often, due to their person finances, families are forced to purchase used unsafe car seats that may be expired or have been in an accident. This is an ongoing problem for families in both Southern and Northern Apache County.

Apache County Public Health would like to continue the distribution of car seats through funding of this proposal. Funding would supplement existing programs that distribute to families that need car seats to properly transport the children. According to ADOT (Arizona Motor Vehicle Crash Facts 2019) Apache County had 421 total car accidents, 27 in which were fatal, and 116 injuries were reported. Funds from the grant proposal would allow Apache County to purchase car seats and distribute them during car seat events, classes, and National Passenger Safety Week 2021.

Agency Funding:

Federal 402 funds will support Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout Apache and Navajo County.

How Agency Will Solve Problem with Funding:

Apache County has several ways to provide to the communities. The two site based clinics where they can provide car seats. Families are welcome to walk-in or schedule an appointment with a car seat technician. They also have car seat check events that they put on in both St. Johns and Eagar. This helps them ensure they get in touch with families in all different aspects to ensure car seat safety. Apache County also has a home visit program that targets pregnant women and children up to the age of two (2).

PROJECT MEASURES:

Contract Objectives:

1. By 9/30/22, 150 families will receive car seat education, as determined by car seat check log.
2. By 9/30/22, Apache County will host 4 car seat check events in the communities.
3. By 9/30/22, 40 rear facing only car seats will be provided to pregnant women enrolled in a home visitation program.

GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout Apache and Navajo County.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

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

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

METHOD OF PROCEDURE:

The Apache County Public Health Services will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: Child Safety Seats

PRESS RELEASE:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2 nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3 rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4 th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Preston Raban, Health Director, Apache County Public Health Services, shall serve as Project Director.

Monica Orona, Program Director, Apache County Public Health Services, shall serve as Project Administrator.

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

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Child Safety Seats	\$10,500.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$10,500.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Public Health Services shall absorb any and all expenditures in excess of \$10,500.00.

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

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

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

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Kimberly Penrod
Title: Adm. Coord
Telephone Number: 928-337-7694 Fax Number: _____
E-mail Address: kpenrod@co.apache.az.us

2. Agency's Fiscal Contact:

Name: Kimberly Penrod
Title: Adm. Coord.
Telephone Number: 928 337-7694 Fax Number: _____
E-mail Address: kpenrod@co.apache.az.us
Federal Identification Number: 86-6000383

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Apache County Public Health

Warrant/Check to be mailed to:

Apache County Public Health
(Agency)

PO Box 697
(Address)

St. Johns, Az 85936
(City, State, Zip Code)

4. **Unique Entity Identifier:**

082897786
(Unique Entity Identifier)

75 W Cleveland, St. Johns Az 85936
(Registered Address & Zip Code)

Restriction on State Lobbying

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

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

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

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

Signature of Project Director:

Stephanie McCarthy, Interim Health Director
Apache County Public Health Services

***Signature of Authorized Official of
Governmental Unit:***

N/A

Date

Telephone

Date

Telephone

23

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 authorization to fill the vacant Program Coordinator II position within the salary range. This position is grant funded and will not impact the FY22 budget.

BOS Meeting Date Requested: November 2, 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)

District II

Date/Signature: _____

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

District II: Recognition of the retirement of Raymond Tsosie and Arthur Begay.
BOS Meeting Date Requested 11/2/21

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 _____

Beth Bond

From: Bernice Begay
Sent: Tuesday, October 19, 2021 11:55 AM
To: Beth Bond
Subject: message

Good Afternoon Beth,

This is Bernice with District 2. Per Supervisor Shepherd's request he indicated to add to the next BOS agenda for Recognition & Presentation. Raymond Tsosie and Arthur Begay had retired from District 2 since October 2, 2021. Thank you. Bernice

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

(Revised 2/2015)

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

Finance

Date/Signature: SL CAO 10/28/21

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 October 5, 2021 and November 2, 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 11/2/21

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	1100264	10/05/2021	Accounts Payable	RYAN N PATTERSON	304.24
Open	NBAZ - Warrant Clearing Account	Check	1100265	10/05/2021	Accounts Payable	RYAN N PATTERSON	267.98
Open	NBAZ - Warrant Clearing Account	Check	1100266	10/05/2021	Accounts Payable	RYAN N PATTERSON	43.53
Open	NBAZ - Warrant Clearing Account	Check	1100267	10/05/2021	Accounts Payable	ALTON JOE SHEPHERD	804.14
Open	NBAZ - Warrant Clearing Account	Check	1100268	10/05/2021	Accounts Payable	JOE SHIRLEY JR	624.36
Open	NBAZ - Warrant Clearing Account	Check	1100269	10/05/2021	Accounts Payable	ADVERTISING IDEAS	494.19
Open	NBAZ - Warrant Clearing Account	Check	1100270	10/05/2021	Accounts Payable	ALLEGRA	31.00
Open	NBAZ - Warrant Clearing Account	Check	1100271	10/05/2021	Accounts Payable	ALSCO INC	345.66
Open	NBAZ - Warrant Clearing Account	Check	1100272	10/05/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,419.89
Open	NBAZ - Warrant Clearing Account	Check	1100273	10/05/2021	Accounts Payable	AMIGO CHEVROLET	1,005.67
Open	NBAZ - Warrant Clearing Account	Check	1100274	10/05/2021	Accounts Payable	APACHE COUNTY	184.98
Open	NBAZ - Warrant Clearing Account	Check	1100275	10/05/2021	Accounts Payable	ASHTONS REPAIR INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1100276	10/05/2021	Accounts Payable	AXON ENTERPRISE INC	41,227.60
Open	NBAZ - Warrant Clearing Account	Check	1100277	10/05/2021	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1100278	10/05/2021	Accounts Payable	AZ DEPT OF HEALTH SERVICES	365.00
Open	NBAZ - Warrant Clearing Account	Check	1100279	10/05/2021	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	2,158.99
Open	NBAZ - Warrant Clearing Account	Check	1100280	10/05/2021	Accounts Payable	AZ SUPREME COURT	279.00
Open	NBAZ - Warrant Clearing Account	Check	1100281	10/05/2021	Accounts Payable	AZ SUPREME COURT	3,151.92
Open	NBAZ - Warrant Clearing Account	Check	1100282	10/05/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	261.26
Open	NBAZ - Warrant Clearing Account	Check	1100283	10/05/2021	Accounts Payable	BERNICE BEGAY	418.00
Open	NBAZ - Warrant Clearing Account	Check	1100284	10/05/2021	Accounts Payable	TYLER BIA	118.00
Open	NBAZ - Warrant Clearing Account	Check	1100285	10/05/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	11.00
Open	NBAZ - Warrant Clearing Account	Check	1100286	10/05/2021	Accounts Payable	BLUE KNIGHT SECURITY LLC	2,925.00
Open	NBAZ - Warrant Clearing Account	Check	1100287	10/05/2021	Accounts Payable	BOB BARKER COMPANY INC	2,386.08
Open	NBAZ - Warrant Clearing Account	Check	1100288	10/05/2021	Accounts Payable	BOOT BARN	195.06
Open	NBAZ - Warrant Clearing Account	Check	1100289	10/05/2021	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1100290	10/05/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1100291	10/05/2021	Accounts Payable	WICHITAW R BUSBY	17.36
Open	NBAZ - Warrant Clearing Account	Check	1100292	10/05/2021	Accounts Payable	CDW GOVERNMENT LLC	122.02
Open	NBAZ - Warrant Clearing Account	Check	1100293	10/05/2021	Accounts Payable	CEDAR GROVE WATER CO	84.54
Open	NBAZ - Warrant Clearing Account	Check	1100294	10/05/2021	Accounts Payable	CELLULAR ONE NE AZ	571.42
Voided	NBAZ - Warrant Clearing Account	Check	1100295	10/05/2021	Accounts Payable	ELIZABETH RAE CERVERA	120.00
Open	NBAZ - Warrant Clearing Account	Check	1100296	10/05/2021	Accounts Payable	MAE CLARK	24.99
Open	NBAZ - Warrant Clearing Account	Check	1100297	10/05/2021	Accounts Payable	KIMBERLY LOUISE COLE	38.01
Open	NBAZ - Warrant Clearing Account	Check	1100298	10/05/2021	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	3,220.83
Open	NBAZ - Warrant Clearing Account	Check	1100299	10/05/2021	Accounts Payable	CONTRACT PHARMACY SERVICES INC	7,551.32
Open	NBAZ - Warrant Clearing Account	Check	1100300	10/05/2021	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1100301	10/05/2021	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	411.90
Open	NBAZ - Warrant Clearing Account	Check	1100302	10/05/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	2,278.82

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100303	10/05/2021	Accounts Payable	ROGER STUART CURTIS	1,066.08
Open	NBAZ - Warrant Clearing Account	Check	1100304	10/05/2021	Accounts Payable	RODGER DAHOZY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100305	10/05/2021	Accounts Payable	DESERT MOUNTAIN CORPORATION	26,797.40
Open	NBAZ - Warrant Clearing Account	Check	1100306	10/05/2021	Accounts Payable	DIRECTV LLC	88.24
Open	NBAZ - Warrant Clearing Account	Check	1100307	10/05/2021	Accounts Payable	DISH NETWORK	136.15
Open	NBAZ - Warrant Clearing Account	Check	1100308	10/05/2021	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	1,362.10
Open	NBAZ - Warrant Clearing Account	Check	1100309	10/05/2021	Accounts Payable	EMPIRE MACHINERY	2,143.86
Open	NBAZ - Warrant Clearing Account	Check	1100310	10/05/2021	Accounts Payable	FLEET PRIDE	75.59
Open	NBAZ - Warrant Clearing Account	Check	1100311	10/05/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	498.80
Open	NBAZ - Warrant Clearing Account	Check	1100312	10/05/2021	Accounts Payable	FRONTIER	171.30
Open	NBAZ - Warrant Clearing Account	Check	1100313	10/05/2021	Accounts Payable	FRONTIER	75.45
Open	NBAZ - Warrant Clearing Account	Check	1100314	10/05/2021	Accounts Payable	FUTURE TIRE	4,993.93
Open	NBAZ - Warrant Clearing Account	Check	1100315	10/05/2021	Accounts Payable	BARBARA J GOMEZ	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100316	10/05/2021	Accounts Payable	GRAINGER	93.99
Open	NBAZ - Warrant Clearing Account	Check	1100317	10/05/2021	Accounts Payable	DARYL GREER	98.93
Open	NBAZ - Warrant Clearing Account	Check	1100318	10/05/2021	Accounts Payable	MARSHA ANN GREGORY	30.16
Open	NBAZ - Warrant Clearing Account	Check	1100319	10/05/2021	Accounts Payable	RICHARD C GUINN	406.00
Open	NBAZ - Warrant Clearing Account	Check	1100320	10/05/2021	Accounts Payable	BUTCH GUNNELS	151.20
Open	NBAZ - Warrant Clearing Account	Check	1100321	10/05/2021	Accounts Payable	KLINT HEAP	1,365.49
Open	NBAZ - Warrant Clearing Account	Check	1100322	10/05/2021	Accounts Payable	HILL AZ GROCERY STORE	74.39
Open	NBAZ - Warrant Clearing Account	Check	1100323	10/05/2021	Accounts Payable	HILTON GARDEN INN PHX/TEMPE ASU RESEARCH PARK	4,429.85
Open	NBAZ - Warrant Clearing Account	Check	1100324	10/05/2021	Accounts Payable	TIMOTHY HINTON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100325	10/05/2021	Accounts Payable	HOME DEPOT	162.87
Open	NBAZ - Warrant Clearing Account	Check	1100326	10/05/2021	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	455.76
Open	NBAZ - Warrant Clearing Account	Check	1100327	10/05/2021	Accounts Payable	IDEMIA IDENTITY & SECURITY USA LLC	2,180.00
Open	NBAZ - Warrant Clearing Account	Check	1100328	10/05/2021	Accounts Payable	INGRAM LIBRARY SERVICES	530.10
Open	NBAZ - Warrant Clearing Account	Check	1100329	10/05/2021	Accounts Payable	INNOVATIVE UAS	25,713.78
Open	NBAZ - Warrant Clearing Account	Check	1100330	10/05/2021	Accounts Payable	LELAND C JAMES	418.00
Open	NBAZ - Warrant Clearing Account	Check	1100331	10/05/2021	Accounts Payable	DENNISE L JONES	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100332	10/05/2021	Accounts Payable	DAVID LAMM	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100333	10/05/2021	Accounts Payable	MICHAEL LATHAM	4,130.57
Open	NBAZ - Warrant Clearing Account	Check	1100334	10/05/2021	Accounts Payable	CHEYANNE CIARA LITTLEMAN	200.00
Open	NBAZ - Warrant Clearing Account	Check	1100335	10/05/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	325.00
Open	NBAZ - Warrant Clearing Account	Check	1100336	10/05/2021	Accounts Payable	ALANE M MOORE	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1100337	10/05/2021	Accounts Payable	JASON WAYNE MOORE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100338	10/05/2021	Accounts Payable	LAILAUNI J MOORE	159.99
Open	NBAZ - Warrant Clearing Account	Check	1100339	10/05/2021	Accounts Payable	NAPA	52.43
Open	NBAZ - Warrant Clearing Account	Check	1100340	10/05/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	563.88
Open	NBAZ - Warrant Clearing Account	Check	1100341	10/05/2021	Accounts Payable	NAVAJO WESTERNERS	95.97

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100342	10/05/2021	Accounts Payable	TEDDY MILES NEWMAN	150.00
Open	NBAZ - Warrant Clearing Account	Check	1100343	10/05/2021	Accounts Payable	FLORA NEZ	418.00
Open	NBAZ - Warrant Clearing Account	Check	1100344	10/05/2021	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	544.00
Open	NBAZ - Warrant Clearing Account	Check	1100345	10/05/2021	Accounts Payable	NORTHLAND PIONEER COLLEGE	47,023.99
Open	NBAZ - Warrant Clearing Account	Check	1100346	10/05/2021	Accounts Payable	ANTONY C NOTAH	966.00
Open	NBAZ - Warrant Clearing Account	Check	1100347	10/05/2021	Accounts Payable	OCLC INC	83.90
Open	NBAZ - Warrant Clearing Account	Check	1100348	10/05/2021	Accounts Payable	OFFICE DEPOT	124.61
Open	NBAZ - Warrant Clearing Account	Check	1100349	10/05/2021	Accounts Payable	ORIENTAL TRADING COMPANY	69.62
Open	NBAZ - Warrant Clearing Account	Check	1100350	10/05/2021	Accounts Payable	OVERDRIVE INC	138.59
Open	NBAZ - Warrant Clearing Account	Check	1100351	10/05/2021	Accounts Payable	DENNIELLE PATTERSON	150.00
Open	NBAZ - Warrant Clearing Account	Check	1100352	10/05/2021	Accounts Payable	JILL PATTERSON	52.36
Open	NBAZ - Warrant Clearing Account	Check	1100353	10/05/2021	Accounts Payable	DOUGLAS LANCE PEARCE	503.44
Open	NBAZ - Warrant Clearing Account	Check	1100354	10/05/2021	Accounts Payable	PERFECT PRINTZ LLC	5,028.38
Open	NBAZ - Warrant Clearing Account	Check	1100355	10/05/2021	Accounts Payable	RANDOLPH PLATT DDS	541.00
Open	NBAZ - Warrant Clearing Account	Check	1100356	10/05/2021	Accounts Payable	PRAXAIR DISTRIBUTION INC	120.34
Open	NBAZ - Warrant Clearing Account	Check	1100357	10/05/2021	Accounts Payable	QUILL CORP	4,853.04
Open	NBAZ - Warrant Clearing Account	Check	1100358	10/05/2021	Accounts Payable	R&S NORTHEAST LLC	170.89
Open	NBAZ - Warrant Clearing Account	Check	1100359	10/05/2021	Accounts Payable	REDW LLC	8,692.50
Open	NBAZ - Warrant Clearing Account	Check	1100360	10/05/2021	Accounts Payable	RICOH USA INC	161.98
Open	NBAZ - Warrant Clearing Account	Check	1100361	10/05/2021	Accounts Payable	FRANCESCA ROMERO	262.00
Open	NBAZ - Warrant Clearing Account	Check	1100362	10/05/2021	Accounts Payable	ALEXANDRA NICOLA A RUPP	262.00
Open	NBAZ - Warrant Clearing Account	Check	1100363	10/05/2021	Accounts Payable	SAFELITE AUTO GLASS	745.11
Open	NBAZ - Warrant Clearing Account	Check	1100364	10/05/2021	Accounts Payable	PATRICK J SANDOVAL	309.00
Open	NBAZ - Warrant Clearing Account	Check	1100365	10/05/2021	Accounts Payable	SANOFI PASTEUR INC	2,221.38
Open	NBAZ - Warrant Clearing Account	Check	1100366	10/05/2021	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1100367	10/05/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,647.13
Open	NBAZ - Warrant Clearing Account	Check	1100368	10/05/2021	Accounts Payable	SEM APPLICATIONS INC	102.00
Open	NBAZ - Warrant Clearing Account	Check	1100369	10/05/2021	Accounts Payable	SEVEN SUNS	8,554.38
Open	NBAZ - Warrant Clearing Account	Check	1100370	10/05/2021	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	1,135.01
Open	NBAZ - Warrant Clearing Account	Check	1100371	10/05/2021	Accounts Payable	SOUTHERN TIRE MART LLC	724.60
Open	NBAZ - Warrant Clearing Account	Check	1100372	10/05/2021	Accounts Payable	SPARKLETTS WATER	28.17
Open	NBAZ - Warrant Clearing Account	Check	1100373	10/05/2021	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	7.48
Open	NBAZ - Warrant Clearing Account	Check	1100374	10/05/2021	Accounts Payable	STAPLES CREDIT PLAN	85.94
Open	NBAZ - Warrant Clearing Account	Check	1100375	10/05/2021	Accounts Payable	DENNIS STOVER	9.81
Open	NBAZ - Warrant Clearing Account	Check	1100376	10/05/2021	Accounts Payable	CHERYL STRADLING	890.42
Open	NBAZ - Warrant Clearing Account	Check	1100377	10/05/2021	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1100378	10/05/2021	Accounts Payable	THE BANCORP BANK	104,830.50
Open	NBAZ - Warrant Clearing Account	Check	1100379	10/05/2021	Accounts Payable	JEREL THOMAS	36.00
Open	NBAZ - Warrant Clearing Account	Check	1100380	10/05/2021	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,070.11

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100381	10/05/2021	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1100382	10/05/2021	Accounts Payable	UNITED RENTALS	8,343.69
Open	NBAZ - Warrant Clearing Account	Check	1100383	10/05/2021	Accounts Payable	VALLEY AUTO PARTS	354.24
Open	NBAZ - Warrant Clearing Account	Check	1100384	10/05/2021	Accounts Payable	VALLEY IMAGING SOLUTIONS	229.19
Open	NBAZ - Warrant Clearing Account	Check	1100385	10/05/2021	Accounts Payable	VERIZON WIRELESS	2,865.88
Open	NBAZ - Warrant Clearing Account	Check	1100386	10/05/2021	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	493.58
Open	NBAZ - Warrant Clearing Account	Check	1100387	10/05/2021	Accounts Payable	VIZOCOM ICT LLC	1,337.57
Open	NBAZ - Warrant Clearing Account	Check	1100388	10/05/2021	Accounts Payable	WAGNER EQUIPMENT CO	622.84
Open	NBAZ - Warrant Clearing Account	Check	1100389	10/05/2021	Accounts Payable	CHRISTINE WAUNEKA	140.22
Open	NBAZ - Warrant Clearing Account	Check	1100390	10/05/2021	Accounts Payable	THOMAS CARDON WEBB	150.00
Open	NBAZ - Warrant Clearing Account	Check	1100391	10/05/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	61.05
Open	NBAZ - Warrant Clearing Account	Check	1100392	10/05/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	75.00
Open	NBAZ - Warrant Clearing Account	Check	1100393	10/05/2021	Accounts Payable	ANTONIA WOOD	96.00
Open	NBAZ - Warrant Clearing Account	Check	1100394	10/05/2021	Accounts Payable	WOODLAND BUILDING CENTER	45.66
Open	NBAZ - Warrant Clearing Account	Check	1100395	10/05/2021	Accounts Payable	WOODSON ENGINEERING & SURVEYING INC	4,600.00
Open	NBAZ - Warrant Clearing Account	Check	1100396	10/05/2021	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,376.21
Open	NBAZ - Warrant Clearing Account	Check	1100397	10/05/2021	Accounts Payable	DEBORAH WATKINS	200.00
Open	NBAZ - Warrant Clearing Account	Check	1100398	10/07/2021	Accounts Payable	AT&T MOBILITY	137.08
Open	NBAZ - Warrant Clearing Account	Check	1100399	10/07/2021	Accounts Payable	PAUL JARAMILLO JR	123.00
Open	NBAZ - Warrant Clearing Account	Check	1100400	10/07/2021	Accounts Payable	NATIONAL BANK	15,782.35
Open	NBAZ - Warrant Clearing Account	Check	1100401	10/07/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	528.80
Open	NBAZ - Warrant Clearing Account	Check	1100402	10/07/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,374.30
Open	NBAZ - Warrant Clearing Account	Check	1100403	10/07/2021	Accounts Payable	PATRICK J SANDOVAL	230.00
Open	NBAZ - Warrant Clearing Account	Check	1100404	10/07/2021	Accounts Payable	WILLIAMS SCOTSMAN INC (WILLSCOT)	28,926.07
Open	NBAZ - Warrant Clearing Account	Check	1100405	10/07/2021	Accounts Payable	RUSH TRUCK CENTER	999.92
Open	NBAZ - Warrant Clearing Account	Check	1100406	10/07/2021	Accounts Payable	MICHAEL LAWRENCE TATUM	453.24
Open	NBAZ - Warrant Clearing Account	Check	1100429	10/12/2021	Accounts Payable	A SPEEDY CASH CAR TITLE LOANS LLC	222.23
Open	NBAZ - Warrant Clearing Account	Check	1100430	10/12/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	406.30
Open	NBAZ - Warrant Clearing Account	Check	1100431	10/12/2021	Accounts Payable	APACHE COUNTY FSA	818.45
Open	NBAZ - Warrant Clearing Account	Check	1100432	10/12/2021	Accounts Payable	APACHE COUNTY HSA	3,863.49
Open	NBAZ - Warrant Clearing Account	Check	1100433	10/12/2021	Accounts Payable	APACHE COUNTY MEDICAL	161,895.84
Open	NBAZ - Warrant Clearing Account	Check	1100434	10/12/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	141,661.77
Open	NBAZ - Warrant Clearing Account	Check	1100435	10/12/2021	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1100436	10/12/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	111,183.54
Open	NBAZ - Warrant Clearing Account	Check	1100437	10/12/2021	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1100438	10/12/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,396.80
Open	NBAZ - Warrant Clearing Account	Check	1100439	10/12/2021	Accounts Payable	CORP AOC DISABILITY	14.66
Open	NBAZ - Warrant Clearing Account	Check	1100440	10/12/2021	Accounts Payable	CORP DISABILITY	95.66
Open	NBAZ - Warrant Clearing Account	Check	1100441	10/12/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,720.47

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100442	10/12/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,615.70
Open	NBAZ - Warrant Clearing Account	Check	1100443	10/12/2021	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	Check	1100444	10/12/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1100445	10/12/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1100446	10/12/2021	Accounts Payable	GURSTEL LAW FIRM PC	258.25
Open	NBAZ - Warrant Clearing Account	Check	1100447	10/12/2021	Accounts Payable	NATIONWIDE	2,467.06
Open	NBAZ - Warrant Clearing Account	Check	1100448	10/12/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1100449	10/12/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,592.54
Open	NBAZ - Warrant Clearing Account	Check	1100450	10/12/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1100451	10/12/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,708.78
Open	NBAZ - Warrant Clearing Account	Check	1100452	10/12/2021	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1100453	10/12/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1100454	10/12/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,170.00
Open	NBAZ - Warrant Clearing Account	Check	1100455	10/12/2021	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	397.64
Open	NBAZ - Warrant Clearing Account	Check	1100456	10/13/2021	Accounts Payable	4IMPRINT	2,041.57
Open	NBAZ - Warrant Clearing Account	Check	1100457	10/13/2021	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1100458	10/13/2021	Accounts Payable	ALL TRAFFIC SOLUTIONS INC	10,139.50
Open	NBAZ - Warrant Clearing Account	Check	1100459	10/13/2021	Accounts Payable	ALPINE WATER AND SANITARY	88.05
Open	NBAZ - Warrant Clearing Account	Check	1100460	10/13/2021	Accounts Payable	ALSCO INC	625.92
Open	NBAZ - Warrant Clearing Account	Check	1100461	10/13/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,627.79
Open	NBAZ - Warrant Clearing Account	Check	1100462	10/13/2021	Accounts Payable	AMERICAN SOCIETY OF CIVIL ENGINEERS	280.00
Open	NBAZ - Warrant Clearing Account	Check	1100463	10/13/2021	Accounts Payable	AMIGO CHEVROLET	1,334.22
Open	NBAZ - Warrant Clearing Account	Check	1100464	10/13/2021	Accounts Payable	AMIGO CHEVROLET	175.55
Open	NBAZ - Warrant Clearing Account	Check	1100465	10/13/2021	Accounts Payable	APACHE COUNTY	214.74
Open	NBAZ - Warrant Clearing Account	Check	1100466	10/13/2021	Accounts Payable	ARIZONA ASSOC OF ASSESSING OFFICERS	250.00
Open	NBAZ - Warrant Clearing Account	Check	1100467	10/13/2021	Accounts Payable	ARIZONA STATE FORESTRY DIVISION	9,696.27
Open	NBAZ - Warrant Clearing Account	Check	1100468	10/13/2021	Accounts Payable	ASHTONS REPAIR INC	454.76
Open	NBAZ - Warrant Clearing Account	Check	1100469	10/13/2021	Accounts Payable	ASPEN TIRE & OIL	607.68
Open	NBAZ - Warrant Clearing Account	Check	1100470	10/13/2021	Accounts Payable	AUTOMATED ELECTION SERVICES	605.00
Open	NBAZ - Warrant Clearing Account	Check	1100471	10/13/2021	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1100472	10/13/2021	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1100473	10/13/2021	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	69,576.18
Open	NBAZ - Warrant Clearing Account	Check	1100474	10/13/2021	Accounts Payable	AMBER BACA	520.00
Open	NBAZ - Warrant Clearing Account	Check	1100475	10/13/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	103.46
Open	NBAZ - Warrant Clearing Account	Check	1100476	10/13/2021	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	825.00
Open	NBAZ - Warrant Clearing Account	Check	1100477	10/13/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	1,101.87
Open	NBAZ - Warrant Clearing Account	Check	1100478	10/13/2021	Accounts Payable	SARAH MAE BEGAY	535.00
Open	NBAZ - Warrant Clearing Account	Check	1100479	10/13/2021	Accounts Payable	BLACK RIDGE PHYSICAL THERAPY PLC	223.59
Open	NBAZ - Warrant Clearing Account	Check	1100480	10/13/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,289.19

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100481	10/13/2021	Accounts Payable	DEVIN BROWN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100482	10/13/2021	Accounts Payable	RHODA H BURNS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100483	10/13/2021	Accounts Payable	CELLULAR ONE NE AZ	201.13
Open	NBAZ - Warrant Clearing Account	Check	1100484	10/13/2021	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	147.00
Open	NBAZ - Warrant Clearing Account	Check	1100485	10/13/2021	Accounts Payable	CENTRAL ARIZONA SUPPLY	162.12
Open	NBAZ - Warrant Clearing Account	Check	1100486	10/13/2021	Accounts Payable	LENA CLARK	17.00
Open	NBAZ - Warrant Clearing Account	Check	1100487	10/13/2021	Accounts Payable	KIMBERLY LOUISE COLE	263.52
Open	NBAZ - Warrant Clearing Account	Check	1100488	10/13/2021	Accounts Payable	CONCHOCANI (COMMUNITY ACTION NETWORK)	15.00
Open	NBAZ - Warrant Clearing Account	Check	1100489	10/13/2021	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	240.00
Open	NBAZ - Warrant Clearing Account	Check	1100490	10/13/2021	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	373.61
Open	NBAZ - Warrant Clearing Account	Check	1100491	10/13/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	18.32
Open	NBAZ - Warrant Clearing Account	Check	1100492	10/13/2021	Accounts Payable	NICOLE CURLEY	46.99
Open	NBAZ - Warrant Clearing Account	Check	1100493	10/13/2021	Accounts Payable	JOSEPH DEDMAN JR	152.00
Open	NBAZ - Warrant Clearing Account	Check	1100494	10/13/2021	Accounts Payable	DELL COMPUTER CORPORATION	5,750.33
Open	NBAZ - Warrant Clearing Account	Check	1100495	10/13/2021	Accounts Payable	DIAMOND C FEEDS	128.17
Open	NBAZ - Warrant Clearing Account	Check	1100496	10/13/2021	Accounts Payable	DISH NETWORK	93.51
Open	NBAZ - Warrant Clearing Account	Check	1100497	10/13/2021	Accounts Payable	DISH NETWORK	152.69
Open	NBAZ - Warrant Clearing Account	Check	1100498	10/13/2021	Accounts Payable	ECHELON FRONT LLC	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1100499	10/13/2021	Accounts Payable	EMPIRE MACHINERY	3,173.09
Open	NBAZ - Warrant Clearing Account	Check	1100500	10/13/2021	Accounts Payable	ENCYCLOPAEDIA BRITANNICA INC	477.46
Open	NBAZ - Warrant Clearing Account	Check	1100501	10/13/2021	Accounts Payable	FERRELLGAS	55.09
Open	NBAZ - Warrant Clearing Account	Check	1100502	10/13/2021	Accounts Payable	FLEET PRIDE	80.66
Open	NBAZ - Warrant Clearing Account	Check	1100503	10/13/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	145.14
Open	NBAZ - Warrant Clearing Account	Check	1100504	10/13/2021	Accounts Payable	FRONTIER	83.53
Open	NBAZ - Warrant Clearing Account	Check	1100505	10/13/2021	Accounts Payable	FRONTIER	104.48
Open	NBAZ - Warrant Clearing Account	Check	1100506	10/13/2021	Accounts Payable	FRONTIER	197.87
Open	NBAZ - Warrant Clearing Account	Check	1100507	10/13/2021	Accounts Payable	FRONTIER	121.54
Open	NBAZ - Warrant Clearing Account	Check	1100508	10/13/2021	Accounts Payable	FRONTIER	174.82
Open	NBAZ - Warrant Clearing Account	Check	1100509	10/13/2021	Accounts Payable	FRONTIER	182.00
Open	NBAZ - Warrant Clearing Account	Check	1100510	10/13/2021	Accounts Payable	FRONTIER	131.53
Open	NBAZ - Warrant Clearing Account	Check	1100511	10/13/2021	Accounts Payable	FRONTIER	176.87
Open	NBAZ - Warrant Clearing Account	Check	1100512	10/13/2021	Accounts Payable	FRONTIER	175.69
Open	NBAZ - Warrant Clearing Account	Check	1100513	10/13/2021	Accounts Payable	FRONTIER	204.98
Open	NBAZ - Warrant Clearing Account	Check	1100514	10/13/2021	Accounts Payable	FRONTIER	238.41
Open	NBAZ - Warrant Clearing Account	Check	1100515	10/13/2021	Accounts Payable	BRANDY FULLEN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100516	10/13/2021	Accounts Payable	GALL'S INC	174.56
Open	NBAZ - Warrant Clearing Account	Check	1100517	10/13/2021	Accounts Payable	GALLUP INDEPENDENT	4,332.80
Open	NBAZ - Warrant Clearing Account	Check	1100518	10/13/2021	Accounts Payable	GALLUP LUMBER & SUPPLY	61.49
Open	NBAZ - Warrant Clearing Account	Check	1100519	10/13/2021	Accounts Payable	GALLUP WATER WORKS	33.97

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100520	10/13/2021	Accounts Payable	SAMUEL TODD GARDNER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100521	10/13/2021	Accounts Payable	GLAXO SMITHKLINE PHARMACY	5,087.17
Open	NBAZ - Warrant Clearing Account	Check	1100522	10/13/2021	Accounts Payable	GLOBAL COOLING INC	12,822.18
Open	NBAZ - Warrant Clearing Account	Check	1100523	10/13/2021	Accounts Payable	GOLIGHTLY TIRE	835.59
Open	NBAZ - Warrant Clearing Account	Check	1100524	10/13/2021	Accounts Payable	MARSHA ANN GREGORY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100525	10/13/2021	Accounts Payable	RICHARD C GUINN	44.46
Open	NBAZ - Warrant Clearing Account	Check	1100526	10/13/2021	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100527	10/13/2021	Accounts Payable	PAUL HANCOCK	437.54
Open	NBAZ - Warrant Clearing Account	Check	1100528	10/13/2021	Accounts Payable	KLINT HEAP	162.63
Open	NBAZ - Warrant Clearing Account	Check	1100529	10/13/2021	Accounts Payable	MEGAN L HILL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100530	10/13/2021	Accounts Payable	HILL AZ GROCERY STORE	157.51
Open	NBAZ - Warrant Clearing Account	Check	1100531	10/13/2021	Accounts Payable	HILLYARD/FLAGSTAFF	2,117.10
Open	NBAZ - Warrant Clearing Account	Check	1100532	10/13/2021	Accounts Payable	HOME DEPOT	354.47
Open	NBAZ - Warrant Clearing Account	Check	1100533	10/13/2021	Accounts Payable	INGRAM LIBRARY SERVICES	1,328.96
Open	NBAZ - Warrant Clearing Account	Check	1100534	10/13/2021	Accounts Payable	TOMMY KIRK	539.86
Open	NBAZ - Warrant Clearing Account	Check	1100535	10/13/2021	Accounts Payable	STEPHEN W KIZER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100536	10/13/2021	Accounts Payable	KONICA MINOLTA	38.22
Open	NBAZ - Warrant Clearing Account	Check	1100537	10/13/2021	Accounts Payable	LANGUAGE LINE SERVICES INC	26.55
Open	NBAZ - Warrant Clearing Account	Check	1100538	10/13/2021	Accounts Payable	LEGATE, PENROD & ASSOCIATES	6,120.00
Open	NBAZ - Warrant Clearing Account	Check	1100539	10/13/2021	Accounts Payable	LEWIS AUTOMOTIVE	2,524.27
Open	NBAZ - Warrant Clearing Account	Check	1100540	10/13/2021	Accounts Payable	CHEYANNE CIARA LITTLEMAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100541	10/13/2021	Accounts Payable	LIVCO WATER & SEWER COMPANY	26.98
Open	NBAZ - Warrant Clearing Account	Check	1100542	10/13/2021	Accounts Payable	LOWES #24	59.50
Open	NBAZ - Warrant Clearing Account	Check	1100543	10/13/2021	Accounts Payable	LOWES COMPANIES INC	131.72
Open	NBAZ - Warrant Clearing Account	Check	1100544	10/13/2021	Accounts Payable	MAC ROJO/PATRIOT FLAGPOLES	2,780.43
Open	NBAZ - Warrant Clearing Account	Check	1100545	10/13/2021	Accounts Payable	MARGARET MAEZ	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100546	10/13/2021	Accounts Payable	STEPHANIE MCCARTHY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100547	10/13/2021	Accounts Payable	MISSION UNIFORM & LINEN	158.39
Open	NBAZ - Warrant Clearing Account	Check	1100548	10/13/2021	Accounts Payable	LEHI MONTIERTH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100549	10/13/2021	Accounts Payable	MICHAEL R MOONEY	4,860.00
Open	NBAZ - Warrant Clearing Account	Check	1100550	10/13/2021	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	820.00
Open	NBAZ - Warrant Clearing Account	Check	1100551	10/13/2021	Accounts Payable	NAPA	77.23
Open	NBAZ - Warrant Clearing Account	Check	1100552	10/13/2021	Accounts Payable	NAVAJO SANITATION INC	302.10
Open	NBAZ - Warrant Clearing Account	Check	1100553	10/13/2021	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	146.28
Open	NBAZ - Warrant Clearing Account	Check	1100554	10/13/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	277.62
Open	NBAZ - Warrant Clearing Account	Check	1100555	10/13/2021	Accounts Payable	NAVAJO WESTERNERS	43.43
Open	NBAZ - Warrant Clearing Account	Check	1100556	10/13/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	7,969.44
Open	NBAZ - Warrant Clearing Account	Check	1100557	10/13/2021	Accounts Payable	FLORA NEZ	153.70
Open	NBAZ - Warrant Clearing Account	Check	1100558	10/13/2021	Accounts Payable	OVERDRIVE INC	706.19

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100559	10/13/2021	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100560	10/13/2021	Accounts Payable	PERFECT PRINTZ LLC	266.24
Open	NBAZ - Warrant Clearing Account	Check	1100561	10/13/2021	Accounts Payable	PINAL COUNTY ARIZONA	4,800.00
Open	NBAZ - Warrant Clearing Account	Check	1100562	10/13/2021	Accounts Payable	RANDOLPH PLATT DDS	606.00
Open	NBAZ - Warrant Clearing Account	Check	1100563	10/13/2021	Accounts Payable	QUALITY READY MIX INC	2,244.50
Open	NBAZ - Warrant Clearing Account	Check	1100564	10/13/2021	Accounts Payable	QUILL CORP	912.29
Open	NBAZ - Warrant Clearing Account	Check	1100565	10/13/2021	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100566	10/13/2021	Accounts Payable	R&S NORTHEAST LLC	111.80
Open	NBAZ - Warrant Clearing Account	Check	1100567	10/13/2021	Accounts Payable	PRESTON MAURICE RABAN	76.00
Open	NBAZ - Warrant Clearing Account	Check	1100568	10/13/2021	Accounts Payable	RAELENE RABAN	569.52
Open	NBAZ - Warrant Clearing Account	Check	1100569	10/13/2021	Accounts Payable	REST UR RUMP	191.79
Open	NBAZ - Warrant Clearing Account	Check	1100570	10/13/2021	Accounts Payable	RHINEHART OIL CO	23,471.46
Open	NBAZ - Warrant Clearing Account	Check	1100571	10/13/2021	Accounts Payable	RICOH USA INC	404.49
Open	NBAZ - Warrant Clearing Account	Check	1100572	10/13/2021	Accounts Payable	ROCKY MOUNTAIN INFORMATION NETWORK INC	25.00
Open	NBAZ - Warrant Clearing Account	Check	1100573	10/13/2021	Accounts Payable	ANGELA C ROMERO	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100574	10/13/2021	Accounts Payable	DAVID JULIAN ROMERO	95.87
Open	NBAZ - Warrant Clearing Account	Check	1100575	10/13/2021	Accounts Payable	RUSH HOUR DELIVERY LLC	80.00
Open	NBAZ - Warrant Clearing Account	Check	1100576	10/13/2021	Accounts Payable	SAFELITE AUTO GLASS	1,000.78
Open	NBAZ - Warrant Clearing Account	Check	1100577	10/13/2021	Accounts Payable	LAURENCE SCHIFF	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1100578	10/13/2021	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1100579	10/13/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,432.60
Open	NBAZ - Warrant Clearing Account	Check	1100580	10/13/2021	Accounts Payable	SHI INTERNATIONAL CORP	1,493.46
Open	NBAZ - Warrant Clearing Account	Check	1100581	10/13/2021	Accounts Payable	SITECH SOUTHWEST LLC	59,697.63
Open	NBAZ - Warrant Clearing Account	Check	1100582	10/13/2021	Accounts Payable	SONORA QUEST LABORATORIES	1,406.17
Open	NBAZ - Warrant Clearing Account	Check	1100583	10/13/2021	Accounts Payable	SPARKLETTS WATER	91.83
Open	NBAZ - Warrant Clearing Account	Check	1100584	10/13/2021	Accounts Payable	SPEEDY SALES AND SERVICE	106.00
Open	NBAZ - Warrant Clearing Account	Check	1100585	10/13/2021	Accounts Payable	ST JOHNS CITY	711.95
Open	NBAZ - Warrant Clearing Account	Check	1100586	10/13/2021	Accounts Payable	ST JOHNS UNITED DRUG	12.43
Open	NBAZ - Warrant Clearing Account	Check	1100587	10/13/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	868.15
Open	NBAZ - Warrant Clearing Account	Check	1100588	10/13/2021	Accounts Payable	DENNIS STOVER	62.24
Open	NBAZ - Warrant Clearing Account	Check	1100589	10/13/2021	Accounts Payable	SUG ROGERS CONSTRUCTION LLC	131.00
Open	NBAZ - Warrant Clearing Account	Check	1100590	10/13/2021	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	161.57
Open	NBAZ - Warrant Clearing Account	Check	1100591	10/13/2021	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1100592	10/13/2021	Accounts Payable	SUTTON WEED & PEST CONTROL	1,387.00
Open	NBAZ - Warrant Clearing Account	Check	1100593	10/13/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	757.94
Open	NBAZ - Warrant Clearing Account	Check	1100594	10/13/2021	Accounts Payable	THE POUR STATION	230.00
Open	NBAZ - Warrant Clearing Account	Check	1100595	10/13/2021	Accounts Payable	JEREL THOMAS	200.33
Open	NBAZ - Warrant Clearing Account	Check	1100596	10/13/2021	Accounts Payable	ALENA THOMPSON	800.00
Open	NBAZ - Warrant Clearing Account	Check	1100597	10/13/2021	Accounts Payable	THOMSON REUTERS WEST	1,525.12

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100598	10/13/2021	Accounts Payable	TIME MASTERS	3,115.60
Open	NBAZ - Warrant Clearing Account	Check	1100599	10/13/2021	Accounts Payable	TNT Exteriors, LLC	22,250.00
Open	NBAZ - Warrant Clearing Account	Check	1100600	10/13/2021	Accounts Payable	TOWN OF EAGAR	386.05
Open	NBAZ - Warrant Clearing Account	Check	1100601	10/13/2021	Accounts Payable	TRINITY SERVICES GROUP INC	16,306.73
Open	NBAZ - Warrant Clearing Account	Check	1100602	10/13/2021	Accounts Payable	TRIPLE R FUELS	31.69
Open	NBAZ - Warrant Clearing Account	Check	1100603	10/13/2021	Accounts Payable	TYLER TECHNOLOGIES INC	225.00
Open	NBAZ - Warrant Clearing Account	Check	1100604	10/13/2021	Accounts Payable	W JEFFORY UDALL	30.24
Open	NBAZ - Warrant Clearing Account	Check	1100605	10/13/2021	Accounts Payable	ULINE INC	36.00
Open	NBAZ - Warrant Clearing Account	Check	1100606	10/13/2021	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1100607	10/13/2021	Accounts Payable	UNITED RENTALS	3,513.85
Open	NBAZ - Warrant Clearing Account	Check	1100608	10/13/2021	Accounts Payable	VALLEY AUTO PARTS	547.42
Open	NBAZ - Warrant Clearing Account	Check	1100609	10/13/2021	Accounts Payable	RITA VAUGHAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100610	10/13/2021	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	173.80
Open	NBAZ - Warrant Clearing Account	Check	1100611	10/13/2021	Accounts Payable	VERIZON WIRELESS	112.46
Open	NBAZ - Warrant Clearing Account	Check	1100612	10/13/2021	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	34.68
Open	NBAZ - Warrant Clearing Account	Check	1100613	10/13/2021	Accounts Payable	KASSANDRA KAY VILLA	258.72
Open	NBAZ - Warrant Clearing Account	Check	1100614	10/13/2021	Accounts Payable	WALMART COMMUNITY	1,502.58
Open	NBAZ - Warrant Clearing Account	Check	1100615	10/13/2021	Accounts Payable	WESTERN DRUG COMPANY	15.00
Open	NBAZ - Warrant Clearing Account	Check	1100616	10/13/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	90.58
Open	NBAZ - Warrant Clearing Account	Check	1100617	10/13/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	775.89
Open	NBAZ - Warrant Clearing Account	Check	1100618	10/13/2021	Accounts Payable	JOYCLYNN WHITING	449.38
Open	NBAZ - Warrant Clearing Account	Check	1100619	10/13/2021	Accounts Payable	WOODLAND BUILDING CENTER	47.99
Open	NBAZ - Warrant Clearing Account	Check	1100620	10/13/2021	Accounts Payable	WRIGHT EXPRESS FSC WEX	2,704.23
Open	NBAZ - Warrant Clearing Account	Check	1100621	10/13/2021	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,577.64
Open	NBAZ - Warrant Clearing Account	Check	1100622	10/13/2021	Accounts Payable	IVAN D ZHELEV	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100626	10/14/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	543.03
Open	NBAZ - Warrant Clearing Account	Check	1100627	10/18/2021	Accounts Payable	MARLEITA BEGAY	635.96
Open	NBAZ - Warrant Clearing Account	Check	1100628	10/18/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	79,848.33
Open	NBAZ - Warrant Clearing Account	Check	1100629	10/18/2021	Accounts Payable	DIANA M MORGAN	33.43
Open	NBAZ - Warrant Clearing Account	Check	1100630	10/18/2021	Accounts Payable	ELEXUS OLLERTON	635.96
Open	NBAZ - Warrant Clearing Account	Check	1100631	10/18/2021	Accounts Payable	RYAN N PATTERSON	32.42
Open	NBAZ - Warrant Clearing Account	Check	1100632	10/18/2021	Accounts Payable	RYAN N PATTERSON	321.44
Open	NBAZ - Warrant Clearing Account	Check	1100633	10/19/2021	Accounts Payable	4IMPRINT	495.64
Open	NBAZ - Warrant Clearing Account	Check	1100634	10/19/2021	Accounts Payable	ALLEGRA	951.18
Open	NBAZ - Warrant Clearing Account	Check	1100635	10/19/2021	Accounts Payable	ALPINE WATER AND SANITARY	75.70
Open	NBAZ - Warrant Clearing Account	Check	1100636	10/19/2021	Accounts Payable	ALSCO INC	437.64
Open	NBAZ - Warrant Clearing Account	Check	1100637	10/19/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,486.24
Open	NBAZ - Warrant Clearing Account	Check	1100638	10/19/2021	Accounts Payable	AMIGO CHEVROLET	795.47
Open	NBAZ - Warrant Clearing Account	Check	1100639	10/19/2021	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	2,963.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100640	10/19/2021	Accounts Payable	AT&T MOBILITY	89.89
Open	NBAZ - Warrant Clearing Account	Check	1100641	10/19/2021	Accounts Payable	LUCINDA L ATTAKAI	181.44
Open	NBAZ - Warrant Clearing Account	Check	1100642	10/19/2021	Accounts Payable	AZ BOILER COMPANY INC	1,157.43
Open	NBAZ - Warrant Clearing Account	Check	1100643	10/19/2021	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,275.00
Open	NBAZ - Warrant Clearing Account	Check	1100644	10/19/2021	Accounts Payable	AZ SUPREME COURT	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100645	10/19/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	564.33
Open	NBAZ - Warrant Clearing Account	Check	1100646	10/19/2021	Accounts Payable	BERNICE BEGAY	166.75
Open	NBAZ - Warrant Clearing Account	Check	1100647	10/19/2021	Accounts Payable	SARAH MAE BEGAY	215.00
Open	NBAZ - Warrant Clearing Account	Check	1100648	10/19/2021	Accounts Payable	JIMICA LYNN BIGMAN	168.14
Open	NBAZ - Warrant Clearing Account	Check	1100649	10/19/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	487.92
Open	NBAZ - Warrant Clearing Account	Check	1100650	10/19/2021	Accounts Payable	BLUE KNIGHT SECURITY LLC	6,050.00
Open	NBAZ - Warrant Clearing Account	Check	1100651	10/19/2021	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100652	10/19/2021	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1100653	10/19/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1100654	10/19/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1100655	10/19/2021	Accounts Payable	CDW GOVERNMENT LLC	2,980.98
Open	NBAZ - Warrant Clearing Account	Check	1100656	10/19/2021	Accounts Payable	CELLULAR ONE NE AZ	95.79
Open	NBAZ - Warrant Clearing Account	Check	1100657	10/19/2021	Accounts Payable	CENTER POINT LARGE PRINT	45.54
Open	NBAZ - Warrant Clearing Account	Check	1100658	10/19/2021	Accounts Payable	ANDREW JORDAN CISCO	37.50
Open	NBAZ - Warrant Clearing Account	Check	1100659	10/19/2021	Accounts Payable	KIMBERLY LOUISE COLE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100660	10/19/2021	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	1,007.18
Open	NBAZ - Warrant Clearing Account	Check	1100661	10/19/2021	Accounts Payable	CONTINUANT INC	1,237.16
Open	NBAZ - Warrant Clearing Account	Check	1100662	10/19/2021	Accounts Payable	COURTESY AUTO OF MESA LLC	85,532.34
Open	NBAZ - Warrant Clearing Account	Check	1100663	10/19/2021	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	131.41
Open	NBAZ - Warrant Clearing Account	Check	1100664	10/19/2021	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	524.88
Open	NBAZ - Warrant Clearing Account	Check	1100665	10/19/2021	Accounts Payable	JOSEPH DEDMAN JR	140.00
Open	NBAZ - Warrant Clearing Account	Check	1100666	10/19/2021	Accounts Payable	DIAMOND C FEEDS	19.36
Open	NBAZ - Warrant Clearing Account	Check	1100667	10/19/2021	Accounts Payable	DISH NETWORK	188.28
Open	NBAZ - Warrant Clearing Account	Check	1100668	10/19/2021	Accounts Payable	DOUBLE RADIUS	545.90
Open	NBAZ - Warrant Clearing Account	Check	1100669	10/19/2021	Accounts Payable	DUNN POWERS MATERIAL HANDLING	302.93
Open	NBAZ - Warrant Clearing Account	Check	1100670	10/19/2021	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	544.84
Open	NBAZ - Warrant Clearing Account	Check	1100671	10/19/2021	Accounts Payable	EMPIRE MACHINERY	307,451.73
Open	NBAZ - Warrant Clearing Account	Check	1100672	10/19/2021	Accounts Payable	EXCEL HOSE LLC	354.22
Open	NBAZ - Warrant Clearing Account	Check	1100673	10/19/2021	Accounts Payable	FERRELLGAS	537.17
Open	NBAZ - Warrant Clearing Account	Check	1100674	10/19/2021	Accounts Payable	FRONTIER	275.04
Open	NBAZ - Warrant Clearing Account	Check	1100675	10/19/2021	Accounts Payable	FRONTIER	173.03
Open	NBAZ - Warrant Clearing Account	Check	1100676	10/19/2021	Accounts Payable	FRONTIER	174.48
Open	NBAZ - Warrant Clearing Account	Check	1100677	10/19/2021	Accounts Payable	FRONTIER	109.92
Open	NBAZ - Warrant Clearing Account	Check	1100678	10/19/2021	Accounts Payable	FRONTIER	77.58

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100679	10/19/2021	Accounts Payable	FRONTIER	168.28
Open	NBAZ - Warrant Clearing Account	Check	1100680	10/19/2021	Accounts Payable	FRONTIER	110.24
Open	NBAZ - Warrant Clearing Account	Check	1100681	10/19/2021	Accounts Payable	FRONTIER	77.07
Open	NBAZ - Warrant Clearing Account	Check	1100682	10/19/2021	Accounts Payable	FRONTIER	76.13
Open	NBAZ - Warrant Clearing Account	Check	1100683	10/19/2021	Accounts Payable	FRONTIER	1,327.30
Open	NBAZ - Warrant Clearing Account	Check	1100684	10/19/2021	Accounts Payable	FRONTIER	918.45
Open	NBAZ - Warrant Clearing Account	Check	1100685	10/19/2021	Accounts Payable	FRONTIER	429.30
Open	NBAZ - Warrant Clearing Account	Check	1100686	10/19/2021	Accounts Payable	FRONTIER	169.91
Open	NBAZ - Warrant Clearing Account	Check	1100687	10/19/2021	Accounts Payable	FRONTIER	232.55
Open	NBAZ - Warrant Clearing Account	Check	1100688	10/19/2021	Accounts Payable	FRONTIER	74.80
Open	NBAZ - Warrant Clearing Account	Check	1100689	10/19/2021	Accounts Payable	FRONTIER	197.29
Open	NBAZ - Warrant Clearing Account	Check	1100690	10/19/2021	Accounts Payable	GLOBAL SENSORS	588.00
Open	NBAZ - Warrant Clearing Account	Check	1100691	10/19/2021	Accounts Payable	GRAINGER	671.21
Open	NBAZ - Warrant Clearing Account	Check	1100692	10/19/2021	Accounts Payable	DARYL GREER	279.95
Open	NBAZ - Warrant Clearing Account	Check	1100693	10/19/2021	Accounts Payable	BUTCH GUNNELS	151.20
Open	NBAZ - Warrant Clearing Account	Check	1100694	10/19/2021	Accounts Payable	KLINT HEAP	36.00
Open	NBAZ - Warrant Clearing Account	Check	1100695	10/19/2021	Accounts Payable	HILL AZ GROCERY STORE	47.72
Open	NBAZ - Warrant Clearing Account	Check	1100696	10/19/2021	Accounts Payable	HILL AZ GROCERY STORE	466.70
Open	NBAZ - Warrant Clearing Account	Check	1100697	10/19/2021	Accounts Payable	HOME DEPOT	2,888.62
Open	NBAZ - Warrant Clearing Account	Check	1100698	10/19/2021	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	2,140.92
Open	NBAZ - Warrant Clearing Account	Check	1100699	10/19/2021	Accounts Payable	INGRAM LIBRARY SERVICES	271.02
Open	NBAZ - Warrant Clearing Account	Check	1100700	10/19/2021	Accounts Payable	KIMBALL EQUIPMENT COMPANY	1,673.58
Open	NBAZ - Warrant Clearing Account	Check	1100701	10/19/2021	Accounts Payable	KOHLHAAS CORPORATION	1,495.14
Open	NBAZ - Warrant Clearing Account	Check	1100702	10/19/2021	Accounts Payable	LARSON WASTE INC	19.95
Open	NBAZ - Warrant Clearing Account	Check	1100703	10/19/2021	Accounts Payable	MICHAEL LATHAM	2,478.24
Open	NBAZ - Warrant Clearing Account	Check	1100704	10/19/2021	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	61.47
Open	NBAZ - Warrant Clearing Account	Check	1100705	10/19/2021	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	39.51
Open	NBAZ - Warrant Clearing Account	Check	1100706	10/19/2021	Accounts Payable	LINGO	139.77
Open	NBAZ - Warrant Clearing Account	Check	1100707	10/19/2021	Accounts Payable	ERIC MCNEIL	90.00
Open	NBAZ - Warrant Clearing Account	Check	1100708	10/19/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	925.00
Open	NBAZ - Warrant Clearing Account	Check	1100709	10/19/2021	Accounts Payable	NAPA	116.73
Open	NBAZ - Warrant Clearing Account	Check	1100710	10/19/2021	Accounts Payable	NATIONAL TEST SYSTEMS	1,102.50
Open	NBAZ - Warrant Clearing Account	Check	1100711	10/19/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,934.06
Open	NBAZ - Warrant Clearing Account	Check	1100712	10/19/2021	Accounts Payable	NAVAJO WESTERNERS	11.82
Open	NBAZ - Warrant Clearing Account	Check	1100713	10/19/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	10,821.42
Open	NBAZ - Warrant Clearing Account	Check	1100714	10/19/2021	Accounts Payable	ANTONY C NOTAH	140.00
Open	NBAZ - Warrant Clearing Account	Check	1100715	10/19/2021	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	56.00
Open	NBAZ - Warrant Clearing Account	Check	1100716	10/19/2021	Accounts Payable	OCTOPUS CAR WASH INC	17.45
Open	NBAZ - Warrant Clearing Account	Check	1100717	10/19/2021	Accounts Payable	OFFICE DEPOT	549.45

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100718	10/19/2021	Accounts Payable	ORALINE INC	218.00
Open	NBAZ - Warrant Clearing Account	Check	1100719	10/19/2021	Accounts Payable	OVERDRIVE INC	6,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100720	10/19/2021	Accounts Payable	PIMA COUNTY MEDICAL	10,000.00
Open	NBAZ - Warrant Clearing Account	Check	1100721	10/19/2021	Accounts Payable	PREMIUM PROPANE LLC	209.50
Open	NBAZ - Warrant Clearing Account	Check	1100722	10/19/2021	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	700.00
Open	NBAZ - Warrant Clearing Account	Check	1100723	10/19/2021	Accounts Payable	QUILL CORP	2,462.47
Open	NBAZ - Warrant Clearing Account	Check	1100724	10/19/2021	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	166.50
Open	NBAZ - Warrant Clearing Account	Check	1100725	10/19/2021	Accounts Payable	RESCUE RESPONSE GEAR	730.17
Open	NBAZ - Warrant Clearing Account	Check	1100726	10/19/2021	Accounts Payable	RICOH USA INC	16.44
Open	NBAZ - Warrant Clearing Account	Check	1100727	10/19/2021	Accounts Payable	FRANCHESCA ROMERO	78.00
Open	NBAZ - Warrant Clearing Account	Check	1100728	10/19/2021	Accounts Payable	ALEXANDRA NICOLA A RUPP	138.00
Open	NBAZ - Warrant Clearing Account	Check	1100729	10/19/2021	Accounts Payable	SAFE KIDS WORLDWIDE	95.00
Open	NBAZ - Warrant Clearing Account	Check	1100730	10/19/2021	Accounts Payable	SAFETY KLEEN	131.63
Open	NBAZ - Warrant Clearing Account	Check	1100731	10/19/2021	Accounts Payable	PATRICK J SANDOVAL	127.25
Open	NBAZ - Warrant Clearing Account	Check	1100732	10/19/2021	Accounts Payable	JOHN SCRUGGS	140.00
Open	NBAZ - Warrant Clearing Account	Check	1100733	10/19/2021	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	76.63
Open	NBAZ - Warrant Clearing Account	Check	1100734	10/19/2021	Accounts Payable	ALTON JOE SHEPHERD	17.68
Open	NBAZ - Warrant Clearing Account	Check	1100735	10/19/2021	Accounts Payable	ALTON JOE SHEPHERD	2.24
Open	NBAZ - Warrant Clearing Account	Check	1100736	10/19/2021	Accounts Payable	JOE SHIRLEY JR	155.68
Open	NBAZ - Warrant Clearing Account	Check	1100737	10/19/2021	Accounts Payable	JEFF SODERQUIST	140.00
Open	NBAZ - Warrant Clearing Account	Check	1100738	10/19/2021	Accounts Payable	SOUTHERN TIRE MART LLC	417.43
Open	NBAZ - Warrant Clearing Account	Check	1100739	10/19/2021	Accounts Payable	ST JOHNS CITY	1,896.84
Open	NBAZ - Warrant Clearing Account	Check	1100740	10/19/2021	Accounts Payable	ST JOHNS CUSTOM WORKS INC	857.77
Open	NBAZ - Warrant Clearing Account	Check	1100741	10/19/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	98.52
Open	NBAZ - Warrant Clearing Account	Check	1100742	10/19/2021	Accounts Payable	CAROLYN STOKES	350.00
Open	NBAZ - Warrant Clearing Account	Check	1100743	10/19/2021	Accounts Payable	SUPERIOR COURT OF CALIFORNIA - SACRAMENTO COUNTY	90.50
Open	NBAZ - Warrant Clearing Account	Check	1100744	10/19/2021	Accounts Payable	THE LIBRARY STORE INC	348.50
Open	NBAZ - Warrant Clearing Account	Check	1100745	10/19/2021	Accounts Payable	THE POUR STATION	87.00
Open	NBAZ - Warrant Clearing Account	Check	1100746	10/19/2021	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100747	10/19/2021	Accounts Payable	JEREL THOMAS	140.00
Open	NBAZ - Warrant Clearing Account	Check	1100748	10/19/2021	Accounts Payable	THOMSON REUTERS WEST	1,083.91
Open	NBAZ - Warrant Clearing Account	Check	1100749	10/19/2021	Accounts Payable	TIME MASTERS	97.00
Open	NBAZ - Warrant Clearing Account	Check	1100750	10/19/2021	Accounts Payable	TOWER SAFETY & CONSTRUCTION	850.00
Open	NBAZ - Warrant Clearing Account	Check	1100751	10/19/2021	Accounts Payable	TOWN OF EAGAR	88.62
Open	NBAZ - Warrant Clearing Account	Check	1100752	10/19/2021	Accounts Payable	TOWN OF SPRINGERVILLE	173.96
Open	NBAZ - Warrant Clearing Account	Check	1100753	10/19/2021	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	0.60
Open	NBAZ - Warrant Clearing Account	Check	1100754	10/19/2021	Accounts Payable	TRIPLE R FUELS	149.09
Open	NBAZ - Warrant Clearing Account	Check	1100755	10/19/2021	Accounts Payable	US POSTMASTER	130.00
Open	NBAZ - Warrant Clearing Account	Check	1100756	10/19/2021	Accounts Payable	US POSTMASTER	5,000.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100757	10/19/2021	Accounts Payable	US POSTMASTER	31.49
Open	NBAZ - Warrant Clearing Account	Check	1100758	10/19/2021	Accounts Payable	VALLEY AUTO PARTS	493.01
Open	NBAZ - Warrant Clearing Account	Check	1100759	10/19/2021	Accounts Payable	VALLEY IMAGING SOLUTIONS	14.17
Open	NBAZ - Warrant Clearing Account	Check	1100760	10/19/2021	Accounts Payable	VERIZON WIRELESS	643.17
Open	NBAZ - Warrant Clearing Account	Check	1100761	10/19/2021	Accounts Payable	WALMART COMMUNITY	859.12
Open	NBAZ - Warrant Clearing Account	Check	1100762	10/19/2021	Accounts Payable	WESTERN DETENTION PRODUCTS INC	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100763	10/19/2021	Accounts Payable	WHITE MOUNTAIN ANIMAL CLINIC	1,980.96
Open	NBAZ - Warrant Clearing Account	Check	1100764	10/19/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	166.05
Open	NBAZ - Warrant Clearing Account	Check	1100765	10/19/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,176.21
Open	NBAZ - Warrant Clearing Account	Check	1100766	10/19/2021	Accounts Payable	WOODLAND BUILDING CENTER	87.25
Open	NBAZ - Warrant Clearing Account	Check	1100767	10/19/2021	Accounts Payable	XEROX CORP	83.14
Open	NBAZ - Warrant Clearing Account	Check	1100768	10/20/2021	Accounts Payable	MIDWEST UNLIMITED LLC	2,681.07
Open	NBAZ - Warrant Clearing Account	Check	1100769	10/20/2021	Accounts Payable	ELTA WARNER	1,042.10
Open	NBAZ - Warrant Clearing Account	Check	1100770	10/20/2021	Accounts Payable	DARON YELLOWHORSE	1,066.10
Open	NBAZ - Warrant Clearing Account	Check	1100771	10/20/2021	Accounts Payable	AMERICAN INDIAN ALASKA NATIVE TOURISM ASSOC (AIANT	1,750.00
Open	NBAZ - Warrant Clearing Account	Check	1100772	10/20/2021	Accounts Payable	AZ DEPT OF REVENUE	2,531.28
Open	NBAZ - Warrant Clearing Account	Check	1100773	10/21/2021	Accounts Payable	ARIZONA FLIGHT TRAINING CENTER	2,200.00
Open	NBAZ - Warrant Clearing Account	Check	1100774	10/21/2021	Accounts Payable	ALTON JOE SHEPHERD	38.08
Open	NBAZ - Warrant Clearing Account	Check	1100776	10/21/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	190.60
Open	NBAZ - Warrant Clearing Account	Check	1100777	10/25/2021	Accounts Payable	ALTON JOE SHEPHERD	288.96
Open	NBAZ - Warrant Clearing Account	Check	1100778	10/26/2021	Accounts Payable	AMAZON COM INC (Health & Library)	7,223.23
Open	NBAZ - Warrant Clearing Account	Check	1100779	10/26/2021	Accounts Payable	HARRIS, REBEKAH	140.00
Open	NBAZ - Warrant Clearing Account	Check	1100780	10/26/2021	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1100781	10/26/2021	Accounts Payable	ALTON JOE SHEPHERD	405.52
Open	NBAZ - Warrant Clearing Account	Check	1100782	10/26/2021	Accounts Payable	24 HOUR GAS-N-GO	7.68
Open	NBAZ - Warrant Clearing Account	Check	1100783	10/26/2021	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	18,269.64
Open	NBAZ - Warrant Clearing Account	Check	1100784	10/26/2021	Accounts Payable	ADVERTISING IDEAS	494.07
Open	NBAZ - Warrant Clearing Account	Check	1100785	10/26/2021	Accounts Payable	AIR COMM CORPORATION	1,286.34
Open	NBAZ - Warrant Clearing Account	Check	1100786	10/26/2021	Accounts Payable	ALLEGRA	587.91
Open	NBAZ - Warrant Clearing Account	Check	1100787	10/26/2021	Accounts Payable	ALSCO INC	484.40
Open	NBAZ - Warrant Clearing Account	Check	1100788	10/26/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,744.34
Open	NBAZ - Warrant Clearing Account	Check	1100789	10/26/2021	Accounts Payable	AMAZON COM INC (Health & Library)	10.90
Open	NBAZ - Warrant Clearing Account	Check	1100790	10/26/2021	Accounts Payable	AMIGO CHEVROLET	2,065.56
Open	NBAZ - Warrant Clearing Account	Check	1100791	10/26/2021	Accounts Payable	TAMARA WILHELM APPLGATE	54.15
Open	NBAZ - Warrant Clearing Account	Check	1100792	10/26/2021	Accounts Payable	RUBEN A ARANDA MARIN	121.97
Open	NBAZ - Warrant Clearing Account	Check	1100793	10/26/2021	Accounts Payable	ARMBRUSTER, BRIAN	126.00
Open	NBAZ - Warrant Clearing Account	Check	1100794	10/26/2021	Accounts Payable	ASPEN TIRE & OIL	82.64
Open	NBAZ - Warrant Clearing Account	Check	1100795	10/26/2021	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1100796	10/26/2021	Accounts Payable	AZ ASSN OF COUNTIES	249.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100797	10/26/2021	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1100798	10/26/2021	Accounts Payable	AZ SECRETARY OF STATE	43.00
Open	NBAZ - Warrant Clearing Account	Check	1100799	10/26/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	748.14
Open	NBAZ - Warrant Clearing Account	Check	1100800	10/26/2021	Accounts Payable	BERNICE BEGAY	92.00
Open	NBAZ - Warrant Clearing Account	Check	1100801	10/26/2021	Accounts Payable	SARAH MAE BEGAY	475.00
Open	NBAZ - Warrant Clearing Account	Check	1100802	10/26/2021	Accounts Payable	BLUE LINE TOWING	254.00
Open	NBAZ - Warrant Clearing Account	Check	1100803	10/26/2021	Accounts Payable	BOOT BARN	458.64
Open	NBAZ - Warrant Clearing Account	Check	1100804	10/26/2021	Accounts Payable	DEVIN BROWN	388.43
Open	NBAZ - Warrant Clearing Account	Check	1100805	10/26/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1100806	10/26/2021	Accounts Payable	CDW GOVERNMENT LLC	354.31
Open	NBAZ - Warrant Clearing Account	Check	1100807	10/26/2021	Accounts Payable	CELLULAR ONE NE AZ	714.20
Open	NBAZ - Warrant Clearing Account	Check	1100808	10/26/2021	Accounts Payable	CNA SURETY	50.00
Open	NBAZ - Warrant Clearing Account	Check	1100809	10/26/2021	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	436.72
Open	NBAZ - Warrant Clearing Account	Check	1100810	10/26/2021	Accounts Payable	COPPER STATE BOLT & NUT CO	246.56
Open	NBAZ - Warrant Clearing Account	Check	1100811	10/26/2021	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	180.00
Open	NBAZ - Warrant Clearing Account	Check	1100812	10/26/2021	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	1,407.80
Open	NBAZ - Warrant Clearing Account	Check	1100813	10/26/2021	Accounts Payable	FERRIN CROSBY	71.81
Open	NBAZ - Warrant Clearing Account	Check	1100814	10/26/2021	Accounts Payable	SUEANNE K CZARNYSZKA	249.32
Open	NBAZ - Warrant Clearing Account	Check	1100815	10/26/2021	Accounts Payable	TROY D CZARNYSZKA	762.71
Open	NBAZ - Warrant Clearing Account	Check	1100816	10/26/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	248.23
Open	NBAZ - Warrant Clearing Account	Check	1100817	10/26/2021	Accounts Payable	DOUBLE RADIUS	3,200.14
Open	NBAZ - Warrant Clearing Account	Check	1100818	10/26/2021	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	408.63
Open	NBAZ - Warrant Clearing Account	Check	1100819	10/26/2021	Accounts Payable	EMPIRE MACHINERY	1,672.37
Open	NBAZ - Warrant Clearing Account	Check	1100820	10/26/2021	Accounts Payable	ESRI INC	2,622.88
Open	NBAZ - Warrant Clearing Account	Check	1100821	10/26/2021	Accounts Payable	FAIRFIELD INN & SUITES PHX MIDTOWN	1,118.95
Open	NBAZ - Warrant Clearing Account	Check	1100822	10/26/2021	Accounts Payable	FRONTIER	732.52
Open	NBAZ - Warrant Clearing Account	Check	1100823	10/26/2021	Accounts Payable	FRONTIER	348.47
Open	NBAZ - Warrant Clearing Account	Check	1100824	10/26/2021	Accounts Payable	FRONTIER	74.80
Open	NBAZ - Warrant Clearing Account	Check	1100825	10/26/2021	Accounts Payable	FRONTIER	808.59
Open	NBAZ - Warrant Clearing Account	Check	1100826	10/26/2021	Accounts Payable	FRONTIER	24.79
Open	NBAZ - Warrant Clearing Account	Check	1100827	10/26/2021	Accounts Payable	FRONTIER	172.16
Open	NBAZ - Warrant Clearing Account	Check	1100828	10/26/2021	Accounts Payable	FRONTIER	397.40
Open	NBAZ - Warrant Clearing Account	Check	1100829	10/26/2021	Accounts Payable	FRONTIER	1,882.19
Open	NBAZ - Warrant Clearing Account	Check	1100830	10/26/2021	Accounts Payable	FRONTIER	4,635.02
Open	NBAZ - Warrant Clearing Account	Check	1100831	10/26/2021	Accounts Payable	FUTURE TIRE	2,622.49
Open	NBAZ - Warrant Clearing Account	Check	1100832	10/26/2021	Accounts Payable	GALLUP INDEPENDENT	450.00
Open	NBAZ - Warrant Clearing Account	Check	1100833	10/26/2021	Accounts Payable	GALLUP LUMBER & SUPPLY	493.30
Open	NBAZ - Warrant Clearing Account	Check	1100834	10/26/2021	Accounts Payable	GILA ELECTRONICS	554.17
Open	NBAZ - Warrant Clearing Account	Check	1100835	10/26/2021	Accounts Payable	GRAINGER	54.13

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100836	10/26/2021	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
Open	NBAZ - Warrant Clearing Account	Check	1100837	10/26/2021	Accounts Payable	HAMBLIN & ASSOCIATES LLC	8,700.00
Open	NBAZ - Warrant Clearing Account	Check	1100838	10/26/2021	Accounts Payable	PAUL HANCOCK	163.52
Open	NBAZ - Warrant Clearing Account	Check	1100839	10/26/2021	Accounts Payable	HILL AZ GROCERY STORE	91.65
Open	NBAZ - Warrant Clearing Account	Check	1100840	10/26/2021	Accounts Payable	HILLYARD/FLAGSTAFF	319.83
Open	NBAZ - Warrant Clearing Account	Check	1100841	10/26/2021	Accounts Payable	HOME DEPOT	3,039.21
Open	NBAZ - Warrant Clearing Account	Check	1100842	10/26/2021	Accounts Payable	BO HOUNSHELL	90.00
Open	NBAZ - Warrant Clearing Account	Check	1100843	10/26/2021	Accounts Payable	BRIAN HOUNSHELL	55.75
Open	NBAZ - Warrant Clearing Account	Check	1100844	10/26/2021	Accounts Payable	INNOVATIVE UAS	7,759.60
Open	NBAZ - Warrant Clearing Account	Check	1100845	10/26/2021	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	1,125.00
Open	NBAZ - Warrant Clearing Account	Check	1100846	10/26/2021	Accounts Payable	INVENTORY TRADING COMPANY	342.57
Open	NBAZ - Warrant Clearing Account	Check	1100847	10/26/2021	Accounts Payable	LELAND C JAMES	281.54
Open	NBAZ - Warrant Clearing Account	Check	1100848	10/26/2021	Accounts Payable	PAUL JARAMILLO JR	3.00
Open	NBAZ - Warrant Clearing Account	Check	1100849	10/26/2021	Accounts Payable	KIMBALL EQUIPMENT COMPANY	1,921.42
Open	NBAZ - Warrant Clearing Account	Check	1100850	10/26/2021	Accounts Payable	SUSAN KOCH	401.18
Open	NBAZ - Warrant Clearing Account	Check	1100851	10/26/2021	Accounts Payable	KONICA MINOLTA	71.13
Open	NBAZ - Warrant Clearing Account	Check	1100852	10/26/2021	Accounts Payable	LANGUAGE LINE SERVICES INC	13.00
Open	NBAZ - Warrant Clearing Account	Check	1100853	10/26/2021	Accounts Payable	MICHAEL LATHAM	600.31
Open	NBAZ - Warrant Clearing Account	Check	1100854	10/26/2021	Accounts Payable	KYLIE RAE LAUNIUIVAO	1,588.75
Open	NBAZ - Warrant Clearing Account	Check	1100855	10/26/2021	Accounts Payable	LOWES #24	176.93
Open	NBAZ - Warrant Clearing Account	Check	1100856	10/26/2021	Accounts Payable	CASEY MIKE	290.00
Open	NBAZ - Warrant Clearing Account	Check	1100857	10/26/2021	Accounts Payable	NAPA	503.76
Open	NBAZ - Warrant Clearing Account	Check	1100858	10/26/2021	Accounts Payable	NAVAJO SANITATION INC	47.70
Open	NBAZ - Warrant Clearing Account	Check	1100859	10/26/2021	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	200.34
Open	NBAZ - Warrant Clearing Account	Check	1100860	10/26/2021	Accounts Payable	NAVAJO TRACTOR SALES INC	549.37
Open	NBAZ - Warrant Clearing Account	Check	1100861	10/26/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,433.40
Open	NBAZ - Warrant Clearing Account	Check	1100862	10/26/2021	Accounts Payable	NAVAJO WESTERNERS	919.94
Open	NBAZ - Warrant Clearing Account	Check	1100863	10/26/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	4,850.26
Open	NBAZ - Warrant Clearing Account	Check	1100864	10/26/2021	Accounts Payable	FLORA NEZ	92.00
Open	NBAZ - Warrant Clearing Account	Check	1100865	10/26/2021	Accounts Payable	LARRY NOBLE	228.36
Open	NBAZ - Warrant Clearing Account	Check	1100866	10/26/2021	Accounts Payable	NOEL'S INC	421.40
Open	NBAZ - Warrant Clearing Account	Check	1100867	10/26/2021	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	616.85
Open	NBAZ - Warrant Clearing Account	Check	1100868	10/26/2021	Accounts Payable	ANTONY C NOTAH	119.56
Open	NBAZ - Warrant Clearing Account	Check	1100869	10/26/2021	Accounts Payable	OFFICE DEPOT	2,834.90
Open	NBAZ - Warrant Clearing Account	Check	1100870	10/26/2021	Accounts Payable	ORACLE ENGINEERING GROUP INC	1,320.00
Open	NBAZ - Warrant Clearing Account	Check	1100871	10/26/2021	Accounts Payable	OVERDRIVE INC	288.13
Open	NBAZ - Warrant Clearing Account	Check	1100872	10/26/2021	Accounts Payable	RYAN N PATTERSON	275.00
Open	NBAZ - Warrant Clearing Account	Check	1100873	10/26/2021	Accounts Payable	PENWORTHY COMPANY	277.59
Open	NBAZ - Warrant Clearing Account	Check	1100874	10/26/2021	Accounts Payable	PREMIER DRY CLEANING	130.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100875	10/26/2021	Accounts Payable	PRO PETROLEUM	21,297.62
Open	NBAZ - Warrant Clearing Account	Check	1100876	10/26/2021	Accounts Payable	QUALITY READY MIX INC	5,829.20
Open	NBAZ - Warrant Clearing Account	Check	1100877	10/26/2021	Accounts Payable	QUILL CORP	3,089.16
Open	NBAZ - Warrant Clearing Account	Check	1100878	10/26/2021	Accounts Payable	REDW LLC	8,575.00
Open	NBAZ - Warrant Clearing Account	Check	1100879	10/26/2021	Accounts Payable	RHINEHART OIL CO	25.24
Open	NBAZ - Warrant Clearing Account	Check	1100880	10/26/2021	Accounts Payable	RICOH USA INC	529.57
Open	NBAZ - Warrant Clearing Account	Check	1100881	10/26/2021	Accounts Payable	RIGG LAW FIRM PLLC	3,504.00
Open	NBAZ - Warrant Clearing Account	Check	1100882	10/26/2021	Accounts Payable	SAFEWAY INC	37.08
Open	NBAZ - Warrant Clearing Account	Check	1100883	10/26/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,537.61
Open	NBAZ - Warrant Clearing Account	Check	1100884	10/26/2021	Accounts Payable	SOUTHERN TIRE MART LLC	553.91
Open	NBAZ - Warrant Clearing Account	Check	1100885	10/26/2021	Accounts Payable	SPARKLETTS WATER	40.34
Open	NBAZ - Warrant Clearing Account	Check	1100886	10/26/2021	Accounts Payable	ST JOHNS CITY	83.40
Open	NBAZ - Warrant Clearing Account	Check	1100887	10/26/2021	Accounts Payable	STAPLES CREDIT PLAN	173.29
Open	NBAZ - Warrant Clearing Account	Check	1100888	10/26/2021	Accounts Payable	ROCKY STEINMETZ	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100889	10/26/2021	Accounts Payable	THE POUR STATION	8.00
Open	NBAZ - Warrant Clearing Account	Check	1100890	10/26/2021	Accounts Payable	JEREL THOMAS	141.00
Open	NBAZ - Warrant Clearing Account	Check	1100891	10/26/2021	Accounts Payable	TRUCKVAULT INC	4,793.25
Open	NBAZ - Warrant Clearing Account	Check	1100892	10/26/2021	Accounts Payable	TYLER TECHNOLOGIES INC	36,405.30
Open	NBAZ - Warrant Clearing Account	Check	1100893	10/26/2021	Accounts Payable	ULINE INC	5,866.79
Open	NBAZ - Warrant Clearing Account	Check	1100894	10/26/2021	Accounts Payable	UNIFIRST CORPORATION	187.97
Open	NBAZ - Warrant Clearing Account	Check	1100895	10/26/2021	Accounts Payable	US POSTMASTER	130.00
Open	NBAZ - Warrant Clearing Account	Check	1100896	10/26/2021	Accounts Payable	VALLEY AUTO PARTS	1,512.95
Open	NBAZ - Warrant Clearing Account	Check	1100897	10/26/2021	Accounts Payable	HEATHER VAN DER NOORD	105.67
Open	NBAZ - Warrant Clearing Account	Check	1100898	10/26/2021	Accounts Payable	VERIZON WIRELESS	2,009.11
Open	NBAZ - Warrant Clearing Account	Check	1100899	10/26/2021	Accounts Payable	WOODLAND BUILDING CENTER	19.08
Open	NBAZ - Warrant Clearing Account	Check	1100900	10/26/2021	Accounts Payable	XEROX CORP	241.47
Open	NBAZ - Warrant Clearing Account	Check	1100901	10/26/2021	Accounts Payable	JAY YELLOWHORSE	878.75
Open	NBAZ - Warrant Clearing Account	Check	1100902	10/26/2021	Accounts Payable	LISA BERTUZZI	89.99
Open	NBAZ - Warrant Clearing Account	Check	1100903	10/26/2021	Accounts Payable	ROUND VALLEY RODEO JR	200.00
Open	NBAZ - Warrant Clearing Account	Check	1100928	10/26/2021	Accounts Payable	A SPEEDY CASH CAR TITLE LOANS LLC	174.25
Open	NBAZ - Warrant Clearing Account	Check	1100929	10/26/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	406.30
Open	NBAZ - Warrant Clearing Account	Check	1100930	10/26/2021	Accounts Payable	APACHE COUNTY FSA	813.24
Open	NBAZ - Warrant Clearing Account	Check	1100931	10/26/2021	Accounts Payable	APACHE COUNTY HSA	3,913.49
Open	NBAZ - Warrant Clearing Account	Check	1100932	10/26/2021	Accounts Payable	APACHE COUNTY MEDICAL	163,862.07
Open	NBAZ - Warrant Clearing Account	Check	1100933	10/26/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	140,305.56
Open	NBAZ - Warrant Clearing Account	Check	1100934	10/26/2021	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1100935	10/26/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	112,114.27
Open	NBAZ - Warrant Clearing Account	Check	1100936	10/26/2021	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1100937	10/26/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,379.04

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100938	10/26/2021	Accounts Payable	CORP AOC DISABILITY	14.66
Open	NBAZ - Warrant Clearing Account	Check	1100939	10/26/2021	Accounts Payable	CORP DISABILITY	123.34
Open	NBAZ - Warrant Clearing Account	Check	1100940	10/26/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,452.27
Open	NBAZ - Warrant Clearing Account	Check	1100941	10/26/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,742.64
Open	NBAZ - Warrant Clearing Account	Check	1100942	10/26/2021	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	Check	1100943	10/26/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1100944	10/26/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1100945	10/26/2021	Accounts Payable	GURSTEL LAW FIRM PC	258.25
Open	NBAZ - Warrant Clearing Account	Check	1100946	10/26/2021	Accounts Payable	NATIONWIDE	2,798.05
Open	NBAZ - Warrant Clearing Account	Check	1100947	10/26/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1100948	10/26/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,592.54
Open	NBAZ - Warrant Clearing Account	Check	1100949	10/26/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1100950	10/26/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,415.22
Open	NBAZ - Warrant Clearing Account	Check	1100951	10/26/2021	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1100952	10/26/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1100953	10/26/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	996.00
Open	NBAZ - Warrant Clearing Account	Check	1100954	10/26/2021	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	420.45
Open	NBAZ - Warrant Clearing Account	Check	1100955	10/27/2021	Accounts Payable	ROSCOE GEORGE HERRERA	56.00
Open	NBAZ - Warrant Clearing Account	Check	1100956	10/27/2021	Accounts Payable	KIMBALL EQUIPMENT COMPANY	247.84
Open	NBAZ - Warrant Clearing Account	Check	1100957	10/27/2021	Accounts Payable	RYAN N PATTERSON	62.72
Open	NBAZ - Warrant Clearing Account	Check	1100958	10/27/2021	Accounts Payable	JOE SHIRLEY JR	1,466.09

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Date/Time Stamp

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

County Manager

Date/Signature:

10/25/21 

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

Request approval of minutes dated October 5, 2021 and October 13, 2021

BOS Meeting Date Requested 11/2/21

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

October 5, 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 Chief Deputy County Attorney Joe Young.

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

Matt Fish gave the invocation.

Joe Young led the Pledge of Allegiance.

Chairman Shirley called for the Health District items.

Stephanie McCarthy Health District Manager requested approval of the agreement between the Apache County Public Health District (ACPHD), the Arizona Local Government Employee Health Benefit Trust (AZLGEBT) and the Rural Arizona Group Health Trust (RAGHT) replacing Section II (1)(A) and Exhibit A, to provide Flu & Pneumonia vaccination services. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Stephanie McCarthy, Health District Manager, requested approval to eliminate the following positions: Six (6) Health Educator I positions (Range 24), two (2) Administrative Assistant I positions (Range 26), one (1) Program Coordinator I position (Range 29) and 1 Program Coordinator II position (Range 34); and create the following positions and fill within the range: two (2) Program Coordinator III positions (Range 38), one (1) Environmental Health Specialist (Range 38), and one (1) Administrative Coordinator position (Range 42). The requested changes will result in a savings of approximately \$33,000 annually. Mr. Shepherd moved approval, seconded by Mr. Davis. Vote was unanimous.

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

Chairman Shirley called for the Library District item.

Dolly Patterson, on behalf of the Library District, requested approval to accept a donation of new 254 books at our Sanders Library Branch from the Navajo Nation Library. Ms. Patterson stated the value of donation equals \$3,031. **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 Jail District item.

Chief Deputy Sheriff Roscoe Herrera requested approval of the updated contract with the Tohono O'Odham Nation for housing inmates in the Apache County Jail. **Mr. Shepherd moved approval seconded by Mr. Davis.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Matt Fish, Community Development Director presented the item following a public hearing, discussion, and possible approval of amending Apache County Ordinance Article 4, creating Section 436 Utility Renewable Energy Systems Ordinance for the purpose of establishing requirements for the development of utility-scale renewable energy production facilities. The Planning & Zoning Commission unanimously recommended approval at the September 2, 2021 meeting. **Mr. Shepherd moved to open the public hearing, seconded by Mr. Davis.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Davis made the motion to close the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. **Mr. Davis moved to approve the amendment to the Apache County Ordinance Article 4 as stated by Mr. Fish, seconded by Mr. Shepherd.** Vote was unanimous.

Matt Fish, Community Development Director, requested approval to accept a Memorandum of Agreement between members of Brownfields Assessment Coalition regarding EPA Cooperative No. BE-98T22501 awarded by the EPA on May 11, 2021. Mr. Fish stated the grant period is October 1, 2021 to September 20, 2024, in the amount of \$600,000. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items. A-E and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board:
A. Request approval of demands as distributed to the Apache County Board of Supervisors:
between September 7, 2021. Payee Amount GREGORY GARCIA 1,200.00 NATIONAL BANK
20,514.70 AMAZON CAPITAL SERVICES INC 3,474.08 ARIZONA ELEVATOR
SOLUTIONS INC 3,274.90 ARIZONA MOTORS SNOWFLAKE 3,600.00 AZ DEPT OF
RISK MANAGEMENT 1,439.99 AZ SUPREME COURT 3,670.82 BOB BARKER
COMPANY INC 2,174.24 CONTRACT PHARMACY SERVICES INC 1,855.50 CORNWELL
TOOLS 2,590.85 DELL COMPUTER CORPORATION 1,919.28 DESERT MOUNTAIN
CORPORATION 10,857.21 EATON SALES & SERVICE 5,963.00 EMPIRE MACHINERY
44,794.52 FIRE SUPPLY DEPOT LLC 2,794.95 FLEET PRIDE 4,823.03 HAMBLIN LAW
OFFICE PLC 8,500.00 ROBERT JAMES HIGGINS 3,690.00 HIGH COUNTRY SIGNS LLC
10,140.00 HILLYARD/FLAGSTAFF 7,154.39 KYLIE RAE LAUNIUVAO 1,672.50 LIGHT
HOUSE OF ARIZONA 1,390.62 NAVAJO TRIBAL UTILITY AUTHORITY 1,859.95
NORTHLAND PIONEER COLLEGE 37,960.33 PACIFIC PONDEROSA CO INC 16,077.40
PATRIOT FLAGPOLES 2,780.43 DANA BRYCE PATTERSON 8,500.00 PITNEY BOWES
2,965.61 QUILL CORP 3,798.72 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00
RHINEHART OIL CO 38,047.98 SECURUS TECHNOLOGIES INC 2,008.75 SITECH

SOUTHWEST LLC 37,206.01 SOUTHERN TIRE MART LLC 25,224.88 SPEEDY SALES AND SERVICE 3,551.00 ST JOHNS CITY 2,533.45 THE AARONS COMPANY LLC 3,000.00 THE SANDBAGGER LLC 24,433.40 TRINITY SERVICES GROUP INC 16,133.33 TYLER TECHNOLOGIES INC 2,309.43 VALLEY AUTO PARTS 1,315.90 YAVAPAI COUNTY GOVERNMENT 7,750.00 YAZZIE'S AUTO PARTS INC 4,159.81 APACHE COUNTY HSA 3,778.49 APACHE COUNTY MEDICAL 165,524.98 APACHE COUNTY TAX WITHHOLDING 149,246.67 ASRS LEGACY EORP 8,270.90 AZ STATE RETIREMENT SYSTEM 112,025.72 COLONIAL LIFE AND ACCIDENT INS 1,396.80 CORRECTIONS OFFICER RET PLAN 11,328.09 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,825.62 EORP LEGACY 1,360.17 NATIONWIDE 2,734.12 NATIONWIDE TRUST FSB 11,592.54 PUBLIC SAFETY PERSONNEL 401 13,443.69 PUBLIC SAFETY SHERIFF RET 9,709.99 ABSOLUTE EXHIBITS INC 1,395.00 ADHS AZ HEALTH CARE COST 22,400.00 ALLEGRA 2,182.15 AMAZON CAPITAL SERVICES INC 6,065.56 AZ COUNTIES INSURANCE POOL 3,798.70 AZ DEPT OF HEALTH SERVICES 1,545.00 AZLGEBT 327,267.76 BAUMAN HOME AND AUTO INC 1,105.02 BURNHAM MORTUARY 1,000.00 DESERT MOUNTAIN CORPORATION 4,203.01 EATON SALES & SERVICE 30,996.54 GOVERLAN INC 1,746.00 HIGH COUNTRY SIGNS LLC 4,700.00 INGRAM LIBRARY SERVICES 3,151.34 INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC 1,025.00 KIMBALL EQUIPMENT COMPANY 1,196.16 MICHAEL LATHAM 2,330.11 NAVAJO TRIBAL UTILITY AUTHORITY 3,314.07 NAVOPACHE ELECTRIC COOPERATIVE 9,607.26 NICOLL CONSTRUCTION LLC 33,251.63 PACIFIC PONDEROSA CO INC 12,466.16 POWERSCREEN WESTERN LLC 3,000.00 QUILL CORP 15,373.50 RHINEHART OIL CO 51,421.52 RV STRIPES & GRAPHICS, INC. 2,313.90 SAUL'S CREEK ENGINEERING INC 7,920.00 LAURENCE SCHIFF 1,800.00 SECURUS TECHNOLOGIES INC 1,565.41 STAN'S DIESEL AND PERFORMANCE 1,032.53 THOMSON REUTERS WEST 1,450.24 TYLER TECHNOLOGIES INC 15,325.13 UNITED RENTALS 5,653.72 VERIZON WIRELESS 1,755.15 VICTORY SUPPLY LLC 6,338.71 WALMART COMMUNITY 2,123.66 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,890.45 WOODSON ENGINEERING & SURVEYING INC 6,415.00 WRIGHT EXPRESS FSC WEX 3,610.24 JOSEPH YOUNG 1,800.00 AMAZON CAPITAL SERVICES INC 2,710.53 ASTRO DISTRIBUTING 6,524.00 BAUMAN HOME AND AUTO INC 2,439.05 BLUE KNIGHT SECURITY LLC 3,125.00 BREWER LAW OFFICE PLLC 8,500.00 CATERPILLAR FINANCIAL SERVICES CORPORATION 92,124.15 CDW GOVERNMENT LLC 131,866.60 CONSOLIDATED ELECTRICAL DISTRIBUTORS 1,083.40 COURTYARD - PHOENIX/AVONDALE 1,363.52 DESERT MOUNTAIN CORPORATION 15,079.42 EMPIRE MACHINERY 5,467.84 FRONTIER 1,379.00 FSU CENTER FOR PREVENTION AND EIP 1,100.00 GOLIGHTLY TIRE 3,954.76 KLINT HEAP 1,400.00 INGRAM LIBRARY SERVICES 1,415.07 KIMBALL EQUIPMENT COMPANY 1,980.98 KYLIE RAE LAUNIUVAO 1,722.50 LEGATE, PENROD & ASSOCIATES 5,160.00 MOUNTAIN COMFORT HEATING AND COOLING 2,313.00 NAVAJO TRIBAL UTILITY AUTHORITY 3,137.10 NAVOPACHE ELECTRIC COOPERATIVE 4,817.36 PERFECT PRINTZ LLC 9,172.22 PRO PETROLEUM 20,078.97 QUILL CORP 2,884.78 RIGG LAW FIRM PLLC 2,736.00 SECURUS TECHNOLOGIES INC 1,708.28 ST JOHNS EMERGENCY SERVICES 1,063.26 SUMMIT HEALTHCARE MEDICAL ASSOCIATES 2,500.00 TEN COW COMPANY INC 1,676.93 THE GUIDANCE CENTER 1,173.00 WRIGHT EXPRESS FSC WEX 3,632.00 A FINANCIAL CHOICE INC

AERUS ELECTROLUX 9,100.00 ALLEGRA 5,381.34 AMAZON CAPITAL SERVICES INC 5,636.53 ARIZONA ELEVATOR SOLUTIONS INC 3,347.67 ASTRO DISTRIBUTING 1,075.00 AZ DEPT OF REVENUE 3,233.19 BLUE KNIGHT SECURITY LLC 2,225.00 BURNHAM MORTUARY 1,000.00 EMPIRE MACHINERY 942,879.98 FLEET PRIDE 1,081.83 GABRIEL FREELAND 1,458.96 FRONTIER 4,664.05 FRONTIER 1,881.77 FUTURE TIRE 4,183.67 J & B SALES 3,354.50 JCG TECHNOLOGIES INC 2,100.00 TYRON JENSEN 1,509.50 JOHNSON APPRAISAL GROUP PLLC 1,212.30 LEXIPOL LLC 10,588.34 NAVOPACHE ELECTRIC COOPERATIVE 10,151.62 NEWMAN SIGNS INC 5,299.64 NOR-KEM DISTRIBUTORS INC 1,068.43 PERKINS CINDERS INC 1,860.66 PIMA COUNTY MEDICAL 2,500.00 PRO PETROLEUM 20,106.83 QUILL CORP 3,200.98 R&S NORTHEAST LLC 4,093.61 JOHN MICHAEL ROBERTSON 3,411.77 S R ROBERTS INC 1,943.20 SANOFI PASTEUR INC 4,804.02 SECURUS TECHNOLOGIES INC 2,059.95 SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT 1,366.62 SOUTHERN TIRE MART LLC 1,931.40 SPEEDY SALES AND SERVICE 3,291.30 ST JOHNS EMERGENCY SERVICES 2,126.52 TEK TOOLS 6,578.68 THE GUIDANCE CENTER 1,000.00 VERIZON WIRELESS 4,221.77 WOODLAND BUILDING CENTER 1,057.89 YAZZIE'S AUTO PARTS INC 1,736.10 APACHE COUNTY TAX WITHHOLDING 147,393.79 ASRS LEGACY EORP 8,270.90 AZ STATE RETIREMENT SYSTEM 111,843.38 CORRECTIONS OFFICER RET PLAN 12,134.70 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,617.96 EORP LEGACY 1,360.17 NATIONWIDE 1,602.11 NATIONWIDE TRUST FSB 3,589.60 PUBLIC SAFETY PERSONNEL 401 13,443.69 PUBLIC SAFETY SHERIFF RET 9,558.81 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated September 7, 2021. C. Request approval of a resolution in support of the Northern Arizona Council of Governments (NACOG) Comprehensive Economic Development Strategy.

RESOLUTION 2021 -15

RESOLUTION OF APACHE COUNTY BOARD OF SUPERVISORS IN SUPPORT OF THE 2020-2025 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY, A COLLABORATIVE EFFORT OF THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG) ECONOMIC DEVELOPMENT REGIONAL COUNCIL, ECONOMIC DEVELOPMENT COUNCIL, AND CEDS SUBCOMMITTEE.

The Apache County Board of Supervisors, Arizona finds:

1. The Board of Supervisors supports the 2020-2025 Comprehensive Economic Development (CED) Strategy created to provide strategic planning and resilience planning for the northern Arizona region, including the four counties of Apache, Coconino, Navajo and Yavapai;
2. The Board of Supervisors supports the activities of the Economic Development District (EDD) and the CED'S update which have been overseen by the NACOG Economic Development Council (EDC), and representing communities within the EDD, public, private, and regional workforce areas and utility partners; and
3. The Board of Supervisors recognizes the EDC's collective regional economic and workforce expertise and knowledge proved invaluable in defining district resources and needs detailed in the 2020-2025 Comprehensive Economic Development Strategy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors:

1. The Board of Supervisors supports the 2020-2025 CED Strategy "*regional vision*" is to create a quality, sustainable regional economy while preserving our heritage and natural resources; and
2. The Board of Supervisors supports the 2020-2025 CED Strategy "*regional mission*" to strengthen and elevate regional economic opportunities, through a collaborative regional approach.

/s/ Dr. Joe Shirley, Jr.
Chairman of Board

ATTEST:
/s/ Ryan N. Patterson
Clerk of the Board

Approved this 5th day of October, 2021.

Treasurer's Office: D. Notification the Treasurer's Office will post County monthly financial reports on the County website pursuant to A.R.S. 11-501. E. Request approval of a "Certificate of Removal and Abatement of Taxes" pursuant to A.R.S. 42-18351(1). Total taxes, penalties, and interest to be abated in the amount of \$5,439.16 for property account number R0031813, R0110239, R0110241, R0110240, R0110242, and R0050390. Vote was unanimous for Consent Agenda items A-D.

Stephine McCarthy, Human Resources Manager, requested approval of Independent Contractor Morgan Brown for administrative services, employee appeals and related items. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson, on behalf of the Engineering Department, requested approval to update the culvert bid due to a price increase. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson requested approval of a resolution to act as the fiscal agent for the Vernon Fire District upon award of a grant through the Pascua Yaqui Tribe. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

RESOLUTION NUMBER: 2021-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, ACCEPTING FUNDING FROM THE PASCUA YAQUI TRIBE FOR
PURCHASE OF EQUIPMENT

WHEREAS, the Vernon Fire Department has identified the need to for a Type 3 Fire Apparatus.

WHEREAS, the Vernon Fire Department has applied for funding to purchase such equipment with the Pascua Yaqui Tribe revenue sharing funds.

WHEREAS, upon award of \$405,000 by the Pascua Yaqui Tribe the Apache County Board of Supervisors resolves to accept these monies on behalf of the Vernon Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Apache, Arizona as follows:

That the grant funds proposed by the Pascua Yaqui Tribe in the amount of \$405,000, for the purchase of equipment be acknowledged and accepted.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 5th day of October, 2021.

/s/ Dr. Joe Shirley, Jr.
Chairman of the Board

ATTEST:
Ryan N. Patterson
Clerk of the Board

Chief Deputy Sheriff Roscoe Herrera requested approval to agree to a Letter of Agency with Arizona Department of Administration (ADOA) and Comtech SST to allow Comtech SST access to Apache County 9-1-1 services and to act on the County's behalf for the purpose of providing NG9-1-1 services. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Sheriff Dedman requested approval of a contract with Advance Correctional Care in accordance with Bid #B21-04-001 for Provision of Health Care Services. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Troy Czarnyszka, Court Administrator, requested approval for the FY22 Fill the Gap Grant Application in the amount of \$29,615.00. Mr. Czarnyszka stated these funds are generated from court fines and fees and set aside for necessary court operations within Apache County. Mr. Czarnyszka stated this will not affect the overall budget. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Marleita Begay, Apache County Treasurer, recognized the Apache County Teacher of the Year Marisol Calderon Santacoloma. Chairman Shirley thanked Ms. Santacoloma for her service to the students of Apache County. Ms. Santacoloma thanked the Board and Mrs. Begay for the recognition. No action was needed or taken.

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

Approved this 2nd day of November, 2021.

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

October 13, 2021
St. Johns, Arizona

Participating via the telephone was Chairman Joe Shirley Jr., and Vice Chairman Alton Joe Shepherd. Present was Supervisor Nelson Davis, County Manager/Clerk of the Board Ryan Patterson and County Engineer Ferrin Crosby.

Chairman Shirley called to order the Board of Supervisors special meeting at 3:00 p.m. in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Ferrin Crosby, County Engineer, requested approval to award Bid #202110 for culvert silt removal to Riley Industrial.

Riley Industrial Services, Inc.

18" \$25.00

24" \$30.00

28" \$35.00

32" \$40.00

36" \$45.00

E.W. Parker Enterprises

18" \$139.00

24" \$144.00

28" \$149.00

32" \$154.00

36" \$160.00

Mr. Davis moved approval to award the bid the Riley Industrial, seconded by Mr. Shepherd. Vote was unanimous.

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

Approved this 2nd day of November, 2021.

Dr. Joe Shirley, Jr.
Chairman of the Board

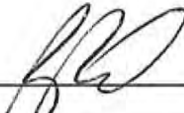
Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: _____

10/25/21/10


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

Resolution regarding the Ganado Loop

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

ALTON JOE SHEPHERD
VICE 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

A RESOLUTION AUTHORIZING THE REQUEST OF THE ARIZONA LEGISLATURE IN ITS 2021 REGULAR SESSION APPROPRIATES THE SUM OF \$990,334.00 FOR THE CONSTRUCTION REPAIRS AND UPGRADES OF COUNTY ROAD C-420 GANADO SCHOOL LOOP ROAD PREVIOUSLY CONSTRUCTED AS RS-656 (1)P 0656 AP IN APACHE COUNTY DISTRICT 2.

2021-__

WHEREAS, the Apache County Board of Supervisors, acting under its authority to purchase real property for the benefit and use of the County; and

WHEREAS, the Ganado Unified School District manages three state public schools serving 1220 students and 93 teachers. The District takes pride in the programs and services offered to their students. Ganado USD provides the latest technology, resources and instructional aids to ensure students are ready for post-secondary education and beyond; and

WHEREAS, Apache County District 2 and Ganado Unified School District are dedicated to the safety and well-being of our school aged children. Striving to provide a safe, reliable and efficient unified system of transportation services responsive to the needs of school aged children and their families; and

WHEREAS, the Ganado School Loop (C-420) is utilized by the School District to house its transportation department, bus yard, facility management department and academic classrooms for meeting the educational needs of the District's students.

IT IS THEREFORE RESOLVED that Apache County through its Board of Supervisors, requests the Arizona Legislature in its 2021 Regular Session to appropriate the sum of \$990,334.00 for the construction, repairs and upgrades of County Road C-420 Ganado School Loop Road previously constructed as RS-656 (1)P 0656 AP in Apache County District 2.

IT IS FURTHER RESOLVED that the Clerk of the Board forward this resolution to the President of the Arizona State Senate: Honorable Karen Fann, Speaker of the Arizona House of Representatives: Honorable Rusty Bowers, the Chair of the Senate Appropriations Committee: Honorable David Gowan, the Chair of the House Appropriations Committee: Honorable Regina Cobb, the Chair of the Senate Transportation Committee: Honorable Tyler Pace, the Chair of House Transportation Committee: Honorable Frank Carroll and District 7 members Senator Jamescita Peshlakai, Representative Jasmine Blackwater-Nygren and Representative Myron Tsosie.

Approved this 2nd day of November, 2021.

Attest:

Joe Shirley, Jr.
Chairman of the Board

Ryan Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name Emergency Management

Date/Signature: [Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval of an extension to the WFHF 18-202 Grant to December 31, 2021.

BOS Meeting Date: November 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 _____



GRANT AMENDMENT

Arizona Department of
Forestry and Fire
Management

1110 W. Washington, Ste 500
Phoenix, Arizona 85007
(602) 771-1400

Grant No: WFHF 18-202

Apache County

Amendment No: 3

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 October 14th, 2021, the term of this agreement shall be extended to an end date of December 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**

Signature

Date

Authorized Signatory's Name and Title

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

Signature

Date

State Forester

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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 make Brian Hounshell the applicant agent for Public Assistance until further notice.

BOS Meeting Date: November 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 _____

ARIZONA DIVISION OF EMERGENCY MANAGEMENT DESIGNATION OF APPLICANT'S AGENT FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following term:

- ☐ For PCA No. _____ only ☐ For the period of ____ to ____ ☒ Until further notice
☐ Until further notice for HAZMAT incident

Applicant Name: Brian Hounshell

CERTIFICATION

I, Joe Shirley Jr., duly appointed and Chairman of
(Authorizing Official's Name) (Title)

Apache County Board of Supervisors, do hereby certify that the information below is true
(Applicant Name)

and correct, based on a resolution passed and approved by the Board of Supervisors
(Governing Body)

of Apache County on the _____ day of _____,
(Applicant Name) (day) (month) (year)

Brian Hounshell has been designated as the Applicant Agent
(Name of Designated Applicant Agent)

to act on behalf of Apache County
(Applicant Name)

(Authorizing Official's Signature) Chairman of the Board of Supervisors (Title) (Date)

Designated Applicant's Agent

Name Brian Hounshell

Title/Official Position Emergency Management Director

Mailing Address PO Box 428

City, State, Zip St Johns, AZ 85936

Daytime Telephone Number 9285518024 Fax _____
(Please include area code and extension if not a direct number)

E-mail Address bhounshell@co.apache.az.us Pager/Cell _____

For ADEM Use Only

Received By: _____
(Initials & Date)

July 2000

Form # AZ PA 204-4

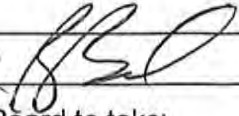
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

County Manager

Date/Signature: _____

10/25/21 

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 Liquor License Application recommendation for Kimberly Moya, Covington Wines located at 93 County Road, Greer, Arizona.

BOS Meeting Date Requested 11/2/21

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 _____



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 9-30-21 Date of Posting Removal: 10/21/21

Applicant's Name: Moya Kimberly I
Last First Middle

Business Address: 93 County ROAD Greer 85927
Street City Zip

License #: Job # 152887

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

DALE HAUSER ADD 928-337-7531
Print Name of City/County Official Title Phone Number

[Signature] 10/21/21
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: _____ Liquor License Application #: Job # 152887
(Circle one) (Arizona application #)
2. County of: Apache County City/Town/County #: 1
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Board of Supervisors at a regular meeting held on the 2nd of
(Governing body) (Regular or special) (Day)
November, 2021 considered the application of Kimberly Moya
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application Job #152887
(Arizona liquor license application #)
for the license series #: type 001 In State Producer as provided by A.R.S §4-201.
(I.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Kimberly Moya Covington Wines
(Name of applicant)
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ on _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

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

ALTON JOE SHEPHERD
VICE 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

September 23, 2021

Kimberly Moya
Covington Wines
7281 W. Clear Canyon Drive
Tucson, AZ 85743

Dear Ms. Moya:

Your Liquor License Application for Covington Wines has been scheduled for the Board of Supervisors' meeting on Tuesday, November 2, 2021 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

You are welcome to be present at this hearing and please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond", is written over a horizontal line.

Beth Bond
Assistant Clerk of the Board

State of Arizona
Department of Liquor Licenses and Control

Job # 152887
Apache County
Chayo

Created 09/07/2021 @ 12:09:51 PM

Local Governing Body Report

LICENSE

Number:		Type:	001 IN-STATE PRODUCER
Name:	COVINGTON WINES		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	93 COUNTY ROAD #1120 GREER, AZ 85927 USA		
Mailing Address:	7281 W CLEAR CANYON DRIVE TUCSON, AZ 85743 USA		
Phone:	(231)625-2289		
Alt. Phone:	(520)358-4532		
Email:	MOYA.KIM@HOTMAIL.COM		

AGENT

Name:	KIMBERLY ILENE MOYA
Gender:	Female
Correspondence Address:	7281 W CLEAR CANYON DRIVE TUCSON, AZ 85743 USA
Phone:	(520)358-4532
Alt. Phone:	
Email:	MOYA.KIM@HOTMAIL.COM

OWNER

Name:	COVINGTON WINES LLC		
Contact Name:	KIMBERLY ILENE MOYA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23204223	State of Incorporation:	AZ
Incorporation Date:	03/31/2021		
Correspondence Address:	7281 W CLEAR CANYON DRIVE TUCSON, AZ 85743 USA		
Phone:	(520)358-4532		
Alt. Phone:			
Email:	MOYA.KIM@HOTMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
STEPHEN GEORGE CHURCHILL	MEMBER	33.34
SHARON ILENE CHURCHILL	MEMBER	33.33
KIMBERLY ILENE MOYA	MEMBER	33.33

COVINGTON WINES LLC - MEMBER

Name: KIMBERLY ILENE MOYA
Gender: Female
Correspondence Address: 7281 W CLEAR CANYON DRIVE
TUCSON, AZ 85743
USA
Phone: (520)358-4532
Alt. Phone:
Email: MOYA.KIM@HOTMAIL.COM

COVINGTON WINES LLC - MEMBER

Name: SHARON ILENE CHURCHILL
Gender: Female
Correspondence Address: 7281 W CLEAR CANYON DRIVE
TUCSON, AZ 85743
USA
Phone: (231)625-2289
Alt. Phone:
Email: CHURCHILLSUPNORTH@YAHOO.COM

COVINGTON WINES LLC - MEMBER

Name: STEPHEN GEORGE CHURCHILL
Gender: Male
Correspondence Address: 7281 W CLEAR CANYON DRIVE
TUCSON, AZ 85743
USA
Phone: (231)625-2289
Alt. Phone:
Email: CHURCHILLSUPNORTH@YAHOO.COM

APPLICATION INFORMATION

Application Number: 152887
Application Type: New Application
Created Date: ~~06/16/2021~~ 9-7-2021 Mike

QUESTIONS & ANSWERS**001 In-state Producer**

- 1) Are you applying for an Interim Permit (INP)?
No

- 2) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 Covington Wines, LLC is a Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
 No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
 No
 If no, in what City, Town, County or Tribal/Indian Community is this business located?
 Greer, Arizona Apache County
- 5) What is the total money borrowed for the business not including the lease?
 Please list each amount owed to lenders/individuals.
 0
- 6) Is there a drive through window on the premises?
 No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
 No Patio. There is a contiguous 8' porch.
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 Yes
 If yes, what is your estimated completion date?
 May, 2022

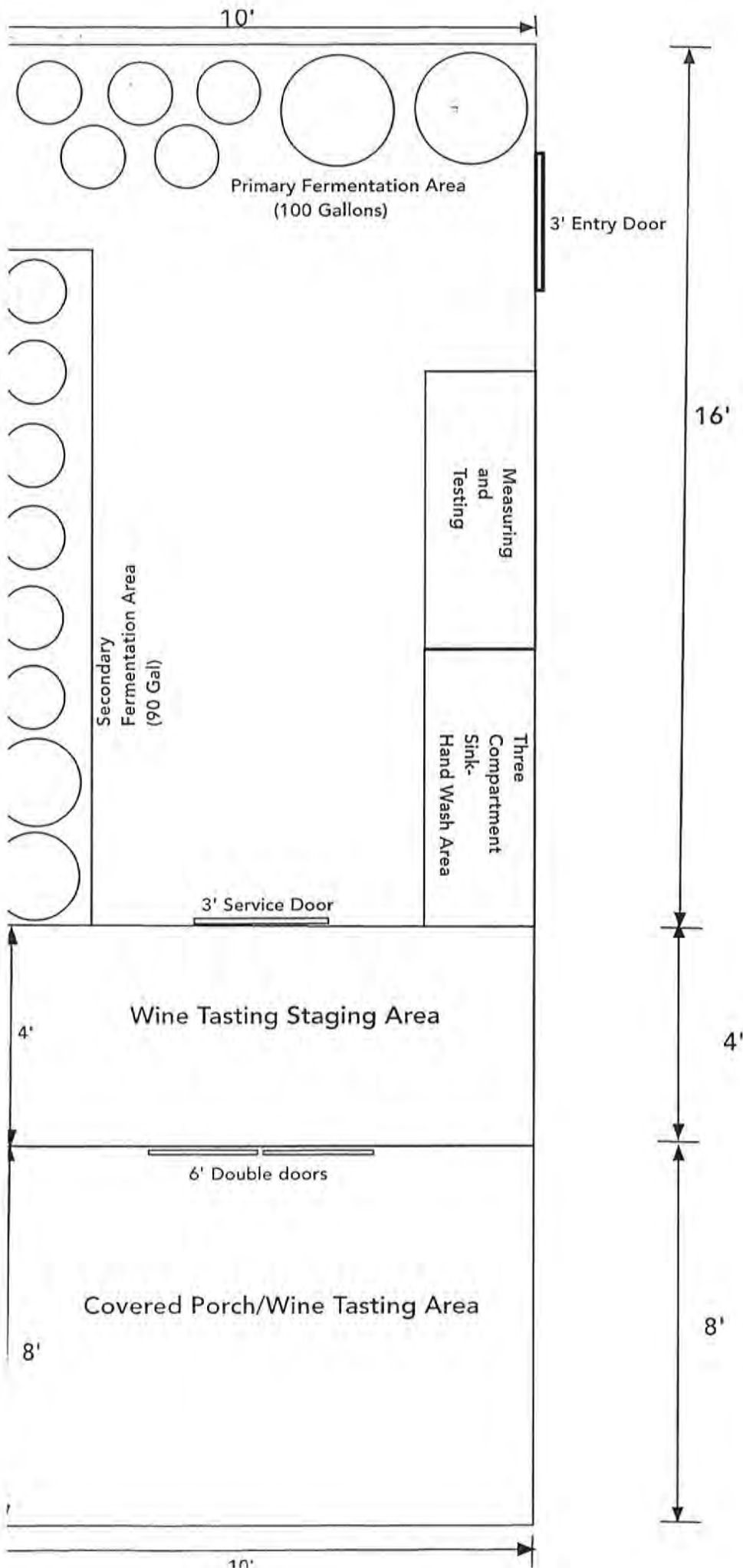
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Floor PPlan.pdf	06/16/2021
QUESTIONNAIRE	AZ Questionnaire Sharon notarized page 06/16/2021 1.jpeg	
QUESTIONNAIRE	AZ Questionnaire Sharon notarized page 06/16/2021 2..jpeg	
QUESTIONNAIRE	AZ questionsSteve.pdf	06/16/2021
QUESTIONNAIRE	AZ Questionnaire Steve notarized page 06/16/2021 2.jpeg	
ALIEN STATUS	Kim's drivers license.jpg	06/16/2021
ALIEN STATUS	Steve Sharon Drivers License.jpeg	06/16/2021
MISCELLANEOUS	Kim's fingerprints 2.jpeg	06/16/2021
MISCELLANEOUS	Sharon's fingerprints 1.jpeg	06/16/2021
MISCELLANEOUS	Steve's fingerprints 1 3.12.11 PM.jpeg	06/16/2021
MISCELLANEOUS	Basic Alcohol Certification.pdf	06/16/2021
MISCELLANEOUS	Management Training Certification.pdf	06/16/2021
ORGANIZATIONAL DOCUMENTS	LLC Articles of Organization.pdf	06/16/2021
ORGANIZATIONAL DOCUMENTS	LLC Members & addresses pdf.pdf	06/16/2021
QUESTIONNAIRE	Kim's Questionnaire and Affidavit.pdf	06/18/2021
DIAGRAM/FLOOR PLAN	pretty wine house.pdf	06/18/2021
DIAGRAM/FLOOR PLAN	Greer Wine Premises.pdf	06/18/2021

ORGANIZATIONAL DOCUMENTS

Operating Agreement.jpeg	06/18/2021
Kim questionnaire pg. 1 1.jpeg	08/15/2021
Kim questionnaire pg. 2.jpeg	08/15/2021
Kim questionnaire pg. 3.jpeg	08/15/2021
Sharonquestionnaire pg. 1 1.jpeg	08/15/2021
Sharon questionnaire pg. 2.jpeg	08/15/2021
Sharon questionnaire pg. 3.jpeg	08/15/2021
Steve questionnaire pg. 1 1.jpeg	08/15/2021
Steve questionnaire pg. 2.jpeg	08/15/2021
Steve questionnaire pg. 3.jpeg	08/15/2021

Covington Wines L.L.C



NOTES:

- No altering area
- No tax paid storage or wine on premises.
- No additional buildings on premises.
- Cement floor.
- Standard residential wood contruction.
- Wood siding.
- Metal roofing.
- Security will be dead bolts.
- Motion detector lights on all four sides.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature: _____

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

Superior Court: Discussion and possible approval of Superior Court in Apache County Administrative Order AO-2021-004. The Administrative Order will appoint Judge Gunnels as a temporary Justice of the Peace of the Chinle Justice Court. The appointment is necessary due to the resignation of Judge Victor Clyde and one of the two employees being on FMLA leave. The appointment will provide continued services to the citizens in the Chinle Precinct. This will not affect the previously approved budget.

BOS Meeting Date Requested November 2, 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 _____

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF APACHE
HON. MICHAEL LATHAM, PRESIDING JUDGE**

In re the matter of:	ADMINISTRATIVE ORDER
APPOINTMENT OF BUTCH GUNNELS – JUSTICE OF THE PEACE PRO TEMPORE – CHINLE JUSTICE COURT	<i>AB – 2021-004</i>

PREAMBLE

On October 21, 2020 Judge Victor Clyde resigned his position of Justice of the Peace of the Chinle Justice Court to accept a District Court position with the Navajo Nation Courts. Prior to Judge Clyde's resignation, Apache County had considered many options to the judicial precincts within the county, including the Chinle Justice Court. After Judge Clyde's resignation, those conversations have continued. Due to the exploration of options, as well as complications associated with the global COVID pandemic, the county has not appointed a permanent replacement to Judge Clyde. Therefore, since October 21, 2020 the justice of the peace responsibilities have fallen to the presiding justice of the peace, Butch Gunnels. Given the proximity of the next election affecting the Chinle Justice Court Precinct, the increased workload of the Chinle Justice Court, and the absence of the head clerk due to FMLA issues, the Court finds it necessary to officially appoint Butch Gunnels as a justice of the peace pro tempore of the Chinle Justice Court and assess appropriate compensation.

ADMINISTRATIVE ORDER

Therefore, pursuant to A.R.S. § 22-121 and subject to Apache County Board of Supervisor approval:

IT IS ORDERED that effective **OCTOBER 1, 2021** Butch Gunnels shall be appointed as a justice of the peace pro tempore of the Chinle Justice Court and shall be compensated at the monthly rate previously paid to Judge Clyde until October 1, 2022.

Dated this 6th day of October, 2021



**Hon. Michael Latham
Presiding Judge
Arizona Superior Court in Apache County**

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael Latham, Presiding Judge

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 vacate the following position: Superior Court Clerk (Range 27) and create the following position and fill within the range: Court and Legacy Teen Center Education Coordinator (Range 44). The salary will be split between The Superior Court budget and the Legacy Teen Center budget and will not increase either previously approved budget

BOS Meeting Date Requested November 2, 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 _____



COURT/LEGACY TEEN CENTER EDUCATION COORDINATOR
Superior Court

Effective Date: November 1, 2021
Range: 44
Annual Salary: \$39,845 - \$59,768

NATURE OF WORK:

Under minimal supervision, performs a variety of complex and confidential, secretarial, technical and administrative support of the Presiding Superior Court Judge, Judge Pro-Tem and performs educational service to the Court and Legacy Teen Centers.

TYPICAL DUTIES:

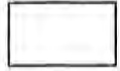
Answers, directs and responds to incoming calls for the Court and acts as initial contact to the public, senior county officials, legal community and Court staff. Prepares and presents educational material to the Court and Legacy Teen Centers. Prepares manages and distributes the reporting forms. Maintains office files, office/educational publications; and performs other work as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Must have considerable knowledge of basic legal concepts, principles, terminology, judicial operation procedures and protocol; courtroom procedures; business English; modern legal office practice and procedures; preparing reports; bookkeeping principles; educational service preparation and presentation.

Considerable skills in operating office equipment; experience with Windows, Excel, AJACs, and Microsoft Outlook; maintaining confidential information and the release of information to authorized persons; and excellent communication skills.

Ability to organize and maintain a working Court calendar; Education Calendar pay; attention to detail; work independently; understand, explain, and comply with a variety of detailed procedures; organize work tasks; formulate a plan to reach an objective without direction; compose and prepare correspondence from oral or written instructions; and apply basic bookkeeping principles; be punctual with a good attendance record, maintaining regular office hours, and be available to occasionally work late with little or no notice; to organize and prioritize workloads so as to keep several projects progressing to completion simultaneously; carry out assigned tasks and meet specific deadlines.

**EDUCATION:**

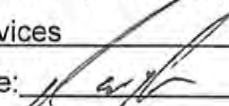
This position requires a minimum of 3 years Development and Presenting of Educational material experience; or any combination of education, training or experience which demonstrates the ability to perform the duties of the position.

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

date/time stamp

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

Probation Services

Date/Signature:  10/25/20

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

Requests a Chief of Staff position be created. The pay range is 57 with a minimum of \$54,927. This position
will be paid from State funding and will have no impact on County general funds.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

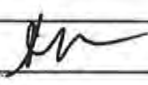
Legal Review: _____

Signature _____

Finance Review: _____

Signature 

Human Resources Review: _____

Signature 

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



CHIEF OF STAFF PROBATION SERVICES

Effective Date:	
Salary Range:	57
Minimum Salary:	\$54,927
Midpoint Salary:	\$68,658
Maximum Salary:	\$82,391

NATURE OF WORK:

Under direction of the Chief Probation Officer, manages, directs, organizes, and executes financial, administrative, personnel and operational support services for Apache County Probation Services and the Legacy Teen Centers. In addition, provides oversight, direction, administration, coordination, and management of the Pretrial Services program. Responsible for the development and implementation of training and cross training of all support staff.

TYPICAL DUTIES:

Directs the day-to-day administrative operations, to include: prepare and manage department budget, financial records, and purchasing requirements; closely coordinates with the County Finance Director in the development and reporting of all accounting and budgeting processes; provides recommendations and input for the development, publishing, and execution of office policies, directives and programs; responsible for all purchasing, maintenance, and property control including vehicles of Probation Services; supervises, manages and coordinates all personnel support staff relating to administration, employment, termination, counseling, evaluations, payroll, and work load; oversees and administers the implementation of grant-funded projects and programs, initiates research, justification, administration and reporting of grants; provides oversight and management of all IT requirements for office; provides oversight, accounting and review of official correspondence, documents. Responsible for training of APETS, JOLTSaz and DTEF Coordinators, along with oversight of data entry.

KNOWLEDGE, SKILLS, AND ABILITIES:

Must have strong organizational, management, planning and leadership experience, thorough understanding and experience in accounting and financial/budgeting principles, methods, standards and reporting; knowledgeable in developing and accessing budgets, performance and analysis, effective communication, reasonable judgment and interpersonal relationship skills, ability to research and comprehend state and federal guidelines, regulations, statutes and publications, substantial office administration and personnel supervision experience, ability to apply sound counseling practices, demonstrate substantial skills in conducting complex logistical tasks, thorough working knowledge of office computer software applications, i.e., word processing, spreadsheet, briefing programs.

MINIMUM QUALIFICATIONS:

Bachelor's Degree from an accredited university preferred, with preference in Business Management; equivalent experience in Finance/Accounting, at least 10 years of experience in managerial/supervisory positions; OR any combination of academic education, professional licensing and training, or management/executive level work experience which demonstrates considerable leadership, organizational, and professional abilities to perform the duties of the position

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Probation Services

Date/Signature: 10/20/21

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

Requests a Lead Probation Officer position be created. The ~~minimum pay range is \$49,270~~ ^{pay range is \$51 with a minimum of 48,547}. This position will be paid from State funding and will have no impact on County general funds.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

TITLE: Probation Officer Lead

REVISED: 10/18/21

Summary: Under general supervision performs professional duties ranging from moderate to difficult in providing correctional casework services to assigned offenders at the direction of the Superior Court; leads small teams (two to six staff members) performs related work as assigned; establishes and maintains a positive and healthy work environment.

Essential Job Functions: *(Essential function, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.)*

- Leads small teams and assigns and reviews the work of other probation officers
- Supervises a caseload of assigned probationers and/or diversion clients requiring minimum to maximum supervision
- Reviews and approves recommendations and case plans made by probation officers
- Performs social investigations and evaluation of assigned offenders including interviews with relatives, members of social agencies, employers and others
- Prepares required reports and assessments and makes recommendations to the Court
- Advises and supervises offenders as ordered by the Court in order to enforce compliance with court directives
- Develops and implements client-based programs and refers offenders for placement in needed services
- Appears and testifies in court
- Builds positive working relationships with offenders
- Conducts visits with offenders at the office and at various sites
- Enters data and provides statistical data for computer based management
- Maintains written and computerized records, runs reports, and verifies statistics with central records
- Keeps track of client payments
- Consults with attorneys and works with victims and community agencies
- Works in partnership with the community for input, planning, and accountability (Restorative Justice)
- Trains other officers
- Makes most case decisions independently
- May perform searches, makes arrests, provides crisis intervention
- May be assigned to special projects such as teaching classes for probationers and/or other officers
- May develop curriculum and facilitate and plan success skills classes for offenders
- May transport Juvenile offenders
- Other duties as assigned

Knowledge and Skills:

- Considerable knowledge of principles and practices of probation services, treatment planning, and Court reports
- Considerable knowledge of principles of human behavior
- Considerable knowledge of the criminal justice system (Adult), the Juvenile Justice System (Juvenile), and community resources
- Considerable knowledge of search, transportation and restraint procedures
- Considerable knowledge of practices and techniques of individual and group counseling and casework methods

- Skill in personal interaction, counseling and interviewing
- Skill in the use of computers
- Ability to effectively analyze individuals and situations and make sound decisions
- Ability to apply the methods and principles of probation services
- Ability to work alone in remote areas
- Ability to prepare and maintain complex records and reports
- Ability to make sound casework decisions independently and in accordance with established policies and procedures
- Ability to work safely and support the culture of workplace safety
- Ability to establish and maintain effective working relationships with employees, clients, other agencies and the public
- Ability to follow written and verbal instructions
- Ability to communicate effectively verbally and in writing
- Familiarity with JOLTS, APETS
- Familiarity with risk assessments such as AZYAS, FROST and OST

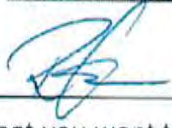
Minimum Qualifications:

A Bachelor's Degree; AND one (1) year experience as a Probation Officer II; AND a valid driver's license; AND must successfully pass a drug test, polygraph and/or psychological test and background investigation with no felony convictions.

Occupational Job Families and Job Classes	RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer I NEW RANGE 7/2021	137	42,486.20	43,548.35	44,637.06	45,752.99	46,896.81	48,069.23	49,270.96	50,502.74	51,765.30	53,059.44
Police Officer II NEW RANGE 7/2021	141	46,896.81	48,069.23	49,270.96	50,502.74	51,765.30	53,059.44	54,385.92	55,745.57	57,139.21	58,567.69
Police Officer III NEW RANGE 7/2021	150	54,385.92	55,745.57	57,139.21	58,567.69	60,031.88	61,532.68	63,071.00	64,647.77	66,263.96	67,920.51
Police Officer Lead NEW RANGE 7/2021	145	49,270.96	50,502.74	51,765.30	53,059.44	54,385.92	55,745.57	57,139.21	58,567.69	60,031.88	61,532.68

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  A2 10/25/20 21

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

Discussion and possible approval of Governor's Office of Highway Safety STEP Enforcement

Overtime grant in the amount of \$5,000.00 and the DUI/Impaired Driving Enforcement and

Related Materials and Supplies grant in the amount of \$3,200.00.

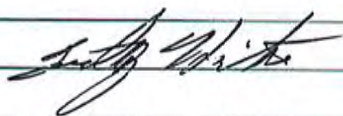
BOS Meeting Date Requested November 2, 2021

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 _____



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:

Contract Number: 2022-AL-002

Total Estimated Costs: \$3,200.00

Purpose of Project: DUI/Impaired Driving Enforcement,
and Related Materials and Supplies (Case of Blood Kits)

Dear Sheriff Dedman Jr.,

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

Please complete the following steps:

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

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-15-2021
Date

Enclosures
AG



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:

Contract Number: 2022-PTS-001

Total Estimated Costs: \$5,000.00

Purpose of Project: STEP Enforcement Overtime

Dear Sheriff Dedman Jr.,

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

Please complete the following steps:

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

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-15-2021
Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

FAIN: 69A37522300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2022-AL-002	
ADDRESS 370 South Washington Street, St. Johns, Arizona 85936	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs	
ADDRESS P.O. Box 428, St Johns, Arizona 85936	3. PROJECT TITLE: DUI/Impaired Driving Enforcement, and Related Materials and Supplies (Case of Blood Kits)	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Blood Kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2022	
I. Personnel Services	\$2,143.00	
II. Employee Related Expenses (40%)	\$857.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$200.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$3,200.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$3,200.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

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

Number of sworn officers: 23

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

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

	2019	2018	2017
Total Crashes	421	475	334
Total Injury Crashes	116	100	91
Total Fatal Crashes	27	22	38
Total Impaired-related Crashes	28	17	33
Total Impaired-related Serious Injuries	23	7	12
Total Impaired-related Fatalities	12	2	8
Total Speed-related Crashes	232	206	184
Total Speed-related Serious Injuries	64	55	50
Total Speed-related Fatalities	2	1	3

The data above represents: County ☒ City/Town ☐

Agency Problem/Attempts to Solve Problem:

Apache County is the longest county in the United States and one of the largest counties by area in the United States. Apache County is a rural county in which most of the population is widely dispersed. The population in Apache County is 72,000 residents. There were 421 motor vehicle crashes in Apache County in 2019. Impaired Driving was a significant factor in the 28 alcohol related accidents which occurred in Apache County in 2019 as 12 persons died and 23 persons were injured in Impaired-related Crashes. The four primary highways in Apache County currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. A significant percentage of these drivers are impaired and/or commit flagrant traffic violations which create unsafe conditions for the law abiding motorists.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

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

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 10% from 28 during calendar year 2020 to 25 by December 31, 2022.

To decrease fatalities in impaired driving-related crashes 10% from 23 in calendar year 2020 to 21 by December 31, 2022.

To decrease injuries in impaired driving-related crashes 20 % from 12 in calendar year 2020 to 10 by December 31, 2022.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2022.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2022.

Additional Contract Objectives:

1. ACSO will establish a Phlebotomy Program. ACSO personnel will attend ARIDE Training.
2. Increase Traffic Enforcement stops in order to detect and arrest impaired drivers. Increase the total number of traffic citations issued in order to enhance public safety.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

John Scruggs, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Jodi Special, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$2,143.00
II.	Employee Related Expenses (ERE 40%)	\$857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Blood Kits	\$200.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$3,200.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$3,200.00.

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

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

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

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

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

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

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

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

Signature of Project Director:

Joseph Dedman Jr., Sheriff
Apache County Sheriff's Office

***Signature of Authorized Official of
Governmental Unit:***

Ryan Patterson, County Manager
Apache County

Date

Telephone

Date

Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AL, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|--------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <u>Authorization to Proceed Date</u> | <u>\$3,200.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

FAIN: 69A37522300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2022-PTS-001	
ADDRESS 370 South Washington Street Saint Johns Arizona 85936	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs	
ADDRESS P.O. Box 428 Saint Johns, Arizona, 85936	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402- Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2022	
I. Personnel Services	\$3,571.00	
II. Employee Related Expenses (40%)	\$1,429.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$5,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

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

Number of sworn officers: 23

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

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

	2019	2018	2017
Total Crashes	421	375	334
Total Injury Crashes	116	100	91
Total Fatal Crashes	27	22	38
Total Impaired-related Crashes	28	17	33
Total Impaired-related Serious Injuries	23	7	12
Total Impaired-related Fatalities	12	2	8
Total Speed-related Crashes	232	206	184
Total Speed-related Serious Injuries	64	55	50
Total Speed-related Fatalities	2	1	3

The data above represents: County ☒ City/Town ☐

Agency Problem/Attempts to Solve Problem:

Apache County is one of the largest counties by area in the United States. Apache County is a rural county in which most of the population is widely dispersed. The funding for law enforcement in Apache County is very limited as a result. The Apache County Sheriff's Office has a lack of resources and personnel so traffic enforcement which targets Speeding is very limited. The four primary Highways in Apache County currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. A significant percentage of these drivers are often impaired and/or commit traffic violations which create unsafe conditions for the law abiding motorists.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

The Apache County Sheriff's Office will use overtime funding for targeted speed enforcement operations. The funding will permit additional deputies to be deployed to specifically target motorists who violate the traffic laws in order to enhance public safety on the roadways. The deputies dedicated to traffic enforcement will be assigned to target the highways in the locales and during the time periods which have been shown to experience high traffic volume. The grant funding will be used to pay overtime wages so additional deputies can be deployed who will be dedicated to enforcing the traffic laws on the roadways in Apache County.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 232 during calendar year 2020 to 209 by December 31, 2022.

To decrease fatalities in speeding-related crashes 10% from 2 in calendar year 2020 to 1.8 by December 31, 2022.

To decrease serious injuries in speeding-related crashes 10% from 64 in calendar year 2020 to 58 by December 31, 2022.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 40% from 130 during Calendar Year 2020 to 182 during FFY 2022.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2022.

Additional Contract Objectives:

1. ACSO will increase the number of citations written for all traffic violations in order to reduce the speed of motor vehicles and decrease injuries and fatalities caused during motor vehicle accidents.
2. ACSO Deputies will increase the frequency of traffic enforcement operations which are specifically targeted at speeding drivers in order to reduce the total number and severity of traffic crashes.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2 nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3 rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4 th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

John Scruggs, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Jodi Special, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$3,571.00
II.	Employee Related Expenses (ERE 40%)	\$1,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$5,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$5,000.00.

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

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

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

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

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

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

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

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

Signature of Project Director:

Joseph Dedman Jr., Sheriff
Apache County Sheriff's Office

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Ryan Patterson, County Manager
Apache County

Date

Telephone

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

FAIN: 69A37522300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2022-PTS-001	
ADDRESS 370 South Washington Street Saint Johns Arizona 85936	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs	
ADDRESS P.O. Box 428 Saint Johns, Arizona, 85936	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402- Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2022	
I. Personnel Services	\$3,571.00	
II. Employee Related Expenses (40%)	\$1,429.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$5,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2022
CURRENT GRANT PERIOD	FROM: 10-01-2021	TO: 09-30-2022
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

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

Number of sworn officers: 23

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

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

	2019	2018	2017
Total Crashes	421	375	334
Total Injury Crashes	116	100	91
Total Fatal Crashes	27	22	38
Total Impaired-related Crashes	28	17	33
Total Impaired-related Serious Injuries	23	7	12
Total Impaired-related Fatalities	12	2	8
Total Speed-related Crashes	232	206	184
Total Speed-related Serious Injuries	64	55	50
Total Speed-related Fatalities	2	1	3

The data above represents: County ☒ City/Town ☐

Agency Problem/Attempts to Solve Problem:

Apache County is one of the largest counties by area in the United States. Apache County is a rural county in which most of the population is widely dispersed. The funding for law enforcement in Apache County is very limited as a result. The Apache County Sheriff's Office has a lack of resources and personnel so traffic enforcement which targets Speeding is very limited. The four primary Highways in Apache County currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. A significant percentage of these drivers are often impaired and/or commit traffic violations which create unsafe conditions for the law abiding motorists.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

The Apache County Sheriff's Office will use overtime funding for targeted speed enforcement operations. The funding will permit additional deputies to be deployed to specifically target motorists who violate the traffic laws in order to enhance public safety on the roadways. The deputies dedicated to traffic enforcement will be assigned to target the highways in the locales and during the time periods which have been shown to experience high traffic volume. The grant funding will be used to pay overtime wages so additional deputies can be deployed who will be dedicated to enforcing the traffic laws on the roadways in Apache County.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 232 during calendar year 2020 to 209 by December 31, 2022.

To decrease fatalities in speeding-related crashes 10% from 2 in calendar year 2020 to 1.8 by December 31, 2022.

To decrease serious injuries in speeding-related crashes 10% from 64 in calendar year 2020 to 58 by December 31, 2022.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 40% from 130 during Calendar Year 2020 to 182 during FFY 2022.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2022.

Additional Contract Objectives:

1. ACSO will increase the number of citations written for all traffic violations in order to reduce the speed of motor vehicles and decrease injuries and fatalities caused during motor vehicle accidents.

2. ACSO Deputies will increase the frequency of traffic enforcement operations which are specifically targeted at speeding drivers in order to reduce the total number and severity of traffic crashes.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2021)	January 30, 2022
2nd Quarterly Report and RCI (January 1 to March 31, 2022)	April 20, 2022
3rd Quarterly Report and RCI (April 1 to June 30, 2022)	July 20, 2022
4th Quarterly Report and RCI (July 1 to September 30, 2022)	October 15, 2022
Final Statement of Accomplishments	October 15, 2022

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

John Scruggs, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Jodi Special, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$3,571.00
II.	Employee Related Expenses (ERE 40%)	\$1,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$5,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$5,000.00.

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

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

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

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

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

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

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

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

Signature of Project Director:

Joseph Dedman Jr., Sheriff
Apache County Sheriff's Office

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Ryan Patterson, County Manager
Apache County

Date

Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area PTS, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|----|--------------------------------------|----|-------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <u>Authorization to Proceed Date</u> | | <u>\$5,000.00</u> |
3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
 by State Official responsible to Governor for the
 administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

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

date/time stamp

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

ENGINEERING

Date/Signature 10/20/21

Describe in detail what you want to say to the Board and what action you want the Board to take: PERMISSION TO PURCHASE THREE (3) BACKHOES FROM EMPIRE MACHINERY USING OMNIA COOPERATIVE (CITY OF TUCSON) CONTRACT # 161534 FOR A TOTAL COST OF \$403,001.78 USING CARES ACT FUNDS

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: [Signature]

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____



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

10/7/2021

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

**2021 New Caterpillar 420 BACKHOE LOADER 4WD, CAB, A/C, PLUMBED, MP BUCKET
Standard Equipment**

BOOMS, STICKS, AND LINKAGES

BACKHOE

- 14'4" Center pivot backhoe
- 4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

HYDRAULICS (Continued)

- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer
- Hydraulic oil cooler

ELECTRICAL

- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules
- 12 volt electrical start

OPERATOR ENVIRONMENT

- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle
- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Interior rearview mirror

POWERTRAIN (Continued)

- Hydrostatic power steering
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for

Fuel

Engine oil

Transmission oil

- Outboard Planetary Rear Axles
- Diesel particulate filter

HYDRAULICS

- Caterpillar XT-3 hose
- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

OPERATOR ENVIRONMENT (Continued)

- Lockable storage area
- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant
- 20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator guard
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

Additional Configuration Included in the Sales Price:

Ref #	Description	List Price
5427992	420	\$94,240
5434284	STICK, EXTENDABLE, 14FT	\$5,240
5441066	PT, 4WD/2WS, POWERSHIFT	\$10,430
5419540	ENGINE, 74.5KW, C3.6 DITA, T4F	\$10,370
5440883	CAB, DELUXE	\$9,120
5455047	DISPLAY, STANDARD	\$0
4916734	WORKLIGHTS (8) HALOGEN LAMPS	\$0
5734524	SEAT, DELUXE FABRIC	\$1,010
2061748	SEAT BELT, 3" SUSPENSION	\$156
5427810	AIR CONDITIONER, T4F	\$2,610
5606797	PRODUCT LINK, CELLULAR, PLE643	\$0
3792161	TIRES, 12.5 80/19.5L-24, GY	\$2,030
3379696	COUNTERWEIGHT, 1015 LBS	\$1,915
9R6007	STABILIZER PADS, FLIP-OVER	\$365
3377442	BUCKET-MP, 1.4 YD3, PO	\$7,486
9R5320	CUTTING EDGE, TWO PIECE,WIDE	\$329
2471950	BUCKET-HD, 24", 7.3 FT3, PL	\$1,889
5441901	COUPLER, PIN LOCK, BL F	\$1,528
5516453	RIDE CONTROL	\$1,615
5481231	LINES, COMBINED AUX, E-STICK	\$3,800

Additional Configuration Included in the Sales Price (Continued):

5402298	RADIO, FM BLUETOOTH	\$600
4330154	BEACON, MAGNETIC MOUNT, STROBE	\$372
5165913	BATTERY, HEAVY DUTY	\$247
5675090	AUTO-UP STABILIZERS	\$0
4237607	PLATE GROUP - BOOM WEAR	\$234
3531389	GUARD, STABILIZER	\$910
4616839	SHIPPING/STORAGE PROTECTION	\$221
4621033	RUST PREVENTATIVE APPLICATOR	\$118
5427774	HYDRAULICS, MP, 6FCN/8BNK, ST	<u>\$2,845</u>
	LIST PRICE	\$159,680.00

Pricing Summary

	List Price:	\$159,680.00
City of Tucson/ OMNIA Cooperative Contract #161534 Discount (22%):		<u>(\$35,129.60)</u>
	Sub Total:	\$124,550.40
	Delivery Freight:	\$800.00
	Extended Warranty:	<u>\$3,330.00</u>
	Sub Total:	\$126,680.40
2021 year-end incentive discount (3%):		<u>(\$4,790.40)</u>
	Sale Price:	\$123,890.00
	Sales Tax (8.43%):	<u>\$10,443.93</u>
	Total Sales Price Including Sales Tax:	\$134,333.93
	Total for three (3) Backhoe Loaders:	\$403,001.78

Warranty: 7 years or 3,500 hour Premier Warranty. Includes travel time and mileage cost for warrantable repairs for 12 months.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness. We offer this at no charge to Apache County.

Thank you for your consideration of this proposal and for allowing EMPIRE to assist with your Caterpillar equipment needs. We look forward to the continued business partnership with Apache County Engineering. This proposal is good through November 30th, 2021.

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

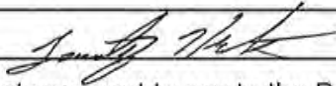
Greg Smith
Account Manager
(928)205-8747
Greg.Smith@empire-cat.com

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

11/07/2021

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

Finance

Date/Signature:  10/7/2021

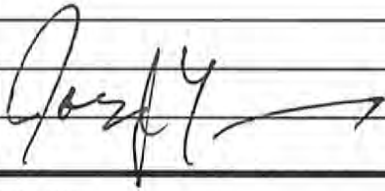
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of an amendment to contract number 122-21 between the Arizona Department of Housing and Apache County. This amendment is an eight (8) month extension of the contract to allow the County to continue the Mellon Community Center project through August 30, 2022

BOS Meeting Date Requested November 2, 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 _____

Contract No.: 122-21
Termination Date: 8/30/2022
Amendment No.: 1

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
And
APACHE COUNTY

This Agreement is made and entered into by and between the **Arizona Department of Housing (ADOH)**, and **APACHE COUNTY (Recipient)**.

RECITALS

1) ADOH and Recipient have entered into a Contract, stipulating to an award through the State Housing Fund Program or Community Development Block Grant Programs by ADOH to Recipient for the purpose as outlined in the above referenced Funding Agreement; and

2) A revision to said Agreement is necessary, and;

3) ADOH and Recipient agree that the revision is in the best interest of all parties, including beneficiary low-income households; ADOH and Recipient hereby agree to amend the subject agreement as follows:

AGREEMENT

Apache County has been approved for an 8-month extension to their contract due to COVID-related delays. The new contract termination date is August 30, 2022.

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

- B. Performance Report/Schedule of Completion
- D. Request for Payment

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, ADOH and Recipient have executed this Amendment that shall become effective when signed by ADOH.

THE STATE OF ARIZONA,
DEPARTMENT OF HOUSING

APACHE COUNTY,
RECIPIENT

BY: _____
Thomas M. Simplot
TITLE: Director
DATE: _____

BY: _____
TITLE: Chair, Board of Supervisors
DATE: _____

Manager's Approval: _____





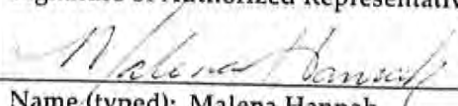
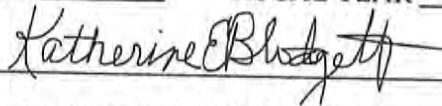
Arizona
Department
of Housing

CDBG

REVISED 9/30/2021

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 1	
Recipient	Apache County		Date		
Contract No	122-21 Contract Period: from: November 2020 to August 30, 2022		Revision		
Activity	Mellon Community Center		Month		
Recipient Address	P.O. Box 428		City	Saint Johns	
Contact Person	Malena Bazurto		Zip Code	85936-0428	
Phone	928-551-1769	Email	mbazurto@co.apache.az.us	County	Apache
Program Specialist	Devon Mingey		Email	devon.mingey@azhousing.gov	
Indicate adherence to contract or schedule changes. Due by the 15th of each month.					
Contract Schedule		Contract Date	Complete Yes/No	Modification Date	
Environmental Review Completed		1/1/2021	Yes	12/22/2020	
Execute ADOH Contract		1/1/2021	Yes		
Engineering and Design		2/1/2021	Yes		
Finalize Documents & Prepare Bid Package		3/15/2021	Yes		
Bid Opening		4/15/2021	Yes		
Award Contract		5/1/2021	Yes		
Construction begins		5/15/2021	Yes		
Construction Complete		8/1/2022			
Final Inspections		8/15/2022			
Project Complete - Contract Expires		8/30/2022			
Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) <i>RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.</i>					
Last RFP submitted on:					
Recipient Authorized Signature		Date	Title		

Regional - COG: NACOG State Special Project:	FORM 1-R	Contract No: 122-21 CLC No: Amendment No: 1			
COMMUNITY DEVELOPMENT BLOCK GRANT REVISED APPLICATION COVER SHEET					
1. Applicant and DUNS Number: Apache County	2. Address: PO Box 428, Saint Johns, AZ 85936				
2. Contact Person: Malena Hannah	4. Phone/Fax: 928-551-1769				
5. Indicate the following information for each of the activities for which you are requesting funds:					
a. Activity # and Name	b. Original CDBG Funds	c. CDBG Funds as of Last Revision	d. Non-CDBG Funds Type* and Revision	e. CDBG Revision Amount and +/- % **	f. New Total CDBG Funds
1. Administration	\$16,800	n/a	0	13,099.70 -23%	\$13,099.701
2. Project Specific	\$158,844	n/a	0	129,940.97 -19%	\$129,940.97
* Types of non-CDBG funds are (1) Leverage, (2) Program Income, or (3) Other. ** Indicate the amount of the revision and percentage of difference from the original application.					
6. Total CDBG Funds: \$143,040.68			7. Contract Duration: 12/31/2021 through 08/30/2022		
8. Describe Revision [attach additional pages as necessary to describe revision(s)]: Due to project delays related to COVID-19 and changes in administration, an 8 month extension is being requested. Significant progress has been made over the last 2 months, but winter weather may cause additional delays. An extension will make certain project is completed as outlined.					
9. List all other contracts affected by this revision (if applicable): Contract No. _____ Contract No. _____ Contract No. _____ Contract No. _____ Contract No. _____ Contract No. _____					
10. Certification: I hereby certify that I have been authorized by the governing body of this entity to make the above changes.					
Signature of Authorized Representative:			Date: 09/27/2021		
 Name (typed): Malena Hannah			Title: Project Manager, MH Consulting		
For ADOH CDBG Use Only					
Revision No: 001		FISCAL YEAR 2020		Revision Approval	
				Revision Type: ☐ CLC ☒ Amendment	
Signature: 		Date: 10/7/2021			
Name (typed): Katherine E. Blodgett, PCED			Title: CD&R Programs Administrator		

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature: 10/26/2021

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

County Attorney: Discussion of possible approval to enter a contract for administrative services with John Robertson regarding Prosecutor by Karpel software, assist with various grants through the Arizona Criminal Justice Commission, Administrative Office of the Courts, and other federal and state agencies, and other administrative services as required.

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 10-18-21

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT entered by and between Apache County Attorney's Office, acting by and through the Apache County Board of Supervisors hereinafter called COUNTY; and John Robertson, hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, the COUNTY requires the services of a CONTRACTOR to serve as a consultant regarding the Prosecutor by Karpel system; financial software systems, including New World; grants; and all grant reporting requirements with the Arizona Criminal Justice Commission and the Administrative Office of the Courts,

WHEREAS, the COUNTY requires the services of a CONTRACTOR to provide other professional services as appropriate,

WHEREAS, the Apache County Attorney's Office has need of entering this contract,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract shall commence on the date last signed below and shall continue until December 31, 2022, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to two (2) additional one-year periods or any portion thereof.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

ARTICLE II - SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will serve the COUNTY in providing consulting and professional services, which shall occur upon the signature of both parties, for the purpose of carrying out any such services as the COUNTY may deem appropriate.

- A. At the COUNTY's sole discretion, CONTRACTOR will be assigned to provide consultation regarding Prosecutor by Karpel; financial software systems such as New World; grants; and all grant reporting requirements with the Arizona Criminal Justice Commission and the Administrative Office of the Courts.
- B. At the COUNTY's sole discretion, CONTRACTOR will be assigned to provide other professional services as appropriate.
- C. The CONTRACTOR will exercise independent professional judgment and discretion, and shall have the authority to carry out assigned tasks and decisions on behalf of the COUNTY, but shall do so subject to the oversight and authority of the COUNTY.

CONTRACTOR shall perform the work in accordance with the terms of this Contract and to the best of CONTRACTOR'S ability.

CONFLICTS OF INTEREST: To the extent that CONTRACTOR faces a conflict of interest in carrying out duties assigned under this contract, CONTRACTOR shall inform COUNTY of the conflict of interest and shall defer to the COUNTY'S authority in determining the best resolution of that conflict.

ARTICLE III - COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR as follows:

A. CONTRACTOR shall be paid on an hourly basis by COUNTY, to be billed in tenths of an hour increments, for work performed pursuant to this Contract;

B. CONTRACTOR shall be paid at an hourly rate of \$50.00 per hour. Compensation paid to CONTRACTOR under this contract shall not exceed an amount of \$12,000 per calendar year.

C. CONTRACTOR shall be responsible for health, disability, and life insurance; retirement savings; federal and state taxes, including estimated tax payments and withholding and reporting; and all other responsibilities of being an independent contractor;

D. CONTRACTOR shall not receive benefits normally associated with county employment, and will not get sick days, paid vacation days, paid holidays, paid personal days, and will not be eligible for participation in the retirement system normally available to county employees, and will not, by virtue of this contract be eligible to participate in any insurance programs or benefits normally available to county employees;

E. CONTRACTOR shall submit bi-weekly billings for services rendered and expenses incurred to the Apache County Board of Supervisors. Such billing shall provide detailed documentation in support of requested payment.

F. CONTRACTOR agrees to pay all reasonable and necessary costs associated with the work. Out of pocket costs including internet, phone charges and fees, filing fees, and the like will be paid by the CONTRACTOR.

G. All necessary reasonable actual out of county travel related expenses of CONTRACTOR, shall be paid by the COUNTY. CONTRACTOR shall submit an itemized of reimbursable expenses and the relation to this Contract. The CONTRACTOR shall maintain and provide proof of a valid driver's license and automobile insurance.

H. CONTRACTOR shall not provide services in excess of those described in Article II above without prior authorization by an amendment to this contract executed by COUNTY. Services provided in excess of those described in above Article II without prior authorization by fully executed amendment shall be at CONTRACTOR'S own risk.

ARTICLE IV - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract. This provision shall not apply to the acts or omissions of support staff provided to the CONTRACTOR by the Apache County Board of Supervisors or other public agency.

ARTICLE V - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Apache County and shall be subject to the laws of the state of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VI - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. CONTRACTOR shall not be considered an employee of Apache County or be entitled to receive any employment-related fringe benefits under the Apache County Human Resources Policy Manual. 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.

ARTICLE VII - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE VIII - NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR'S duties pursuant to this Contract.

ARTICLE IX - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE X - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XI - TERMINATION

COUNTY and CONTRACTOR reserve the right to terminate this Contract at any time and with or without cause by serving upon CONTRACTOR or COUNTY, as the case may be, 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by the COUNTY (at the COUNTY's sole discretion) to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, the COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XII - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

MICHAEL B. WHITING
APACHE COUNTY ATTORNEY
Post Office Box 637
St. Johns, AZ 85936
(928) 337-7560

CONTRACTOR:

JOHN ROBERTSON

ARTICLE XIII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of the COUNTY. The COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XIV - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XV - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XVI - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract:

APACHE COUNTY BOARD OF SUPERVISORS
a political subdivision
of the State of Arizona,

CONTRACTOR, John Robertson,

Dr. Joe Shirley, Jr.
CHAIRMAN

JOHN ROBERTSON

Date:

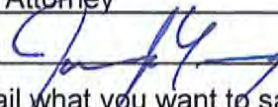
Date:

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature:  10/26/2021

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

County Attorney: Discussion of possible approval to reorganize attorney positions.

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 _____

032408

Reorganization for Apache County Attorney's Office. The positions of Deputy County Attorney I, Deputy County Attorney II, and Deputy County Attorney III will be eliminated and the positions of Deputy County Attorney I-III will be created. Each of the current attorney positions will be converted in line with this restructuring.

CURRENT			PROPOSED		
POSITION	JOB TITLE	RANGE	POSITION	JOB TITLE	RANGE
1	DEPUTY COUNTY ATTORNEY II	66	1	DEPUTY COUNTY ATTORNEY I-III	61, 66, 71
2	DEPUTY COUNTY ATTORNEY II	66	2	DEPUTY COUNTY ATTORNEY I-III	61, 66, 71
3	DEPUTY COUNTY ATTORNEY II	66	3	DEPUTY COUNTY ATTORNEY I-III	61, 66, 71
4	DEPUTY COUNTY ATTORNEY III (Vacant)	71	4	DEPUTY COUNTY ATTORNEY I-III	61, 66, 71
			5	DEPUTY COUNTY ATTORNEY I-III	61, 66, 71
			6	DEPUTY COUNTY ATTORNEY I-III	61, 66, 71



DEPUTY COUNTY ATTORNEY I COUNTY ATTORNEY'S OFFICE

Effective Date:	07/01/2021
Salary Range:	61
Minimum Salary:	\$60,629
Midpoint Salary:	\$75,786
Maximum Salary:	\$90,943

CRIMINAL PROSECUTION ESSENTIAL JOB TASKS:

Research and analyze legal issues using both computerized legal research and hard copy tools; Review police reports to determine whether or not there is sufficient evidence to charge a case; See to the preparation of long form complaints; Compose memoranda and pleadings regarding legal issues of concern as needed in assigned cases; Interview witnesses regarding facts as needed; Negotiate settlement agreements as needed in prosecution of cases; Discuss and present analysis of legal issues. Other duties may be assigned as deemed necessary by County Attorney.

CIVIL PROSECUTION ESSENTIAL JOB TASKS:

Duties may include all or some of the following; working with various Apache County Departments, school districts, and special tax districts to advise, assist and reduce liability exposure arising out of employment practices; assisting in the development and refinement of various county-wide personnel policies and procedures that reduce or mitigate losses or damages to the County and defending employment actions, claims, and suits against the County of seeing that such cases are referred to appropriate legal counsel; providing written legal opinions involving various employment related liability issues; providing advice and/or written legal opinions for the County Manager and Board of Supervisors; research and analyze legal issues using both computerized legal research and hard copy tools; compose memoranda and pleading regarding legal issues of concern as needed in assigned cases; question witnesses in deposition and courtroom settings; organizes large volumes of documentary material; investigates and evaluates liability claims and lawsuits; negotiates settlement of cases as needed. Other duties may be assigned as deemed necessary by County Attorney.

QUALIFICATIONS/EXPERIENCE/CERTIFICATIONS/LICENSES REQUIRED:

A. Knowledge, Skills and Abilities:

Strong researching, writing, and oral advocacy skills.

B. Education or equivalency:

Minimum education requirement is a Juris Doctor degree.

C. Experience:

For Civil Prosecution, preference will be given to applicants who have experience in aspects of employment law, including administrative hearings, general counsel advice to governmental agencies, and expertise related to the ADA, FMLA, EEOC, and Title VII. Additional preference may also be given to applicants with litigation experience. Qualified applicants for this position would be expected to have little experience with the practice of law.

D. Certification/Licenses:

Must be a member of the Arizona Bar Association in good standing.



DEPUTY COUNTY ATTORNEY II COUNTY ATTORNEY'S OFFICE

Effective Date:	07/01/2021
Salary Range:	66
Minimum Salary:	\$68,596
Midpoint Salary:	\$85,745
Maximum Salary:	\$102,894

CRIMINAL PROSECUTION ESSENTIAL JOB TASKS:

Research and analyze legal issues using both computerized legal research and hard copy tools; Review police reports to determine whether or not there is sufficient evidence to charge a case; See to the preparation of long form complaints; Compose memoranda and pleadings regarding legal issues of concern as needed in assigned cases; Interview witnesses regarding facts as needed; Negotiate settlement agreements as needed in prosecution of cases; Discuss and present analysis of legal issues. Other duties may be assigned as deemed necessary by County Attorney.

CIVIL PROSECUTION ESSENTIAL JOB TASKS:

Duties may include all or some of the following; working with various Apache County Departments, school districts, and special tax districts to advise, assist and reduce liability exposure arising out of employment practices; assisting in the development and refinement of various county-wide personnel policies and procedures that reduce or mitigate losses or damages to the County and defending employment actions, claims, and suits against the County of seeing that such cases are referred to appropriate legal counsel; providing written legal opinions involving various employment related liability issues; providing advice and/or written legal opinions for the County Manager and Board of Supervisors; research and analyze legal issues using both computerized legal research and hard copy tools; compose memoranda and pleading regarding legal issues of concern as needed in assigned cases; question witnesses in deposition and courtroom settings; organizes large volumes of documentary material; investigates and evaluates liability claims and lawsuits; negotiates settlement of cases as needed. Other duties may be assigned as deemed necessary by County Attorney.

QUALIFICATIONS/EXPERIENCE/CERTIFICATIONS/LICENSES REQUIRED:

A. Knowledge, Skills and Abilities:

Strong researching, writing, and oral advocacy skills.

B. Education or equivalency:

Minimum education requirement is a Juris Doctor degree.

C. Experience:

For Civil Prosecution, preference will be given to applicants who have experience in aspects of employment law, including administrative hearings, general counsel advice to governmental agencies, and expertise related to the ADA, FMLA, EEOC, and Title VII. Additional preference may also be given to applicants with litigation experience. Qualified applicants for this position would be expected to have moderate experience with the practice of law.

D. Certification/Licenses:

Must be a member of the Arizona Bar Association in good standing.



DEPUTY COUNTY ATTORNEY III COUNTY ATTORNEY'S OFFICE

Effective Date:	07/01/2021
Salary Range:	71
Minimum Salary:	\$77,610
Midpoint Salary:	\$97,013
Maximum Salary:	\$116,415

CRIMINAL PROSECUTION ESSENTIAL JOB TASKS:

Research and analyze legal issues using both computerized legal research and hard copy tools; Review police reports to determine whether or not there is sufficient evidence to charge a case; See to the preparation of long form complaints; Compose memoranda and pleadings regarding legal issues of concern as needed in assigned cases; Interview witnesses regarding facts as needed; Negotiate settlement agreements as needed in prosecution of cases; Discuss and present analysis of legal issues. Other duties may be assigned as deemed necessary by County Attorney.

CIVIL PROSECUTION ESSENTIAL JOB TASKS:

Duties may include all or some of the following; working with various Apache County Departments, school districts, and special tax districts to advise, assist and reduce liability exposure arising out of employment practices; assisting in the development and refinement of various county-wide personnel policies and procedures that reduce or mitigate losses or damages to the County and defending employment actions, claims, and suits against the County of seeing that such cases are referred to appropriate legal counsel; providing written legal opinions involving various employment related liability issues; providing advice and/or written legal opinions for the County Manager and Board of Supervisors; research and analyze legal issues using both computerized legal research and hard copy tools; compose memoranda and pleading regarding legal issues of concern as needed in assigned cases; question witnesses in deposition and courtroom settings; organizes large volumes of documentary material; investigates and evaluates liability claims and lawsuits; negotiates settlement of cases as needed. Other duties may be assigned as deemed necessary by County Attorney.

QUALIFICATIONS/EXPERIENCE/CERTIFICATIONS/LICENSES REQUIRED:

Knowledge, Skills and Abilities:

Strong researching, writing, and oral advocacy skills.

Education or equivalency:

Minimum education requirement is a Juris Doctor degree.

Experience:

For Civil Prosecution, preference will be given to applicants who have experience in aspects of employment law, including administrative hearings, general counsel advice to governmental agencies, and expertise related to the ADA, FMLA, EEOC, and Title VII. Additional preference may also be given to applicants with litigation experience. Qualified applicants for this position would be expected to have advanced experience with the practice of law.

Certification/Licenses:

Must be a member of the Arizona Bar Association in good standing.

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

date/time stamp

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

County Manager _____

Date/Signature: _____

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

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

BOS Meeting Date Requested 11/2/21

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 _____
