Joe Shirley, Jr. Chairman, District I	Alton Joe Shepherd Supervisor, District II	Travis Simshauser Vice Chairman, District III

THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY FLOOD CONTROL DISTRICT
October 1, 2019
Chinle District I Road Yard Administration Building
U.S. Highway 191, mile post 446.9
Chinle, Arizona
8:30 a.m. MST

Pledge of Allegiance.
Invocation by Invitation.

NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
October 1, 2019

1. Discussion and possible approval of an Intergovernmental Agreement Amendment to the Women, Infants, Children and Breastfeeding Peer Counseling Contract #CTR041404 Amendment #2. This amendment is a contract update for FY20 and has been budgeted for this fiscal year in the amount of $93,410.00.

2. Discussion and possible approval of the Memorandum of Understanding (MOU) with Southwest Center for HIV/AIDS, Inc. in support of joint activities related to safer sex products and distribution. There is no cost associated with this MOU.

3. Discussion and possible approval of the Memorandum of Understanding (MOU) with Ganado Unified School District #20 to provide physical and administrative support to Health District personnel who are presenting the Teen Pregnancy Prevention Program, Health and Life Skills services, utilizing the Native Stand Curriculum. This MOU is effective August 26, 2019 for a term of 5 years, ending May 31, 2024.

4. Discussion and possible approval of Wellness Service Agreement Amendment #2 between the Health District, the Arizona Local Government Employee Benefit Trust (AZLGEBT) and the Rural Arizona Group Health Trust (RAGHT) replacing Section II (1) (A) and Exhibit A.

5. Discussion and possible approval of the Governor's Office of Highway Safety Contract that will support child safety seats to enhance occupant protection throughout Apache County, in the amount of $8,000, effective October 1, 2019 through September 30, 2020.

NOTICE OF PUBLIC MEETING AND AGENDA OF THE APACHE COUNTY FLOOD CONTROL DISTRICT HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
October 1, 2019

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

NOTICE OF PUBLIC MEETING AND AGENDA OF THE APACHE COUNTY BOARD OF SUPERVISORS
October 1, 2019

1. Engineering Department: Following a public hearing, discussion and possible approval by resolution to adopt roads N3119, N3120, N3131 and N3323 into the Apache County Road Maintenance System.

2. Sit as the Board of Equalization to accept the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on September 18, 2019.

   Acceptance of hearing determination of Petition for Review of Real Property valuation for George Richardson, parcel 106-27-068.

   Acceptance of hearing determination of Petition for Review of Real Property valuation for Ross & Dana Overson, parcel 203-36-148D.

   Acceptance of hearing determination of Petition for Review of Real Property valuation for Richard Crosby, parcel 104-29-001E.

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

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

County Manager/Clerk of the Board:

*A. Request approval of demands as distributed to the Apache County Board of Supervisors between September 4, 2019 and October 1, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

*B. Request approval of minutes dated September 4, 2019.

*C. Request approval of the tax exemption for the Apache County Museum for parcel 203-36-234 pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization.

Human Resources:

*D. Sheriff's Office: Request approval to convert two (2) Administrative Assistant II positions (Range 30) to two (2) Administrative Assistant III positions (Range 34). This change will result in a cost of approximately $3,830.

4. Election Department: Discussion and possible approval, based on the recommendation of the Democratic Party County Chairman, Steven C. Begay, determine vacancies exist in the office of precinct committeeman and appoint Dorothy M. Keedah for the Ft. Defiance Precinct; Susie M. Wilson and Clara Lincoln for the St. Michaels Precinct; Lydia Whiterock for the Wide Ruins Precinct; Carl Slater, Dorothy L. Ashley and Donna Whitehair for the Window Rock Precinct.

5. Apache County Constables: Discussion and possible approval to accept a grant from Arizona Constable Ethics Standard and Training Board in the amount of $1,585.44 to purchase and install mobile radios in constables' personal vehicles, for all three precincts, and utilizing the Apache County Sheriff's Office radio frequencies.

6. County Manager: Discussion and possible appointment of a member of the Board of Supervisors to serve on the Blue Hills Environmental Executive Committee.

7. Engineering Department: Discussion and possible approval to award the CMAR Construction Service Contract to Nicoll Construction for a guaranteed maximum price of $1,370,177.00 for the construction of The Lodge Teen Legacy Center.

8. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

    - Eastern Arizona Counties Organization Field Trip October 2-4, 2019 beginning at 8:00 a.m. The field trip sites are various locations throughout Cochise County. An itinerary of events and specific locations are available in the backup material posted on the County website or in the in the County Manager's Office.

    - 4th Annual Fallen Firefighter Memorial & Appreciation Ceremony, October 5, 2019 at 11:00 a.m. at the Alpine Community Center, #17, County Road 2061 Alpine, Arizona.

    - The County Supervisors Association Legislative Summit October 28-30, 2019 at the Ak-Chin Resort, 15406 N. Maricopa Road, Maricopa, Arizona.

9. 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 26th day of September 2019 @ 10:00 a.m. by _____.

Ryan N. Patterson
Clerk of the Board

Beth

date/time stamp

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

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

Preston Raban, Director ACPHSD

Date/Signature:

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

ACPHSD requests discussion and possible approval of IGA Women, Infants, Children and Breastfeeding Peer Counseling Contract #CTR041404 Amendment #2. This amendment is a contract update for FY20 and has been budgeted for this fiscal year in the amount of $93,410.00.

BOS Meeting Date Requested 10/01/19

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 x

Other Review:

Signature

Check if item does not require review x

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

Kimberly Penrod

From: Timothy Hinton
Sent: Monday, August 26, 2019 8:27 AM
To: Kimberly Penrod
Subject: RE: Emailing: CTR041404 Apache County WIC PFPC FMNP A2 Final for signature, WIC BFPC

It looks good to me.

Timothy Hinton

-----Original Message-----
From: Kimberly Penrod <kpenrod@co.apache.az.us>
Sent: Monday, August 26, 2019 7:03 AM
To: Josh Covey <JCovey@apachelaw.net>; Timothy Hinton <thinton@co.apache.az.us>
Cc: Preston Raban <praban@co.apache.az.us>; Robin Aguero <raguero@co.apache.az.us>
Subject: Emailing: CTR041404 Apache County WIC PFPC FMNP A2 Final for signature, WIC BFPC

Josh and Tim,

Can you please review this agenda item and then send your approval to my attention as soon as possible?

Thx,

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694 kpenrod@co.apache.az.us

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

CTR041404 Apache County WIC PFPC FMNP A2 Final for signature WIC BFPC

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

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 260 Phoenix, Arizona 85007
Contract No.: CTR041404	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 2	Procurement Officer **Whitni Markotic/Felicia Marquez**

WIC AND BFPC SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:

   1.1 The Scope of Work is revised and replaced by the Scope of Work of this Amendment Two (2).

   1.2 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Two (2).

   1.3 The Title above has changed from WIC, BFPC, FMNP and ONED SERIVCES to WIC and BFPC SERVICES of this Amendment Two (2).

All other provisions of this agreement remain unchanged.

Contractor Name: **APACHE COUNTY**

Address: **P.O. BOX 428, BOARD OF SUPERVISORS**

ST. JOHNS **ARIZONA** **85936**

City State Zip

Authorized Signature

Print Name

Title

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

Signature 8-28-19 Date

Joshua T. Covey

Print Name

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

State of Arizona

Signed this _____ day of _____ 20__.

Procurement Officer

Contract No.: **CTR041404**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General

Print Name

SCOPE OF WORK

1. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1 WIC Nutrition Services

The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below one hundred and eighty-five percent (185%) of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first year of their baby's life;

1.1.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.1.5 To reduce the proportion of adults who are considered obese to thirty-one (31%);

1.1.1.6 To reduce the proportion of children ages two to five (2-5) who are considered obese to ten (10%);

1.1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.9 To increase the proportion of children ages birth to two (0-2) who view no television or videos on an average day to forty-five percent (45%).

1.2 Breastfeeding Peer Counseling (BFPC)

1.2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

1.2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

1.2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

2. OBJECTIVE

At a minimum, to provide WIC services while allowing each County Health Department Local Agency (Contractor) to provide, at their discretion, Breastfeeding Peer Counseling Services.

3. SCOPE OF WORK

3.1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

3.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

3.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;

3.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

3.1.4 Issue WIC food benefits tailored to meet the needs of the participants;

3.1.5 Ensure the collection and recording of accurate information;

3.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;

3.1.7 Provide administrative functions for operation of the WIC Program; and

3.1.8 Prepare and submit all required plans/reports in accordance with this Agreement and the WIC PPM.

3.2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the original Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

4. TASKS AND REQUIREMENTS

4.1. WIC Services Outreach, Retention, and Referrals

4.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Agreement.

4.1.2 Conduct retention activities to maintain and increase the participation of current WIC enrollees.

4.1.3 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Agreement.

4.1.4 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Agreement.

4.1.5 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Agreement.

4.2. Additional BFPC Outreach Tasks:

4.2.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

4.3. Participant Records:

4.3.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

4.3.1.1 Eligibility and ineligibility determinations;

4.3.1.2 Nutrition assessments;

4.3.1.3 Nutrition and breastfeeding education and support;

4.3.1.4 Nutrition and breastfeeding counseling;

4.3.1.5 Encourage participants in setting behavioral goals;

4.3.1.6 Appropriate referrals;

4.3.1.7 Program abuse; and

4.3.1.8 Food benefit issuances.

4.3.2 Maintain inventory and accountability records, as set forth in the WIC PPM for eWIC cards.

4.3.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

4.3.4 Staff shall only access the WIC Computer Data System and client files for business related reason(s).

4.3.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner.

4.3.6 The Contractor shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.

4.3.7 The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

4.3.7.1 What data elements were involved and the extent of the data involved in the breach;

4.3.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

4.3.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

4.3.7.4 A description of the probable causes of the improper use or disclosure; and

4.3.7.5 Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.

4.3.8 The Contractor shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information

specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4.3.9 The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non WIC funds. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Contractor will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

4.4. Service Delivery and Program Rules

The Contractor shall:

4.4.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;

4.4.1.1 Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy,

4.4.1.2 Infants from birth to age one (1), and

4.4.1.3 Children from age one (1) year up to five (5) years of age.

4.4.2 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual.

4.4.3 Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State;

4.4.4 Assist participants in setting goals for behavioral change and follow-up on goals set;

4.4.5 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;

4.4.6 Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM;

4.4.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Contractor referral procedures;

4.4.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

4.4.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The training shall be documented in the participant's record as set forth in the WIC PPM;

4.4.10 Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services.

4.4.11 Additional BFPC Service Delivery tasks:

4.4.11.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

4.4.11.2 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

4.4.11.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4.5. Participant-Centered Nutrition Education

The Contractor shall:

4.5.1 Prepare and submit a two (2) year Nutrition Services and Training Plan for participants to include, but not be limited to:

4.5.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan.

4.5.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one (1) additional objective for each goal.

4.5.2 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, children, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period.

4.5.3 Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Contractor Self-Assessment requirements and as often as necessary, to ensure competence.

4.5.4 Offer, as often as necessary, high- and medium-risk nutrition education/counseling by an RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.

4.5.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

4.5.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

4.5.5.2 The cost of procuring and producing nutrition education materials;

4.5.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

4.5.5.4 The cost of conducting participant evaluations of nutrition education;

4.5.5.5 The salary and other costs incurred in developing the nutrition education plan; and

4.5.5.6 Other ADHS-approved costs.

4.5.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages.

4.5.7 The Contractors will provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the 4% is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the four percent (4%) and the actual amount expended IF ADHS must pay a penalty to the Federal Government.

4.6. Staffing

The Contractor shall:

4.6.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on *staff* to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC Program Director/Manager capacity may substitute for some years of education.

4.6.2 All Contractors will identify an RD to serve as the Contractor Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Contractor. If a Contractor has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Contractor to be approved by ADHS.

4.6.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Contractor has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants.

4.6.4 When applicable and necessary, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona

WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

4.6.5 Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

4.6.6 All Contractors will identify an International Board Certified Lactation Consultant (IBCLC) to serve as the Contractor Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the Contractor to ensure all participants have access to breastfeeding promotion and support services. If a Contractor has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the Contractor to be approved by ADHS.

4.6.7 All Contractors will identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Contractor including certifying that staff has met competencies prior to providing services without supervision. If a Contractor has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Contractor to be approved by ADHS.

4.6.8 All Contractors will identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible population not currently enrolled in WIC, and participate in outreach-related workgroups. If a Contractor has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Contractor to be approved by ADHS.

4.6.9 Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation

4.6.10 When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

4.6.11 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS)

4.7. Additional BFPC Service Staffing

4.7.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.

4.7.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.

4.7.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants

4.8. Staff Training

The Contractor shall:

4.8.1 Train new staff as outlined in the ADHS developed new employee training plan.

4.8.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS Learning Management System (LMS) at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM.

4.8.3 In addition to state requirements for competency trainings, Local Agencies must implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations.

4.8.4 Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS.

4.8.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Contractor to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.

4.8.6 Provide one (1) representative for a maximum of twelve (12) GoToMeeting WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP).

4.8.7 Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building.

4.9. Additional BFPC Staff Training:

4.9.1 Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term

4.9.2 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment

4.9.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others

4.9.4 Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once during each Peer Counseling Program contract term

4.10. Data Collection

The Contractor shall:

4.10.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.

4.10.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM.

4.10.3 WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others.

4.10.4 When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to, include but not limited to, providing a temporary administrative account.

4.11. Administrative Services

The Contractor shall:

4.11.1 In addition to complying with the Guidance for Federal Grant Award Management (Blue Book) and State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, AND Chapter 12 and 13 of the Policy and Procedure Manual (PPM):

4.11.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase).

4.11.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available.

4.11.1.3 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more.

4.11.1.4 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any asset resource related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal; Contractors shall not directly dispose of any asset.

4.11.1.4.1.1 Once the asset resource related item is purchased ADHS must be provided the information listed in 8.1.1 within ten (10) business days of the item being received

4.11.1.4.1.2 Transfer and disposals must follow the procedures outlined in the PPM.

4.11.1.4.1.3 Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than ten (10) business days from the time of incident to the assigned ADHS WIC Nutrition Consultant.

4.11.1.5 Submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM.

4.11.1.6 Update the Contractor information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know.

4.11.1.7 Provide at least ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location.

4.11.1.8 Read, timely, all ADHS provided documents and provide requested response, if applicable.

4.11.1.9 The Contractor Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account.

4.11.1.10 Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC-related operations and trainings, if applicable, according to the WIC PPM, including but not limited to:

4.11.1.10.1 Signed consent for hemoglobin screening and anthropometrics;

4.11.1.10.2 Signed Rights and Obligations for enrolled participant files (active and inactive);

4.11.1.10.3 Eligible participant files (active and inactive);

4.11.1.10.4 Ineligible applicant signatures;

4.11.1.10.5 Monthly Participation Reports by Category and Ethnicity;

4.11.1.10.6 Outreach files;

4.11.1.10.7 Medical documentation;

4.11.1.10.8 Staff files: Trainings attended, skill observations, and Contractor Self Assessments;

4.11.1.10.9 Documentation of dual participation actions;

4.11.1.10.10 Waiting lists (when applicable);

4.11.1.10.11 Reconciliation of eWIC cards;

4.11.1.10.12 Civil rights file to include documentation and resolution of all civil rights complaints;

4.11.1.10.13 Documentation of annual civil rights and voter registration training of all employees; and

4.11.1.10.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

4.11.1.11 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM.

4.11.1.12 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Contractor Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented.

4.11.1.13 Prepare and submit individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM.

4.11.1.14 Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant.

4.11.1.15 Prepare and submit Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year.

4.11.1.16 Prepare and submit WIC Contractor Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM.

4.11.1.17 Prepare and submit an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year.

4.11.1.18 Prepare and submit an annual evaluation on the Two (2) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year.

4.11.1.19 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes.

4.11.1.20 Prepare and submit a Contractor Annual Summary of the Contractor self-assessment(s). Contractor self-assessments must be done annually in the year that the Contractor has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation.

4.11.1.21 Prepare and submit all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Contractor may request permission to continue operating their program utilizing local funds. The Contractor will contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Contractor may transfer funds to ADHS to ensure continued operation.

4.12. Additional Peer Counseling Administrative Services

4.12.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS.

4.12.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

5. REFERENCE DOCUMENTS

5.1 Arizona WIC Program Policies and Procedures Manual: Refer to http://azdhs.gov/azwic/local_agencies_policyManual.htm

5.2 Guidance for Federal Grant Award Management (Blue Book): https://www.azdhs.gov/documents/prevention/womens-childrens health/childrens-health/homevisiting/guidance-for-federal-grant-award-management.pdf

5.3 State of Arizona Accounting Manual (SAAM): https://gao.az.gov/publications/SAAM/

5.4 Federal Regulations: Refer to https://www.ecfr.gov/cgi-bin/text idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5

5.5 7 CFR 246.14: program costs

5.6 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information

5.7 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information

6. STATE PROVIDED ITEMS

ADHS shall provide the following:

6.1 Paper copies of the Arizona WIC Program Policies and Procedures Manual, upon request.

6.2 Hardware and software necessary for operation of the WIC Computer Database System.

6.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

6.4 Blank eWIC Cards.

6.5 Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment.

6.6 Nutrition Education Materials for participants.

6.7 Quarterly Report template (electronic) for Peer Counseling Program.

6.8 Technical assistance and support.

6.9 Breastfeeding material lending and library for Peer Counselor use.

6.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.

6.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

6.12 Monitoring of WIC Authorized Vendors for compliance with regulations and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

6.13 Periodic redemption reports for issued benefits.

6.14 Formats for required reports.

7. DELIVERABLES

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC or BFPC shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

7.1 Updated copies of Contractor Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

7.2 Prepare and submit individual electronic CER copies invoice for each program, not later than *thirty* (30) days following the end of each report month of the program year;

7.3 WIC Contractor Quarterly Cost Summary matching the WIC Contractor's CER expenses not later than *thirty* (30) days following the end of each quarter report of the program year

7.4 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;

7.5 WIC Contractor 4th Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than *forty-five (45)* days following the end of each Contract year;

7.6 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

7.6.1 Request for Caseload to be served;

7.6.2 Request for budget and budget justification;

7.6.3 Updated Participant Nutrition Services and Training Plan for the following contract year and a evaluation of the previous year's activities;

7.6.4 Updated Outreach Plan of each Agreement year and a progress report of previous year's activities; and

7.6.5 Any additional services and other documents specified.

7.7 All required responses to federal and state audits and reviews submitted in a timely manner

7.8 Additional Peer Counseling Deliverables

7.8.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Agreement year.

8. PERFORMANCE STANDARDS AND AWARDS

8.1 Upon Agreement finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Agreement, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

8.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

8.3 Local Agencies shall be eligible for one (1) or more of the following awards:

8.3.1 Any Contractor which meets one-hundred percent (100%) or more of its caseload assignment for three (3) consecutive months during the previous twelve (12) month period (April 1st through March 31st) may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Agreement is extended and additional expenditures can be identified;

8.3.2 Utilizing the "Nutrition Discussion Contact" report ran for the last six (6) months preceding time of application (September through February), any Contractor meeting ninety-five percent (95%) of its nutrition education documentation requirement for each participation time period may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Agreement is extended and additional expenditures can be identified;

8.3.3 The agency with the highest percentage of IENs in the first quarter (Oct 1st through Dec 31st) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

Assigned Caseload Cohort	Award Amount
Less than 2000	$5,000
2000 - 8000	$10,000
More than 8000	$15,000

8.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

8.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Contractor program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

9. NOTICES, CORRESPONDENCE AND REPORTS

9.1 Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007
Attention: WIC Program Manager

9.2 Notice, correspondence and reports from ADHS to the Contractor shall be sent to:
(Contractor to complete)

Contractor: Apache County Public Health
Attention: Preston Raban
Address: PO Box 697
Address: 75 W. Cleveland
City, State, ZIP: St. Johns, AZ 85936
Phone: 928 337-7532
Fax: 928 337-7592
Email: praban@co.apache.az.us

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR041404	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 2	Procurement Officer **Whitni Markotic/Felicia Marquez**

PRICE SHEET

WIC, BFPC, FMNP AND ONED SERVICES

October 1, 2019 to September 30, 2020

Agency Name: Apache County Health Department
Agency DUNS Number: 804745420
Federal Award Identification Number (FAIN): 197AZAZ7W1003
Federal Award Date: October 1, 2019
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

WIC Services

Cost Reimbursement Line Item Budget

Account Classification	Amount
Personnel	$55,960.00
Employee Related Expenses	$31,918.00
Professional & Outside Services	$1.00
Travel Expense	$3,810.00
Occupancy Expenses	$1.00
Other Operating Expenses	$1,719.00
Capital Expenditures	$1.00
Indirect Cost	$0.00
RD Supplement	$0.00
Total	$93,410.00

Federal Award Identification Number (FAIN): 197AZAZ1W5003
Federal Award Date: October 1, 2019
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services

Cost Reimbursement Line Item Budget

Account Classification	Amount
Personnel	$0.00
Employee Related Expenses	$0.00
Professional & Outside Services	$0.00
Travel Expense	$0.00
Occupancy Expenses	$0.00
Other Operating Expenses	$0.00
Capital Expenditures	$0.00
Indirect Costs	$0.00
Total	$0.00

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item may only be used to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) The Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) An additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2020 is: 500

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids) are not allowable costs.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Bfh
date/time stamp

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

Preston Raban, Director ACPHSD

Date/Signature: 09/12/19

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

ACPHSD requests discussion and possible approval of the MOU with Southwest Center for HIV/AIDS, Inc in support of joint activities related to safer sex products distribution. There is no cost associated with the MOU for ACPHSD.

BOS Meeting Date Requested 10/01/2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review X

Human Resources Review:

Signature

Check if item does not require review X

Other Review:

Signature

Check if item does not require review X

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

SOUTHWEST CENTER™

MEMORANDUM OF UNDERSTANDING

Southwest Center for HIV/AIDS
1101 North Central Avenue Ste 200
Phoenix, Arizona 85004
602.307.5330, phone
602.307.5021, fax

and

Apache County Public Health Services District-Clinical
323 S. Mountain Ave.
Springerville, AZ 85938
928.333.2415

This Memorandum of Understanding is hereby made and entered into by and between the **Southwest Center for HIV/AIDS, Inc.**, hereinafter referred to as SWC, and **Apache County Public Health Services District - Clinical,** hereinafter referred to as Distributor.

A. PURPOSE

With the common goal of reducing HIV infection rates through mutual collaboration in the State of Arizona and tribal areas therein, SWC and Distributor will enter into this formal agreement in support of joint activities related to safer sex products distribution.

B. STATEMENT BENEFITS AND INTERESTS

The mutual benefit for both parties is the reduction of HIV transmission in the State of Arizona and tribal areas therein.

With SWC participation, Distributor benefits by offering free safer sex products (e.g., condoms, lube, dental dams, etc.) that are to be distributed without cost in convenient and easily accessible locations to residents of Arizona. These locations are especially frequented by members of target populations: MSM, Latinos, American Indians, IDUs, African Americans, LGBTQ+ youth, and transgender and gender-nonconforming individuals.
Distributor benefits SWC by:

- Accessing target demographics which are otherwise not obtainable from the facility.
- Creates community networks and connections that can increase visibility of services and prevention.
- Creates a network to further expand accessibility to different populations.

C. THE SOUTHWEST CENTER FOR HIV/AIDS AGREES TO:

(1) Offer products designed for "safer sex" free of charge to individuals needing such items locations in which the Distributor operates
(2) Ships product orders to Distributor directly OR holds orders for pick-up, whichever is more economically parsimonious
(3) Communicate any delays or interruptions in a scheduled shipment in the unlikely event one should arise.

D. DISTRIBUTOR AGREES TO:

(1) Store and transport safer sex products in spaces where products will not be damaged; specifically, in cool (40° F to 80° F) and dry place away from direct sunlight and sharp objects.
(2) Only distribute products that are within date and undamaged. If Distributor is in possession of expired, products the expired products should be discarded. SWC asks the Distributor to use the "first in first out" rule, where the oldest condoms are distributed before any of newer condoms are used. If packaging or product itself looks damaged to the point where the products' integrity is in question (e.g., there is no air bubble and packaging may be punctured) and the product should be discarded.

(3) Distribute products with the intention of preventing HIV transmission and STIs. Note: Use of products strictly for contraception is prohibited.
(4) Report safer sex products distribution data (e.g., number of condoms distributed, venues in which condom distributions occurred, methods by which condoms were given to individuals, etc.). Reports will take place on a quarterly basis and must include both qualitative and quantitative data. Please ask for clarification of our standard protocol, if necessary.
(5) Communicate any order change requests to SWC's Prevention Project Coordinator
(6) Assist SWC staff in ensuring clients' safety and confidentiality
(7) Communicate with SWC's Prevention Project Coordinator when problems or concerns arise. This is most effectively done via email, text or in writing.
(8) If the partnership is dissolved, all dispensers will be returned to SWC within 14 business days of the separation.

E. SWC AND DISTRIBUTOR JOINTLY AGREE TO:

(1) Cooperate in the ordering, shipment, and distribution of safer sex products and informational material related to products and, more broadly, safer sex practices.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

(1) NON-FUNDING OBLIGATION DOCUMENT
This agreement is neither a fiscal nor a funds obligation document.
This agreement is dependent upon both organizations' continued funding, thus allowing them to continue to provide the services herein.
(2) EFFECTIVE DATE
This agreement is effective as of the date of signing.
(3) EXPIRATION DATE
This agreement will be automatically renewed, unless otherwise stated.
(4) MODIFICATION, AMENDMENT OR TERMINATION
Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification or amendment, signed and dated by all parties, prior to any changes being enacted. Changes in agreement terms are not retroactive. This agreement may be terminated, in writing, in whole or in part, at any time before the date of expiration, or with at least a 30-day notice, if either party becomes unable to meet the aforementioned obligations of this agreement. It may also be suspended should either party determine that the specific terms outlined herein are not being followed.
(5) COMMUNICATION
Each party agrees to notify the other, in writing, of changes in policy which may affect this agreement. Notification is to be made to the principal contacts identified in Section 6 below.
(6) PRINCIPAL CONTACTS

Southwest Center for HIV/AIDS

Rocko Cook
Director of Prevention and Outreach
Phone: (602) 595-8111
E-mail: RCook@swhiv.org

Vida De Jesus Lopez
Condoms AZ Project Coordinator
Phone: (602) 397-3038
Email: condoms@swhiv.org

ACPHSD - Clinical

Marian Bigelow, RN
(928) 333-2415
E-mail: mbigelow@co.apache.az.us

IN WITNESS WHEREOF, the parties agree to the terms indicated herein:

FOR AND ON BEHALF OF SOUTHWEST CENTER FOR HIV/AIDS

By : _____

Rocko Cook
Director of Prevention and Outreach

Date: _____

FOR AND ON BEHALF OF DISTRIBUTOR

By: _____

Joe Shirley, Jr.
Apache County Board Chairman

Date: _____

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth
date/time stamp

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

Preston Raban, Director ACPHSD

Date/Signature: 09/18/19

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

ACPHSD requests discussion and possible approval of the MOU with Ganado Unified School District #20 to provide physical and administrative support to ACPHSD personnel who are presenting the Teen Pregnancy Prevention Program, Health and Life Skills services using the Native Stand curriculum. The MOU will be effective 08/26/19 for a term of 5 years ending 05/31/2024.

BOS Meeting Date Requested 10/01/2019

PRE-AGENDA ITEM REVIEW

Legal Review: Approved. See Attached e mail

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review X

Human Resources Review:

Signature

Check if item does not require review X

Other Review:

Signature

Check if item does not require review X

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

Kimberly Penrod

From: Josh Covey <JCovey@apachelaw.net>
Sent: Wednesday, September 18, 2019 11:28 AM
To: Kimberly Penrod
Subject: RE: Ganado School District Number 20

I think you can present this.

From: Kimberly Penrod [mailto:kpenrod@co.apache.az.us]
Sent: Monday, August 26, 2019 10:35 AM
To: Josh Covey <JCovey@apachelaw.net>
Cc: Preston Raban <praban@co.apache.az.us>; Debbie Padilla <dpadilla@co.apache.az.us>; Terrie Sloan <tsloan@co.apache.az.us>
Subject: FW: Ganado School District Number 20

Josh,

Could you please review this MOU for us with any suggestions, changes or concerns you have, so that we may present this to the Board for approval?

Thx,

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694
kpenrod@co.apache.az.us

From: Terrie Sloan <tsloan@co.apache.az.us>
Sent: Monday, August 26, 2019 8:34 AM
To: Kimberly Penrod <kpenrod@co.apache.az.us>
Subject: FW: Ganado School District Number 20

Good Morning Kim,

Here is the new and revised MOU that Debbie has completed for Ganado Highschool that you requested. Thanks for taking care of this for me. Please let me know when it will be presented before the BOS as Debbie asked that I attend this meeting.

Terrie

From: Debbie Padilla <dpadilla@co.apache.az.us>
Sent: Thursday, August 22, 2019 3:49 PM

Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Telephone: 928-337-7532
Fax: 928-337-7592

MEMORANDUM OF UNDERSTANDING

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND
GANADO UNIFIED SCHOOL DISTRICT #20

THIS AGREEMENT MADE this 26th day of August 2019 by and between ***Apache County Public Health Services District and Ganado Unified School District #20,*** *to provide physical and administrative support to support personnel who are providing the* ***Teen Pregnancy Prevention Program, Health and Life Skills services.*** *Personnel will provide services to youth aged 12-19, using the* ***Native Stand*** *curriculum.*

A. DUTIES AND RESPONSIBILITIES

Ganado High School agrees to the following:

1. *Provide access to the facility and premises located at: Highway26, Ganado, AZ 86505.*
   Street, City, State, Zip Code
2. Provide administrative support to access necessary communications/internet resources.
3. Provide access to facility/utility resources and will be responsible for the cost of such utilities. The facility is equipped with the following and will provide program staff access to:

Tables
Chairs
Desks
Occasional use of copy machine
Telephone
Internet access
Handicap access
Adequate parking facilities
Drinking fountains
Restrooms
Garbage containers

B. TERMS AND TERMINATION

1. This agreement shall be effective on the ***26th day of August, 2019*** for a term of **5 years,** ending the **31st day of *May, 2024.***
2. This agreement may be terminated by either party, without cause, by giving the other party a written termination notice. The termination becomes effective **ninety (90) days** from receipt of notice. Notice will be sent by certified mail.

C. OTHER CONSIDERATIONS

The parties agree to the following:

1. Prior to use of the facility, representatives of both parties will inspect the facility property and will note any discrepancies on a classroom checklist form created by program.
2. Prior to the end of the term of this agreement, representatives of both parties will again inspect the facility property to note any discrepancies on the classroom checklist form and or this agreement. Normal wear and tear will be considered the responsibility of the school district.
3. No modifications or changes will be made to the facility property or premises by Apache County Public Health Services District (ACPHSD) staff without the express written approval of Ganado Unified School District #20.
4. ACPHSD staff will provide school personnel a copy of the curriculum to be kept on-site for administrative use or community review.
5. Ganado High School will provide ACPHSD staff copies of bell schedules and school calendar.
6. Ganado High School will allow ACPHSD staff a minimum of twelve (12) class periods lasting fifty (50) minutes each to meet curriculum fidelity requirements.
7. During scheduled classes at Ganado High School, teacher or administrative support ***must*** always be present.
8. ***Native Stand curriculum*** will be delivered with ***fidelity*** by including age-appropriate lessons from the following 5 sexual health and development topic areas:
    a. ***Development***
    b. ***Healthy Relationships***
    c. ***Sexuality***
    d. ***Sexually Transmitted Diseases/Infections***
    e. ***Contraception***
9. Ganado High School staff will notify ACPHSD staff when school is not in session or when school activities will disrupt scheduled class time.
10. Ganado High School staff will work with ACPHSD staff to reschedule any cancelled classes due to scheduling conflicts or unforeseen circumstances.

11. Each month and upon the completion of classes; ACPHSD staff will meet with Principal and health teacher to discuss program progress, successes, barriers and challenges.
12. Ganado High School administrators may request data regarding students, surveys and curriculum twelve (12) months following end of school year. Arizona Department of Health Services will provide information to program and program staff will share with administrators.

D. INTERPRETATION

This agreement shall be interpreted according to the laws of the State of Arizona, regardless of its place of execution. Any actions, suits or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Arizona.

This document represents the entire Agreement between the parties. Any amendments shall be in writing and agreed upon by both parties.

In **WITNESS WHEREOF,** the parties have caused this instrument to be executed as of the date and year first above written.

FOR GANADO SCHOOL DISTRICT #20:

_____ _____

Governing Board President Date

FOR APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT:

_____ _____

Health Director Date

FOR APACHE COUNTY:

_____ _____

Dr. Joe Shirley, Chairman of the Board of Supervisors Date

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth
date/time stamp

Submitter's Name: (Individual, Organization, or County Department)
Preston Raban, Director ACPHSD

Date/Signature: 09/16/2019

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 agreement between ACPHD and Arizona Local Government Employee Benefits Trust (AZLGEBT) and the Rural Arizona Health Group Trust (RAGHT) Amendment #2 replacing Section II(1)(A) and Exhibit A.

BOS Meeting Date Requested 10/01/2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review x

Human Resources Review:

Signature

Check if item does not require review x

Other Review:

Signature

Check if item does not require review x

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

Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust Wellness Program Services Agreement

Amendment # 2

The Agreement for flu and pneumonia vaccinations and services between Apache County Health Department and Arizona Local Government Employee Benefit Trust (hereafter "AZLGEBT") and Rural Arizona Group Health Trust (hereafter "RAGHT") (the "Agreement"), effective July 24, 2017 is hereby amended effective September 15, 2019 as noted below. All other terms of the Agreement not previously amended or amended by this Amendment remain in full force and effect.

1. **The currently in force Section II(1)(A) shall be deleted in its entirety and replaced with the following:**

   A. Apache County Health Department shall provide, and/or cause to be provided, the following services as elected by Beneficiaries using the billing codes and reimbursement amounts shown hereto:

Procedure	Procedure Code	Reimbursement
Adult flu vaccine (under 65)	90686	$41.03
Flu vaccine (over 65)	90653	$68.05
Pneumonia PCV13	90670	$189.01
Pneumonia PPV23	90732	$90.76

2. **The currently in force Exhibit "A" shall be deleted in its entirety and replaced with the following:**

EXHIBIT A

Vaccination Schedule

Date	Time	Location	Address	Site contact
10/16/2019	1:30pm–3:30pm	St. Johns Annex: Board Room	75 W. Cleveland St., St. Johns	Beth Bond 928-337-4364
10/16/2019	4:00pm–5:00pm	St. Johns Road Yard	120 US-180, St. Johns	Monica 928-337-4903
10/17/2019	6:00am–7:00am	RV Road Yard	7 South Hwy 80, Eagar	Sue 928-333-4149
10/22/2019	8:30am–10:00am	Eagar Town Hall: Council Room	22 W. 2nd St., Eagar	Katie Brady k.brady@eagar.gov
10/23/2019	10:00am-11:00am	Chinle Road Yard	Hwy 191, Chinle	Cindy 928-674-5664
10/23/2019	11:30am-12:30pm	Ganado Road Yard	Hwy 264, Ganado	Flor Nez Fnez@co.apache.az.us
10/23/2019	2:00pm-3:00pm	Sanders/ Chambers Road Yard	US-191 Frontage Rd., Chambers	Donna 928-688-2745

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the day and year first above written.

AZLGEBT:

By: _____

_____
Name, Title

_____
Address

_____
City, State

_____
Telephone Number

Date: _____

RAGHT:

By: _____

_____
Name, Title

_____
Address

_____
City, State

_____
Telephone Number

Date: _____

Apache County Health Department:

By: _____

_____
Name, Title

_____
Address

_____
City, State

_____
Telephone Number

Date: _____

REVIEWED AND APPROVED AS TO FORM:

_____
Michael E. Hensley, Legal Counsel to the Trusts

Date: _____

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth
date/time stamp

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

Preston Raban, Director ACPHSD

Date/Signature: 09/12/19

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 Contract that will support child safety seats to enhance occupant protection throughout Apache County in the amount of $8,000 from 10/01/2019 to 09/30/2020.

BOS Meeting Date Requested 10/01/19.

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review: Approved. See attached email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review x

Other Review:

Signature

Check if item does not require review x

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

Kimberly Penrod

From: Timothy Hinton
Sent: Thursday, September 12, 2019 1:34 PM
To: Kimberly Penrod
Subject: RE: Emailing: GOHS AGenda, GOHS FY 2020 Pre-Award Risk Assessment (002), OP-1, Award Letters FY 2020 1 (002), Contract Draft-OP

It looks good to me.

Timothy Hinton

-----Original Message-----
From: Kimberly Penrod <kpenrod@co.apache.az.us>
Sent: Thursday, September 12, 2019 12:16 PM
To: Josh Covey <JCovey@apachelaw.net>; Timothy Hinton <thinton@co.apache.az.us>
Cc: Preston Raban <praban@co.apache.az.us>; Debbie Padilla <dpadilla@co.apache.az.us>
Subject: Emailing: GOHS AGenda, GOHS FY 2020 Pre-Award Risk Assessment (002), OP-1, Award Letters FY 2020 1 (002), Contract Draft-OP

Josh and Tim,

Can you please review the attached and send your approval to my attention by Sept 23, 2019 to that I can place this on the 10/01/2019 BOS agenda?

Thx,

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694 kpenrod@co.apache.az.us

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

GOHS AGenda
GOHS FY 2020 Pre-Award Risk Assessment (002)
OP-1
Award Letters FY 2020 1 (002)
Contract Draft-OP

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

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Health Director Chris Sexton
Apache County Public Health
PO Box 697
St.Johns, Arizona 85936

PROJECT REFERENCE:
Contract Number: 2020-OP-001
Total Estimated Costs: $8,000.00
Purpose of Project: Occupant Protection Materials and Supplies (Child Safety Seats)

Dear Health Director Sexton:

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. Obtain the signature of , , of , as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-5-19
Date

Enclosures
AG

Governor's Office of Highway Safety
ARIZONA
Douglas A. Ducey
Governor

DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 9, 2019

Heath Director Chris Sexton
Apache County Public Health
PO Box 697
St.Johns, Arizona 85936

Re: **FFY 2020 GOHS Grant Application**

Contract No.:	Contract Description:	Award Amount:
2020-OP-001	Occupant Protection Materials and Supplies	$8,000.00

Dear Heath Director Sexton:

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2020 commencing on October 1, 2019. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2020 Highway Safety Plan**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change. **Equipment** requests placed "on hold" are under further review and *may not* be funded due to funding constraints, as we strive to make the best use of federal taxpayers' dollars.

All FFY 2020 grants will begin ***on*** October 1, 2019. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS project coordinator will be contacting you regarding your project(s) and your agency should have the contract(s) soon. **During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.**

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

Alberto Gutier
Director, Governor's Office of Highway Safety

Agency Instructions: Please fill out questions 1 - 4 completely and return to GOHS

Arizona Governor's Office of Highway Safety
Pre-Award Risk Assessment FY 2020

Applicant Agency: Apache County Public Health Services District DUNS #: 082897786

Review Date: 09/12/2019 Completed by: Debbie Padilla

		Yes	No	N/A
1.	**Determine if the applicant has experience with same or similar sub-awards.**			
a.	Has the applicant previously had Federal or State grants similar to this award?	✓		
b.	Has the applicant had at least 3 year's experience with Federal grants?	✓		
2.	**Determine the results of previous audits.**			
a.	Did the applicant receive a single audit in accordance with 2 CFR part 200.501 Subpart F?	✓		
b.	Was the same or similar sub-award audited last fiscal year?	✓		
c.	Was the audit opinion unqualified?* *(*No response signifies automatic medium or high risk)*	✓		
3.	**Determine if the applicant has new personnel, or new or substantially changed systems?**			
a.	Has the applicant staff remained essentially unchanged during the prior year?	✓		
b.	Has the applicant organization remained unchanged during the prior year?	✓		
c.	Is the applicants accounting system the same as the prior year?	✓		
4.	**Determine the extent and results of Federal awarding agency monitoring (if the applicant has received a direct Federal grant within the preceding 3 years)**			
a.	Did the applicant receive monitoring from a federal awarding agency?	✓		
b.	Did the federal agency determine that there were no financial or compliance issues?	✓		

FOR GOHS USE ONLY

5.	**Determine if the subrecipient has been consistently on time and accurate in the submission of the following:**			
a.	Progress Reports			
b.	Fiscal Reporting			
c.	Change requests/revisions (if applicable)			
d.	Mandatory Reporting (if applicable)			

Total No responses

RATING SCALE

0-4 No responses	Low
5-9 No responses	Medium
10-14 No responses	High

RATING ASSIGNED= _____

COORDINATOR: _____

DATE: _____

INITIALS: _____

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

	FAIN: 69A37520300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Apache County Public Health	**GOHS CONTRACT NUMBER:** **2020-OP-001**
	ADDRESS PO Box 697, St. Johns, Arizona, 85936	**PROGRAM AREA:** **402-OP**
2.	**GOVERNMENTAL UNIT** N/A	**AGENCY CONTACT:** Debbie Padilla
	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 the Apache County.

	6. BUDGET COST CATEGORY	**Project Period FFY 2020**
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**	$8,000.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$8,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2020
CURRENT GRANT PERIOD	**FROM:** 10-01-2019	**TO:** 09-30-2020

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $8,000.00

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:

Organization Size: 80

Total Population in city/town or county served: 179,051

County Served: Apache County

Agency Problem/Attempts to Solve Problem:

Currently the program has limited car seats (< 6) to aid families residing in the communities. Apache County is ranked the poorest county, 36% of individuals live at or below the federal poverty level. Socioeconomic factors in the community influence how families receive or purchase car seats. Families often choose to purchase used unsafe car seats, using expired car seats or not using car seats at all. This is an on-going problem for families in both areas of communities in southern or northern Apache and Navajo counties.

ACPHSD would like to continue to distribute car seats through funding of this proposal. Funding would supplement existing injury prevention programs with car seats that can be distributed to families that need them. The program has exhausted most of their inventory. Funds would allow for new car seats to be purchased and distributed to families during National Child Passenger Safety Week 2020; car seat check events; and during educational classes provided during walk-ins or scheduled appointments, or during home visits. The program expects to be completely out of inventory by April 2019.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

Since 2002, Apache County Public Health Services District (ACPHSD) has been committed in providing comprehensive car seat education to families residing in areas of both northern (Navajo Nation) and southern Apache County. The health district has 5 technicians (1-Instructor, and 4-Technicians, 2 Bilingual Spanish) that allow for comprehensive car seat education to be offered to families. Certified child passenger safety technicians provide families with car seat education through 3 different avenues within the community; during walk-in or scheduled appointments, during car seat check events, or during home visits provided to women enrolled in the Baby Sprouts home visitation program.

PROJECT MEASURES:

Contract Objectives:

1. By 9/30/2020, 157 families will receive car seat education, as determined by car seat check log.
2. By 9/30/2020, 4 car seat check events will be provided in the communities of southern or northern Apache and Navajo Counties.
3. By 9/30/2020, 40 rear facing only car seats will be provided to pregnant women enrolled in a home visitation program.
4. By 9/30/2020, 3 new high schools will participate in Battle of the Belts.

GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout the Apache 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 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 documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

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

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

Chris Sexton, Heath Director, Apache County Public Health, shall serve as Project Director.

Debbie Padilla, Grants Manager, Apache County Public Health, shall serve as Project Administrator.

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

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$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**	$8,000.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$8,000.00**

*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 Public Health shall absorb any and all expenditures in excess of $8,000.00.

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 Prinicples, 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 bythe 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 mayso 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: Debbie Padilla

   Title: Division Manager

   Telephone Number: 928 337 7926 Fax Number: 928 337 7592

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

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

   Name: Apache County Public Health Services District

   Title:

   Telephone Number: 928 337 7694 Fax Number: 928 337 7592

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

   Federal Identification Number: 86-6000385

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   Apache County Public Health Services District

   Warrant/Check to be mailed to:

   Apache County Public Health Services District
   (Agency)

   PO Box 697
   (Address)

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

4. ***DUNS Number:***

   082897786
   (DUNS #)

   PO Box 697, 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:	***Signature of Authorized Official of Governmental Unit:***
Preston Raban, Health Director Apache County Public Health	N/A
_____	_____
_____ 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-OP, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$8,000.00**

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)

Flood Control District

Date/Signature: 9/24/19

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

Discussion and possible approval to allocate funds to the town of Springerville in the amount of $22,500 to cover expenses for surveying, engineering and application of a FEMA hazard mitigation assistance grant.

BOS Meeting Date Requested 10-01-19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Approved by the BOS Oct. 20, 2015

TOWN OF SPRINGERVILLE

"GATEWAY TO THE WHITE MOUNTAINS"

September 18, 2019

Mr. Ryan Patterson
County Manager
Apache County Flood Control District
75 S. Cleveland
St. Johns, Arizona 85936

Re: Request for County Assistance, Coconino Street Flood Control Project

Dear Mr. Patterson,

Historically, flows heading northwest through the Town of Springerville, originating in the Apache-Sitgreaves National Forests, and travelling into Town through Robertson Hollow, have collected at the southeast corner of Maricopa Drive and Coconino Street. From there, the runoff proceeds across South Mountain Avenue, into open fields, where it eventually deposits into the Little Colorado.

In recent years, (and while the region is still experiencing drought conditions) the Town has responded to localized flooding in the area of Coconino Street and South Mountain Ave. The increase flows become trapped by the elevated roads, endangering residences, businesses, and presenting a safety hazard to street traffic.

The Town has been working with representatives from Apache County Flood Control to understand the process of hazard mitigation grant funding through the FEMA/ADEM programs. We understand that projects that have "pre-work," such as the engineering analyses and concept designs to support the federal cost-benefits analysis, greatly increase the possibility of award.

Therefore, the Town respectfully requests consideration by the Flood Control Board for financial assistance in the amount of $22,500. The funds would be used to prepare the engineering documentation to be used in the FY 2020 grant cycle. The amount is based upon estimates of $11,000 for hydrology, hydraulics and concept plans, $8,000 for formal grant application/cost estimates, and $3,500 for design surveying. With the exception of a minor amount (less than 8 billable hours from our engineers) spent in preparation of the NOI, the majority of this amount would not be expended, until the Town receives permission from DEMA to proceed from NOI to full grant application.

As this request is submitted after the date of the Notice of Funding Opportunity, the amounts expended, if the Town is selected by DEMA to proceed to full grant application, would qualify as eligible pre-award costs, (if the grant is awarded.) The 25% matching non-federal contribution, if awarded, is expected to be provided by in-kind contribution through construction labor and equipment, by the Town of Springerville.

Attached to support your consideration of this request is a draft of the Council Resolution, committing the funds for the purpose stated, agreeing to long term maintenance, federal in-kind match, and other criteria as required per the Robert T. Stafford Disaster Relief Act of 1974. The Resolution will be placed on Council Agenda, pending approval from DEMA to proceed with full grant application, and will be included in the application. Please note that the resolution accepts and dedicate the flood control funds to the project.

When completed, we believe the project will provide long term benefits to the residents of Springerville, the Round Valley region, and the County. Thank you for your continued support of the Town's efforts in floodplain administration. Please don't hesitate to contact me if you require further information.

Sincerely,

Joseph Jarvis, Town Manager

cc: Ferrin Crosby, P.E, Apache County Floodplain Administrator
Tim Rasmussen, Springerville Public Works Director

Yvette Greer

From: Timothy Hinton
Sent: Tuesday, September 24, 2019 9:06 AM
To: Yvette Greer
Subject: RE: Agenda Review Item - Flood Control District for 10-01-2019 BOS Mtg

It looks good to me.

Timothy Hinton

From: Yvette Greer <ygreer@co.apache.az.us>
Sent: Tuesday, September 24, 2019 9:00 AM
To: Joe Young <jyoung@apachelaw.net>; Timothy Hinton <thinton@co.apache.az.us>
Cc: Ferrin Crosby <cfcros@co.apache.az.us>; Ryan Patterson <rpatterson@co.apache.az.us>; Beth Bond <bbond@co.apache.az.us>
Subject: Agenda Review Item - Flood Control District for 10-01-2019 BOS Mtg

Please review.

Thank you

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 9/18/19 Dale Haws

Describe in detail what you want to say to the Board and what action you want the Board to take: FOLLOWING A PUBLIC HEARING, DISCUSSION AND POSSIBLE APPROVAL TO ADOPT ROADS N3119, N3120, N3131, AND N3323 INTO THE COUNTY MAINTENANCE SYSTEM BY RESOLUTION.

PRE-AGENDA ITEM REVIEW

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

Legal Review:_____

_____Signature:_____

Finance Review:_____

_____Signature: Jennifer Hatch

Human Resources Review:_____

_____Signature:_____

Other Review:_____

_____Signature:_____

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

The Apache County Board
of Supervisors

will hold a meeting on Tuesday,October 1st , 2019 at 8:30 AM (MST). At the Chinle District I Administrative Complex, 50 yards South of Old Mustang Store, US Highway 191, Chinle, Arizona, at which the Board of Supervisors will hold a public hearing to consider and possibly approve the following item:

PUBLIC HEARING, consideration and possible recommendation forapproval of a resolution to adopt County Road N3119, N3120, N3131 and N3323 into the Apache County Road Maintenance system.

*Those wishing to comment may do so in writing, by email, or in person. Mail comments to Apache County Engineering, PO Box 238, St Johns AZ 85936 or send e-mail to fcrosby@co.apache.az.us

Published in White Mountain Independent: #53699, T, September 10, September 17, 2019

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

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

TRAVIS SIMSHAUSER
VICE CHAIRMAN 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

Resolution #2019-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, ADOPTING ONE COUNTY ROAD INTO THE APAHCE COUNTY ROAD MAINTENANCE SYSTEM; COUNTY ROAD N3119

WHEREAS, in accordance with the provisions of A.R.S. § 28-6705, the Apache County Board of Supervisors may spend public monies for maintenance of public roads other than highways, and

WHEREAS, the Board of Supervisors acknowledges this road, was laid out, opened and constructed without cost to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County that County Road N3119 be adopted into the Apache County Road Maintenance system and be maintained as public roadway. From station 0+00 at the intersection of US 60 and N3119 continuing north along N3119 a distance of 2640.00 feet to station 26+40 as shown on plan set. To be known hence forth as County Road 3119.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on October 1,2019.

APACHE COUNTY BOARD OF SUPERVISORS

By:_____

Dr. Joe Shirley Jr.

Chairman of the Board

ATTEST:

_____

Ryan Patterson, Clerk of the Board

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

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

TRAVIS SIMSHAUSER
VICE CHAIRMAN 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

Resolution #2019-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, ADOPTING ONE COUNTY ROAD INTO THE APAHCE COUNTY ROAD MAINTENANCE SYSTEM; COUNTY ROAD N3120

WHEREAS, in accordance with the provisions of A.R.S. § 28-6705, the Apache County Board of Supervisors may spend public monies for maintenance of public roads other than highways, and

WHEREAS, the Board of Supervisors acknowledges this road, was laid out, opened and constructed without cost to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County that County Road N3120 be adopted into the Apache County Road Maintenance system and be maintained as public roadway. From station 0+00 at the intersection of N3119 and N3120 continuing West along N3120 a distance of 1174.00 feet to station 11+74 as shown on plan set. To be known hence forth as County Road 3120.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on October 1, 2019.

APACHE COUNTY BOARD OF SUPERVISORS

By:_____

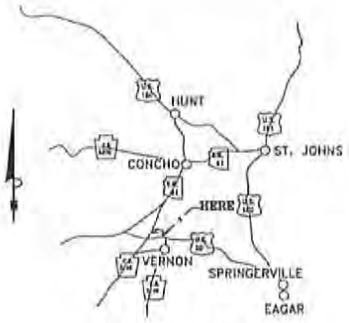
Dr. Joe Shirley Jr.
Chairman of the Board

ATTEST:

_____
Ryan Patterson, Clerk of the Board

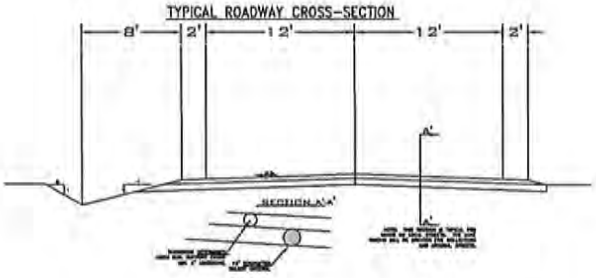
Apache County Roadway N3119 & N3120

TN.10N., RG.24E., SEC.12
GILA & SALTRIVER BASE AND MERIDIAN
THE WILLDERNESS SUBDIVISION
VERNON, ARIZONA

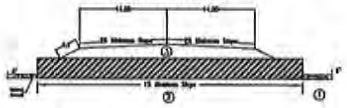


SITE LOCATION

TYPICAL ROADWAY CROSS-SECTION



TYPICAL PIPE SECTION



Note: Drainage Pipe Placement

① Set Inlet & Outlet 6" Below Natural Ground Surface.

② From Inlet To Outlet Of Pipe, Use A Minimum Of 1% Slope Or Follow Natural Ground Contour.

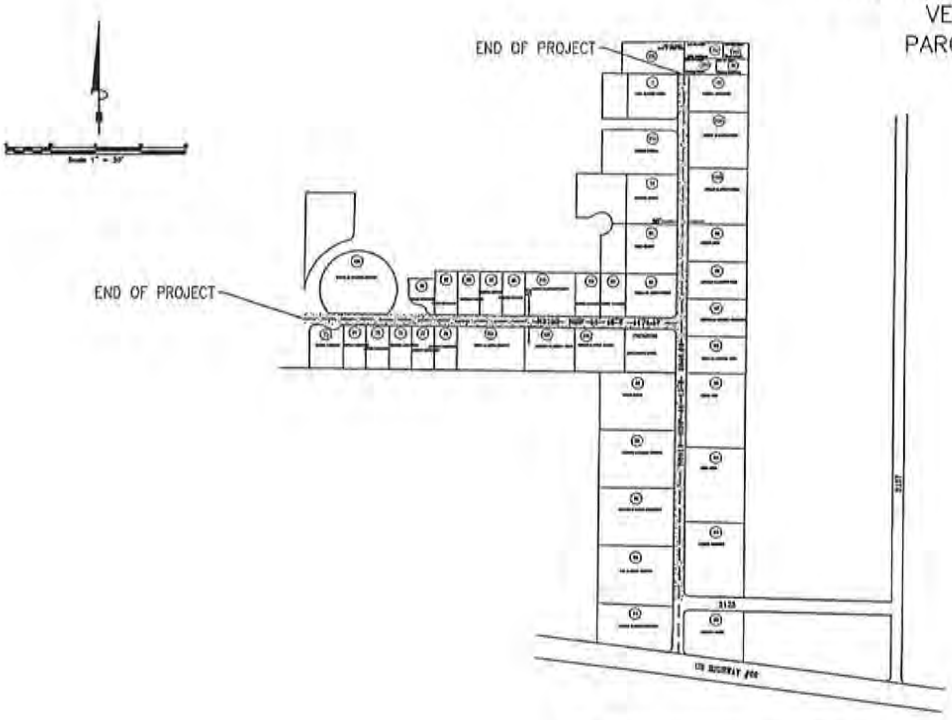
③ Cover Above Pipe Should Be A Minimum of 1 Foot.

④ Field Fit Culverts As Needed Along Project Limits

	1 OF 2	1/31/12	D.B. F.C. F.C.	Apache County Roadway N3119 & N3120 COVER SHEET AND DETAIL SHEET THE WILDERNESS SUBDIVISION VERNON, ARIZONA	APACHE COUNTY ENGINEERING DEPARTMENT P.O. BOX 338 ST.JOHNS, AZ. 85936 TELEPHONE: 928-337-7528 FAX: 928-337-2062

Apache County Roadway N3119 & N3120

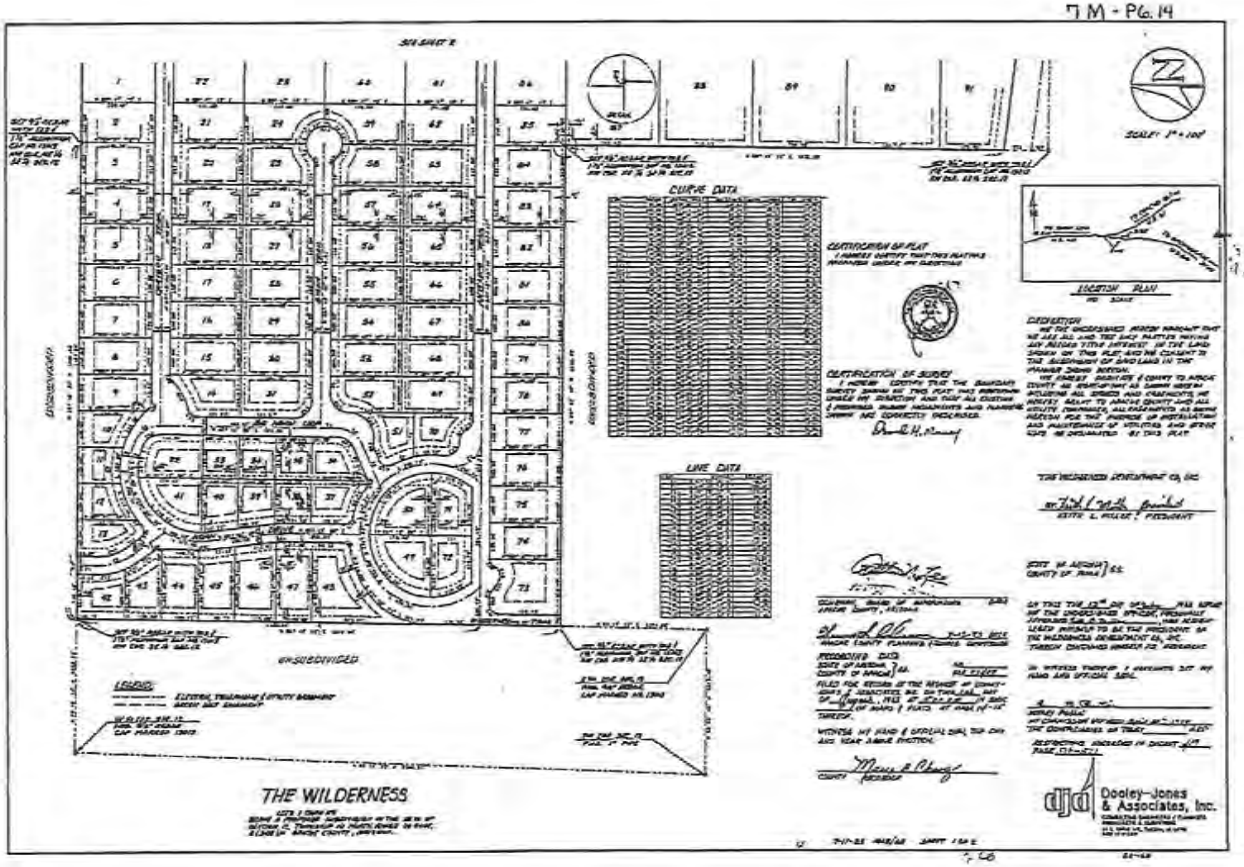
TN.10N., RG.24E., SEC.12
GILA & SALTRIVER BASE AND MERIDIAN
THE WILLDERNESS SUBDIVISION
VERNON, ARIZONA
PARCEL MAP 106-70



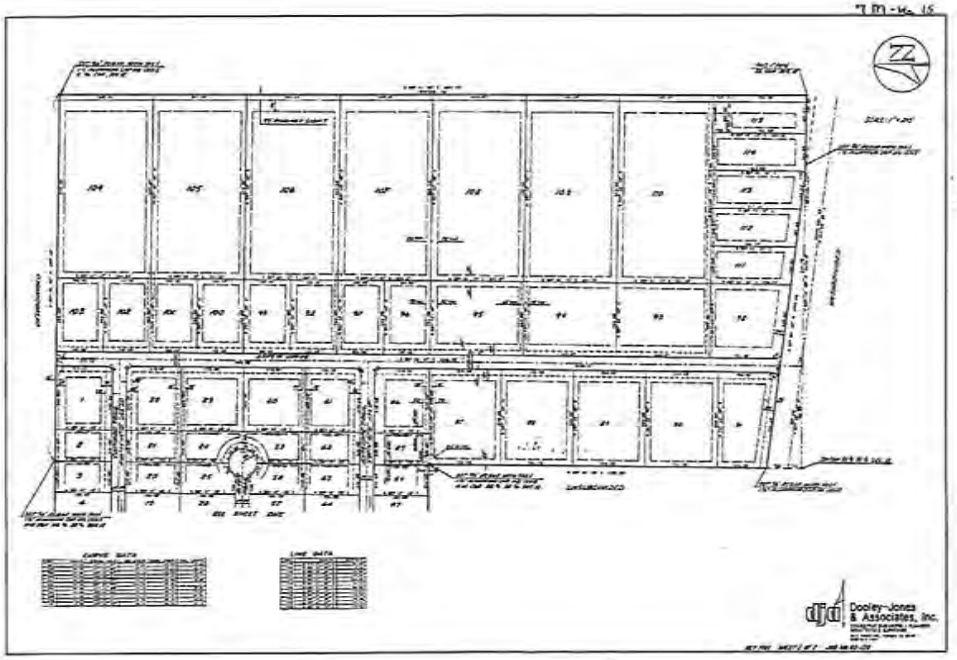
	2 OF 2	1/31/14	D.B.	Apache County Roadway N3110 & N3120
			P.C.	COVER SHEET AND DETAIL SHEET
			P.C.	THE WILDERNESS SUBDIVISION VERNON, ARIZONA

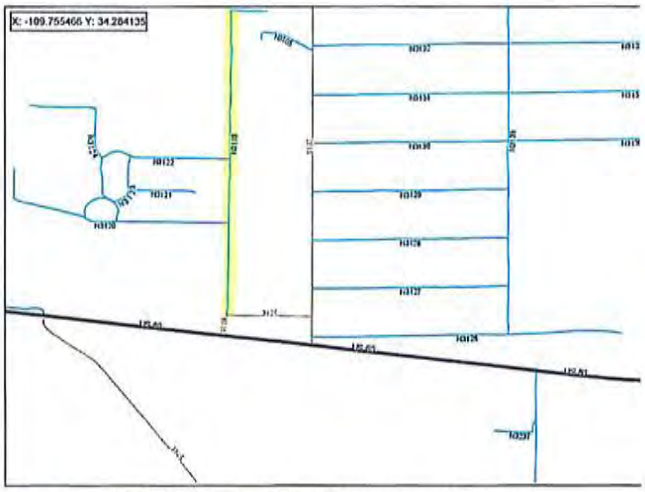
APACHE COUNTY ENGINEERING
DEPARTMENT
P.O. BOX 238 ST.JOHNS, AZ. 85936
TELEPHONE 928-337-7538 FAX: 928-337-2062

7 M - P6. 14


THE WILDERNESS
CURVE DATA
LINE DATA
LOCATION PLAN
SCALE: 1" = 100'
Dooley-Jones & Associates, Inc.

TM-W-15





The materials available at this web site are for informational purposes only and do not constitute a legal document.

Untitled Map
Write a description for your map.
Legend
Feature 1
3121
3124
3120
3125
60
Google Earth
© 2018 Google
Hwy 60
700 ft
N

Apache County

P.O. Box 428

Saint Johns, AZ 85936

August 6, 2018

Subject: County Road N3119

The attached petition, along with supporting documents, is hereby submitted for the purpose of requesting that Apache County bring the above mentioned road up to current standards, and maintain the road into the future.

CR3119 has an existing easement onto SR60 from the north, and approx. the first 200 feet is in the county maintained system, up to it's intersection with CR3125. The next approx. 1/2 mile of CR3119 to just north of CR3122 is the distance that is being requested for an upgrade.

The number of improved properties directly served by CR3119 is approx. 49. The Vernon School District has a bus stop at the corner of CR3119 and CR3125, and currently, 5 students are brought down CR3119 by parents to the bus stop. The Lord, AZ water district has a pump and holding tank at the corner of CR3119 and CR3120. The Vernon Fire District has identified CR3119 as a "main artery", and uses it to access 5 other county roads (see attached letter from the Vernon Fire District.

According to Steve Coombs, board chairman of the Vernon Fire District, who lives on CR3120, the original developers (2) of the Wilderness Subdivision did some of the road infrastructure improvements many years ago, but due to both going bankrupt, the roads (3119, 3120, 3121, 3122, 3123, and 3124) were never finished, and brought into the county system as originally intended.

During the monsoon season, free standing water accumulates at the low lying areas, causing vehicular traffic to deteriorate the road surface. The residents of the wilderness subdivision, the Lord Water District, and the Vernon Fire Department depend on CR3119, and it needs to be upgraded, and brought into the Apache County maintained road system.

Respectfully,

Dan Chance dchance4@gmail.com 928 208-7058

15 ACR 3121, Vernon, AZ 85940

Attachements - (1) Petition with 39 signatures (2) Vernon Fire District letter (3) Apache County road survey taken 8/17 thru 8/24, 2016 (4) Various maps & photo

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3119, LOCATED AT: Vernon, AZ

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
Dan Chance	15 ACR 3121	Vernon AZ 85940	7/27/18
Patty Chance	15ACR3121	Vernon, AZ 85940	7/27/18
Stephen Coombs	50 ACR 3120	Vernon, AZ 85940	8/2/18
John J. Farmer	14 CR 3121	Vernon AZ 85940	8/2/18
NELLIE BEJARANO	52 CR 3121	Vernon AZ 85940	8/4/18
Tommy BEJARANO	52-CR3121	Vernon AZ 85940	8/4/18
Randy Carter	BN3123	" "	8/4/18
Karyl Carter			
SABINO HINOJOS	CR3124	VERNON	8/4/15
Rudy GOSSMAN	POBOX783	Kennows	8/4/15
Nancy GOSSMAN	PO BOX 783	vernon, az	8/4/18

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3119, LOCATED AT: Vernon, AZ

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
Deborah Humphrey	A. Humphrey CR3261 #39C	Vernon AZ 85940	8/4/18
Jodie Humphrey	Jodie Humphrey CR3261 #39C	Vernon, AZ 85940	8/4/18
Tom McCoy	ACR 3158 #5E	Vernon	8/4/18
[illegible]	NCR 3132 MAcpherson	Vernon Az.	8/4/18
[illegible]	CR 3182	Vernon Az.	8/4/18
Donna Hoffower	Donna Hoffower 59ACR 3323	Vernon AZ	8/4/18
LORETTA DELINE	5ACR N 3552	Vernon 85940	8/4/18
Richard Sheldon	70 ACR 3148	Vernon, AZ 85940	8/4/18
Doughs FERRIS	ACR. 3162 LOT 9	VERNON AZ. 85940	8-4-18
[illegible]	3129 CR # 271	Vernon Az 85940	8-4-18

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3119 , LOCATED AT: Vernon, AZ

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
Dana Cooper, Dana Cooper	25 ACE 3175	Vernon, AZ. 85940	8-4-18
Price, John Wm.	87 CR 3261	Vernon, AZ 85940	"
Cherry Moyer Cherry Moyer	1473 ACR 3140	Vernon AZ 85940	8/4/2018
WALTER CRAIG Walter Craig	856 CO. RD. 3144	VERNON AZ 85940	8-4-2018
DONNA J. Young Donna J. Young	1626 Vernon Rd	VERNON, Az. 85940	4-11-44
Tina Bird Tina Bird	House 20 CR 3181 Vernon, AZ		8/4/18
John Tedford	848 CR 3144	VERNON AZ 85940	
Emmitt Farr	#7 CR. 3150 Vernon, AZ	85940	4-Aug-2018
Jo Knee	N3551	Vernon	8/4/2018
Kate Dahl Kate Dahl			

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3119, LOCATED AT: Vernon, AZ

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
RHONDA PENDER Rhonda Pender	847 TIMBER KNOLL RD	VERNON AZ	8-4-2018
THOMAS PENDER	847 TIMBER KNOLL RD		8-04-2018
IVAN Doyle	1650 CR 3140	VERNON	8-4-2018
Robin Doyle	1650 CR 3140	Vernon	8/4/18
John Vehar	25ACR3099	Vernon	8/4/18
Connie L. Welch	115 CR 3149	Vernon	8/4/18
Ron Hetz	25 CR 3203	85924	8/4/18
Paula Johnson Paula Johnson	633 ACR 3144,	85940	8/4/18
Patrick Maher	13 CR 3131	Vernon AZ 85940	8/11/18

Vernon Fire District

PO Box 400, Vernon, AZ 85940
Office (928) 537-4895 Fax (928) 537-7543

Mr. Dan Chance
15 ACR 3121
Vernon, AZ 85940

Mr. Chance,

I appreciate your effort to improve our road system here in Vernon. The roads you have mentioned are certainly vital routes for our emergency response vehicles.

The specific road you are attempting to have declared a county road, so that it can be maintained as a county road, is a main artery for travel. ACR 3119 is our direct route when responding to roads 3120, 3121, 3122, 3123, 3124, and Walker Run. As a main artery, our units travel that road quite often, so any improvement in road quality is a huge benefit to the community. Road improvements, especially ACR 31119, will allow the Vernon Fire District safer and quicker responses than roads in disrepair.

I commend you and your group for your effort. Please accept this letter of support and forward it to anyone who reviews your request. I hope they will take life safety, of the Vernon residents, into account in their decision making process.

Thank you,

Dave J. Niehuis

Dave J. Niehuis
Fire Chief
Vernon Fire District
P.O. Box 400
Vernon, AZ 85940

PETITION

To: Apache County Board of Supervisors

Subject: Apache County, Wilderness Area Roads

From: Wilderness Area Residences

The residence of the Apache County, Wilderness Area living on and/or using county roads N3119,N3120, N3121, N3123, N3124, 3125, to access their homes; present this petition to the head of the County Board of Supervisors asking them to dedicate our roads to be brought up to Standards and continued subsequent maintenance to insure the roads do not degrade to a sub-standard condition in the future. Our roads are currently in a deplorable condition and dangerous to drive on in many instances; especially during inclement weather. It has been so bad at times; one of our concerned residences spent over $750 to have material (that was suggested by the County & State) hauled in to

repair one section that constantly flooded after heavy rains due to the lack of proper drainage, which resulted in a small lake. Your attention to this matter and necessary action to correct this situation will be greatly appreciated. (See Attached Pictures)

Respectfully Submitted,

Residence of the Wilderness & Adjacent Areas

1. Printed Name DENISE BALL

   Address & Phone# Lot 20 ACR 3120 928-537-0824

   Signature Denise Ball

2. Printed Name Robert Valdez

   Lot 19 & 20 3122

   Address & Phone#

   Signature Robert Valdez

3. Printed Name AL Ripley

   Address & Phone# lot 15 ACR 3125 85901

Signature Lorena Pino

4. Printed Name LORENA PINO

Address & Phone# PO BOX 147 Vernon AZ 85940

Signature Lorena Pino

5. Printed Name Johnna Rae Choquette

Address & Phone# 1-928-537-4530

Signature Johnna J. Choquette

6. Printed Name HENRY A HOMER

Address & Phone # Hse #49 3119 LOT 102

Signature

7. Printed Name GERALD MORAN

Address & Phone# HSE # 38 ACR 3119 LOT 100
928-532-1557

Signature Cary W Allen

8. Printed Name CARY Wallace ALLEN
Address & Phone# N 3130 Archr Woodlands #2

Signature Cary W. Allen

9. Printed Name SABINO HINOJOS
Address & Phone# N 3124 ANTELOPE #25

Signature Sabino Hinojos

10. Printed Name Louise Cox
Address & Phone# 56 ACR 3124,

Signature Louise Cox

11. John & Julie A Farmer
N 3121 # 14 Julie A Farmer

12. **Printed Name** John & Julie FARMER

Address & Phone# 14 NCR 3121

Signature Julie A. Farmer

---

13. **Printed Name** Timothy Castantine
76 Antelope trail 537-7270

Address & Phone# 32 ACR 3120 Show Low Az

Signature Timothy Castantine

---

14. **Printed Name** Henry F. Mondejar

Address & Phone# 3609 Evergreen Dr - 1651

Signature Henry F. Mondejar

15. **Printed Name** GLORIA MARTIN Dale
H11 L89 CR 3119

Address & Phone# 928 242-0679

Signature Gloria Martindale

---

16. **Printed Name** Sharon Clark
928-532-8677

Address & Phone# P.O. Box 442 Vernon, AZ.

Signature Sharon L. Clark

---

17. **Printed Name** KERRY R CLARK
N3120 #45 VERNON, AZ 85940

Address & Phone# 928-532-8677

Signature Kerry R. Clark

18. **Printed Name** Richard Miller

Address & Phone# CR 3120 Lot 66 Vernon AZ 85940

Signature [signature]

---

19. **Printed Name** Linda Strand

Address & Phone# 3146 CR Lot 46 Vernon, AZ 85940

Signature Linda Strand

---

20. **Printed Name** James D. Richards

Address & Phone# 928-532-5837
#7 CR 3121

Signature James D. Richards

21. **Printed Name** FRANK R HAGAN

Address & Phone# 15 ACR 3151 928-537-9279

Signature Frank R Hagan

---

22. **Printed Name** Linda Philbrook

Address & Phone# 2 ACR 3124 714-334-0581

Signature Linda Philbrook

---

23 **Printed Name** Jerry Sapp

Address & Phone# CR 3119 H H 2

Signature Jerry Sapp

Printed Name Homer Collom

Address & Phone# #1 ACR 3125 - 602-448-7990

Signature Homer Collom

Printed Name _____

Address & Phone# _____

Signature _____

Printed Name _____

Address & Phone# _____

Signature _____

N-County Roads 3119, 3120

ORDER OF MAGNITUDE COST ESTIMATE

August 19, 2019

Roadway Buildup & Drainage Improvements

item #	item	quantity	unit	unit cost	amount
1	Roadway Survey	-	LS	$ -	$ -
2	Construction Staking	1	LS	$ 2,500	$ 2,500
3	Pit Run Cinder Material	2,300	ton	$ 2.50	$ 5,750
4	Limestone Cap Material	2,300	ton	$ 5.00	$ 11,500
5	Placement	4,600	ton	$ 6.00	$ 27,600
6	Transportation	4,600	ton	$ 4.50	$ 20,700
5	Magniziumn Cloride	-	ton	$ 125.00	$ -

Subtotal =	$	68,050
5% Contingency =	$	3,403
TOTAL =	**$**	**71,453**

Construction staking along N3119 & 3120, approximately 4225- linear feet (.80 miles)within the Wilderness Area Subdivision, just North of Hwy 60 in the Vernon area. Raise roadway elevation by placement of approximately 4600 tons of pit run 2-inch minus cinders approximately 24-feet wide w/2-foot shoulders either side 4-inches deep with a 4-inch deep cap material. Install culverts as needed. Sub-grade material will be hauled from the County cinder pit located along Stanford Rd with cap material hauled from limestone pit located in St. Johns.

OPTIONAL: On-site construction staking as needed for cinder placement along the horizontal and verticle plane aas well as spot locations for under-raodway culvert flow line elevations.

Ferrin Crosby

From: Lee Allen <coloradomommom@yahoo.com>
Sent: Sunday, September 15, 2019 1:51 PM
To: Ferrin Crosby
Subject: Apache County Roads N3119 and N3120

Follow Up Flag: Follow up
Flag Status: Flagged

We live in the Wilderness Area, on N3120. We would really like to see Apache County maintain N3120 and N3119. The road quality is currently very bad. Potholes abound. Additionally, it causes a hazard for me, as I am wheelchair bound. Winter before last, we were stuck in the snow, on the uneven surface of N3120. As wheelchairs do not work in snow, my family had to drag me home. That experience did not do my back any good, but it did point out the safety issues involved in poor road conditions. I am not the only disabled person in the Wilderness Area. As I say, we hope the County will begin repairs, and subsequent maintenance, on these roads as soon as possible.

Thank you.

C. Lee Allen & Randall Allen
45 acr N3120
(970) 712-7748

Sent from Yahoo Mail on Android

Ferrin Crosby

From: Nellie Bejarano <nelytombeja@yahoo.com>
Sent: Friday, September 13, 2019 4:41 PM
To: Ferrin Crosby
Subject: Rd maintenance in The Wilderness Subdivision

Follow Up Flag: FollowUp
Flag Status: Flagged

We would like to thank you for your consideration in the maintenance of our roads N3119 & N3120.
Maintenance of these roads would mean alot to all the residents who live here. The huge potholes are wearing on our vechiles. It would also be great if the school bus could bring the children closer to their homes.
Again, thankyou for this consideration and we hope to hear from you soon with a positive response.

Nellie & Tommy Bejarano
nelytombeja@yahoo.com

Sent from Yahoo Mail on Android

APACHE COUNTY
P O Box 428
St. Johns, AZ 85936
(928) 337-7503, (928) 337-2003 fax

ALTERNATE FORMAT FOR THIS FORM

Individuals with a qualified disability who require this information in an alternate format may contact the Board of Supervisors, at the location listed to the left, to make their needs known.

PUBLIC RECORDS REPRODUCTION REQUEST

This document represents the declaration of the undersigned submitted to the office of the Clerk of the Board of Supervisors for the reproduction of certain public record(s) specified below.

Please print the following information:

Date 7/26/18

Name Dan Chance Phone _____

Company _____

Address 15 ACR 3121

City Vernon State AZ Zip 85940

Fax _____ Email dchance4@gmail.com

Records Requested *(please be specific)* Traffic survey results on CR3119 showing A.D.T. over several days. Survey was done 1-2 years ago.

Records Use:

[ ] **Commercial purposes.** *See definition of 'commercial purposes,' A.R.S.§39-121.03(D). If the records(s) are to be used for commercial purposes, specifically state those purposes:* _____

[X] **Non-commercial purposes.** *Please give brief explanation.* Possible evidence to support bringing CR3119 into Co. maintained system

Signature of Requestor _____

Office Use Only—Do not write below this line—Office Use Only

[ ] **Inspection only.** [ ] **Picked up.**

[ ] **Mailed.** [ ] **Faxed.**

[ ] **Emailed.**

County Attorney Initials _____ Date _____

Do not write below this line—Office Use Only

Fees Collected

Number of Copies _____

Date Paid _____

$ _____

Volume Grand Totals

Average Hourly Volumes

	Channel 1	Channel 2	Combined
12:00 AM	0.0	0.0	0.0
1:00 AM	0.0	0.0	0.0
2:00 AM	0.0	0.0	0.0
3:00 AM	0.0	0.0	0.0
4:00 AM	0.0	0.0	0.0
5:00 AM	0.0	0.0	0.0
6:00 AM	0.0	0.4	0.4
7:00 AM	0.1	0.6	0.7
8:00 AM	0.0	0.3	0.3
9:00 AM	0.4	0.0	0.4
10:00 AM	1.9	0.9	2.7
11:00 AM	0.7	0.6	1.3
12:00 PM	0.9	0.4	1.3
1:00 PM	1.0	0.7	1.7
2:00 PM	1.0	0.9	1.9
3:00 PM	0.9	0.4	1.3
4:00 PM	1.6	0.3	1.9
5:00 PM	0.3	0.1	0.4
6:00 PM	0.0	0.0	0.0
7:00 PM	0.9	0.1	1.0
8:00 PM	0.3	0.0	0.3
9:00 PM	0.0	0.1	0.1
10:00 PM	0.1	0.0	0.1
11:00 PM	0.0	0.0	0.0
Average Daily Traffic (ADT)	10.0	5.9	15.9

Volume Totals

Channel 1	Channel 2	Combined
70	41	111
63.1 %	36.9 %	

24 Hour Volume

Interval Start	Channel 1	Channel 2	Combined
9:00 AM	1	0	1
10:00 AM	4	0	4
11:00 AM	0	0	0
12:00 PM	1	0	1
1:00 PM	1	0	1
2:00 PM	2	2	4
3:00 PM	1	0	1
4:00 PM	0	1	1
5:00 PM	0	0	0
6:00 PM	0	0	0
7:00 PM	1	0	1
8:00 PM	0	0	0
9:00 PM	0	0	0
10:00 PM	0	0	0
11:00 PM	0	0	0
8/18/2016 12:00 AM	0	0	0
1:00 AM	0	0	0
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	0	0	0
5:00 AM	0	0	0
6:00 AM	0	0	0
7:00 AM	0	1	1
8:00 AM	0	0	0
Totals	11 (73.3%)	4 (26.7%)	15

Peak Hours

12:00 AM - 12:00 PM	10:00 AM	7:00 AM	10:00 AM
Volume	4	1	4
Factor	0.50	0.25	0.50
12:00 PM - 12:00 AM	2:15 PM	1:45 PM	2:15 PM
Volume	3	2	5
Factor	0.75	0.50	0.63

24 Hour Volume

Interval Start		Channel 1	Channel 2	Combined
	9:00 AM	1	0	1
	10:00 AM	5	1	6
	11:00 AM	2	0	2
	12:00 PM	2	1	3
	1:00 PM	1	1	2
	2:00 PM	0	1	1
	3:00 PM	0	0	0
	4:00 PM	1	0	1
	5:00 PM	0	0	0
	6:00 PM	0	0	0
	7:00 PM	0	0	0
	8:00 PM	2	0	2
	9:00 PM	0	0	0
	10:00 PM	0	0	0
	11:00 PM	0	0	0
8/19/2016	12:00 AM	0	0	0
	1:00 AM	0	0	0
	2:00 AM	0	0	0
	3:00 AM	0	0	0
	4:00 AM	0	0	0
	5:00 AM	0	0	0
	6:00 AM	0	0	0
	7:00 AM	0	0	0
	8:00 AM	0	0	0
Totals		14 (77.8%)	4 (22.2%)	18

Peak Hours

12:00 AM - 12:00 PM	10:00 AM	10:00 AM	10:00 AM
Volume	5	1	6
Factor	0.63	0.25	0.50
12:00 PM - 12:00 AM	12:00 PM	12:00 PM	12:00 PM
Volume	2	1	3
Factor	0.50	0.25	0.38

24 Hour Volume

Interval Start	Channel 1	Channel 2	Combined
9:00 AM	0	0	0
10:00 AM	1	0	1
11:00 AM	1	0	1
12:00 PM	0	0	0
1:00 PM	0	2	2
2:00 PM	2	0	2
3:00 PM	2	2	4
4:00 PM	2	0	2
5:00 PM	0	0	0
6:00 PM	0	0	0
7:00 PM	0	0	0
8:00 PM	0	0	0
9:00 PM	0	0	0
10:00 PM	1	0	1
11:00 PM	0	0	0
8/20/2016 12:00 AM	0	0	0
1:00 AM	0	0	0
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	0	0	0
5:00 AM	0	0	0
6:00 AM	0	0	0
7:00 AM	0	0	0
8:00 AM	0	1	1
Totals	9 (64.3%)	5 (35.7%)	14

Peak Hours

12:00 AM - 12:00 PM	10:30 AM	8:00 AM	10:30 AM
Volume	2	1	2
Factor	0.50	0.25	0.50
12:00 PM - 12:00 AM	2:30 PM	12:45 PM	3:00 PM
Volume	3	2	4
Factor	0.38	0.25	0.50

24 Hour Volume

Interval Start	Channel 1	Channel 2	Combined
9:00 AM	1	0	1
10:00 AM	1	1	2
11:00 AM	1	1	2
12:00 PM	3	1	4
1:00 PM	2	0	2
2:00 PM	1	0	1
3:00 PM	1	0	1
4:00 PM	2	0	2
5:00 PM	0	0	0
6:00 PM	0	0	0
7:00 PM	1	0	1
8:00 PM	0	0	0
9:00 PM	0	0	0
10:00 PM	0	0	0
11:00 PM	0	0	0
8/21/2016 12:00 AM	0	0	0
1:00 AM	0	0	0
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	0	0	0
5:00 AM	0	0	0
6:00 AM	0	0	0
7:00 AM	0	0	0
8:00 AM	0	0	0
Totals	13 (81.3%)	3 (18.8%)	16

Peak Hours

12:00 AM - 12:00 PM	10:15 AM	10:45 AM	10:45 AM
Volume	2	2	4
Factor	0.50	0.50	0.50
12:00 PM - 12:00 AM	12:00 PM	12:00 PM	12:00 PM
Volume	3	1	4
Factor	0.38	0.25	0.33

24 Hour Volume

Interval Start	Channel 1	Channel 2	Combined
9:00 AM	0	0	0
10:00 AM	0	0	0
11:00 AM	0	0	0
12:00 PM	0	0	0
1:00 PM	3	0	3
2:00 PM	0	0	0
3:00 PM	1	1	2
4:00 PM	2	0	2
5:00 PM	0	0	0
6:00 PM	0	0	0
7:00 PM	2	1	3
8:00 PM	0	0	0
9:00 PM	0	0	0
10:00 PM	0	0	0
11:00 PM	0	0	0
8/22/2016 12:00 AM	0	0	0
1:00 AM	0	0	0
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	0	0	0
5:00 AM	0	0	0
6:00 AM	0	1	1
7:00 AM	0	0	0
8:00 AM	0	0	0
Totals	8 (72.7%)	3 (27.3%)	11

Peak Hours

12:00 AM - 12:00 PM	-	5:45 AM	5:45 AM
Volume	-	1	1
Factor	-	0.25	0.25
12:00 PM - 12:00 AM	12:45 PM	2:30 PM	12:45 PM
Volume	3	1	3
Factor	0.75	0.25	0.75

24 Hour Volume

Interval Start	Channel 1	Channel 2	Combined
9:00 AM	0	0	0
10:00 AM	2	2	4
11:00 AM	0	2	2
12:00 PM	0	1	1
1:00 PM	0	0	0
2:00 PM	0	2	2
3:00 PM	1	0	1
4:00 PM	2	1	3
5:00 PM	1	1	2
6:00 PM	0	0	0
7:00 PM	1	0	1
8:00 PM	0	0	0
9:00 PM	0	0	0
10:00 PM	0	0	0
11:00 PM	0	0	0
8/23/2016 12:00 AM	0	0	0
1:00 AM	0	0	0
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	0	0	0
5:00 AM	0	0	0
6:00 AM	0	1	1
7:00 AM	0	0	0
8:00 AM	0	1	1
Totals	7 (38.9%)	11 (61.1%)	18

Peak Hours

12:00 AM - 12:00 PM	9:45 AM	10:00 AM	10:00 AM
Volume	2	2	4
Factor	0.25	0.50	0.50
12:00 PM - 12:00 AM	3:30 PM	2:00 PM	2:45 PM
Volume	2	2	3
Factor	0.50	0.25	0.38

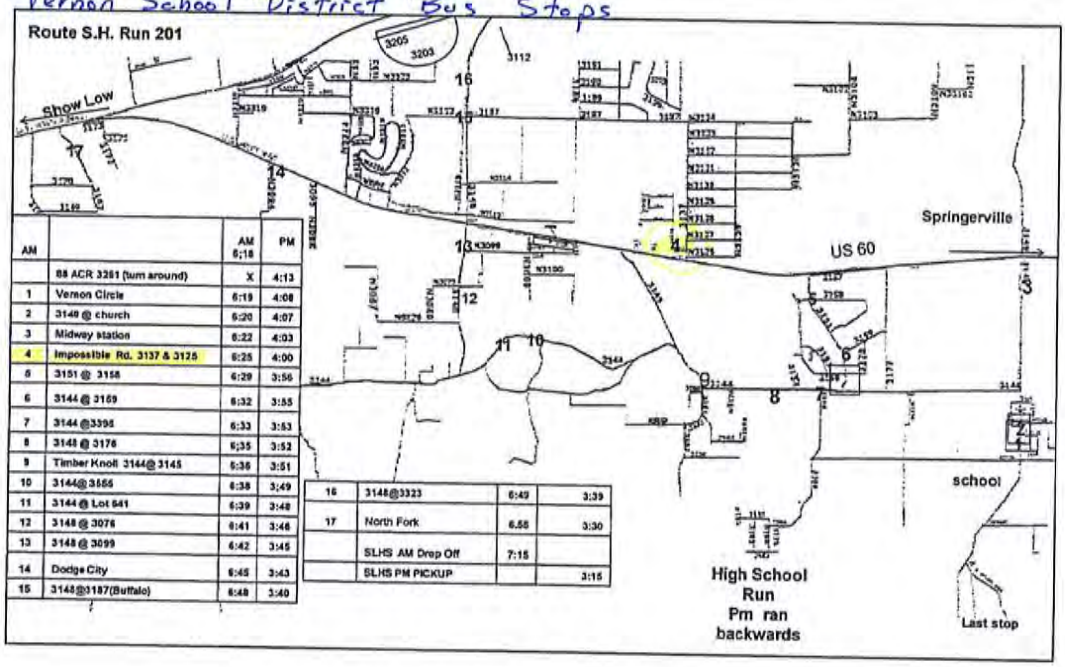
24 Hour Volume

Interval Start	Channel 1	Channel 2	Combined
9:00 AM	0	0	0
10:00 AM	0	2	2
11:00 AM	1	1	2
12:00 PM	0	0	0
1:00 PM	0	2	2
2:00 PM	2	1	3
3:00 PM	0	0	0
4:00 PM	2	0	2
5:00 PM	1	0	1
6:00 PM	0	0	0
7:00 PM	1	0	1
8:00 PM	0	0	0
9:00 PM	0	1	1
10:00 PM	0	0	0
11:00 PM	0	0	0
8/24/2016 12:00 AM	0	0	0
1:00 AM	0	0	0
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	0	0	0
5:00 AM	0	0	0
6:00 AM	0	1	1
7:00 AM	1	3	4
Totals	8 (42.1%)	11 (57.9%)	19

Peak Hours

12:00 AM - 12:00 PM	10:30 AM	7:00 AM	7:00 AM
Volume	1	3	4
Factor	0.25	0.75	0.50
12:00 PM - 12:00 AM	2:00 PM	12:30 PM	1:15 PM
Volume	2	2	3
Factor	0.50	0.25	0.38

Vernon School District Bus Stops



AM		AM 6:18	PM
	88 ACR 3261 (turn around)	X	4:13
1	Vernon Circle	6:19	4:08
2	3148 @ church	6:20	4:07
3	Midway station	6:22	4:03
4	Impossible Rd. 3137 & 3125	6:25	4:00
5	3151 @ 3158	6:29	3:56
6	3144 @ 3159	6:32	3:55
7	3144 @3396	6:33	3:53
8	3148 @ 3176	6:35	3:52
9	Timber Knoll 3144@3145	6:36	3:51
10	3144@3656	6:38	3:49
11	3144 @ Lot 641	6:39	3:48
12	3148 @ 3076	6:41	3:46
13	3148 @ 3099	6:42	3:45
14	Dodge City	6:45	3:43
15	3148@3187(Buffalo)	6:48	3:40
16	3148@3323	6:49	3:39
17	North Fork	6.55	3:30
	SLHS AM Drop Off	7:15	
	SLHS PM PICKUP		3:15

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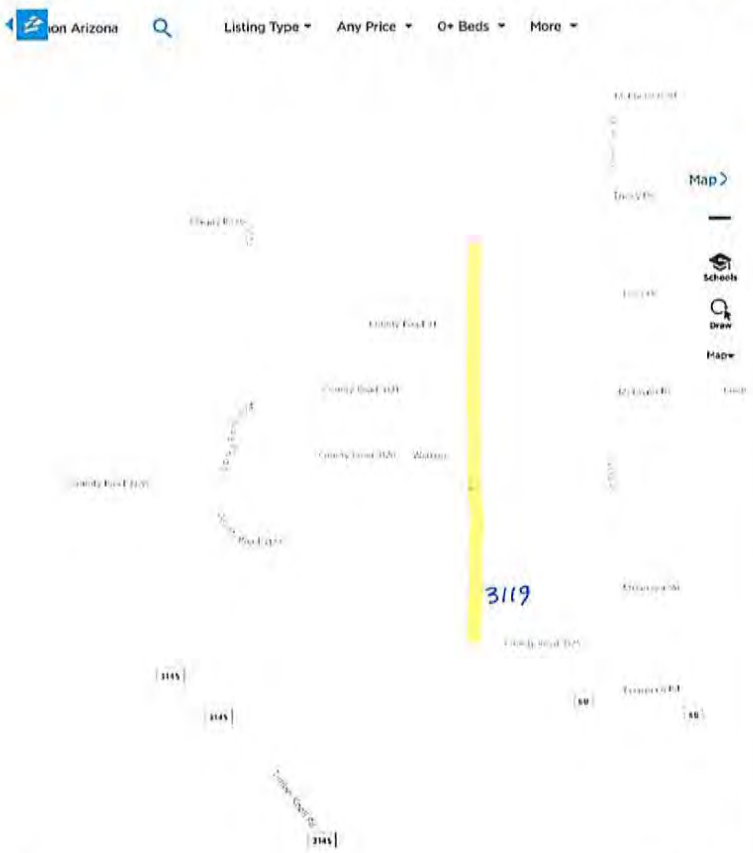
Updated 1 min ago

Light traffic in this area
Typical conditions

Search this area


ion Arizona
Listing Type
Any Price
0+ Beds
More
Map
Schools
Draw
Map
3119

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

TRAVIS SIMSHAUSER
VICE CHAIRMAN 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

Resolution #2019-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, ADOPTING ONE COUNTY ROAD INTO THE APACHE COUNTY ROAD MAINTENANCE SYSTEM; COUNTY ROAD N3323

WHEREAS, in accordance with the provisions of A.R.S. § 28-6705, the Apache County Board of Supervisors may spend public monies for maintenance of public roads other than highways, and

WHEREAS, the Board of Supervisors acknowledges this road, was laid out, opened and constructed without cost to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County that County Road N3323 be adopted into the Apache County Road Maintenance System and be maintained as public roadway. From station 0+00 at the intersection of CR 3148 and N 3323 continuing West along N3323 a distance of 5280.00 feet to station 52+80 as shown on plan set. To be known hence forth as County Road 3323.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on October 1, 2019.

APACHE COUNTY BOARD OF SUPERVISORS

By:_____

Dr. Joe Shirley Jr.

Chairman of the Board

ATTEST:

_____

Ryan Patterson, Clerk of the Board

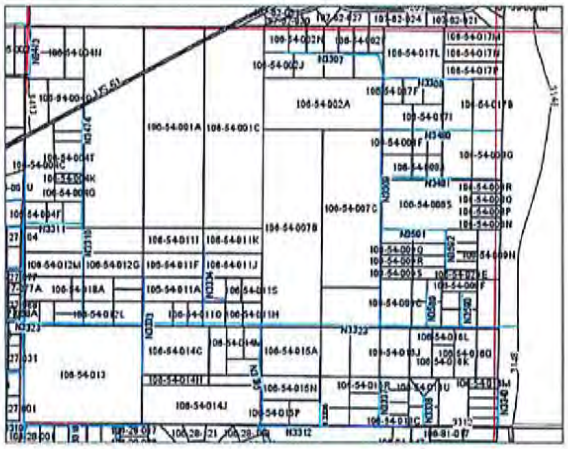
APACHE COUNTY ROADWAY N3323

TN.10N., RG.24E. SEC. 3

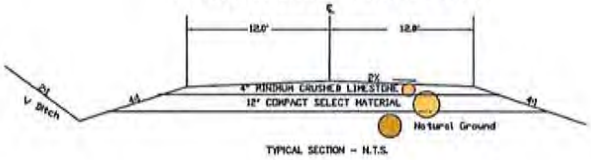
GILA & SALTRIVER BASE MERIDIAN

APACHE COUNTY ARIZONA

LOCATION MAP



TYPICAL ROADWAY CROSS-SECTION



TYPICAL SECTION - N.T.S.

APACHE COUNTY ENGINEERING
P.O. BOX 238
ST. JOHNS, AZ 85936
(928) 337-7528
FAX: 337-2062

COVER SHEET

APACHE COUNTY ROADWAY N3323
TN.10N., RG.24E., SEC. 3
GILA & SALTRIVER BASE MERIDIAN
APACHE COUNTY, ARIZONA

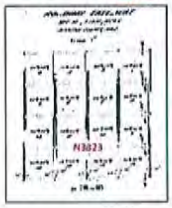
APACHE COUNTY ROADWAY N3323

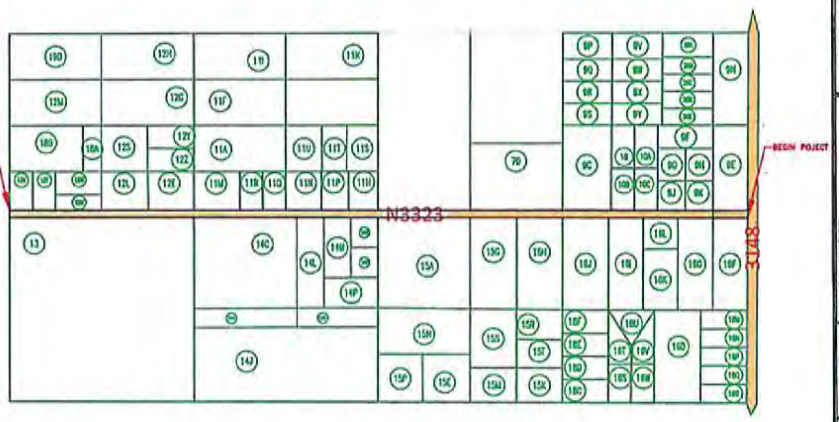
TN.10N., RG.24E. SEC. 3

GILA & SALTRIVER BASE MERIDIAN

APACHE COUNTY ARIZONA

LOCATION MAP





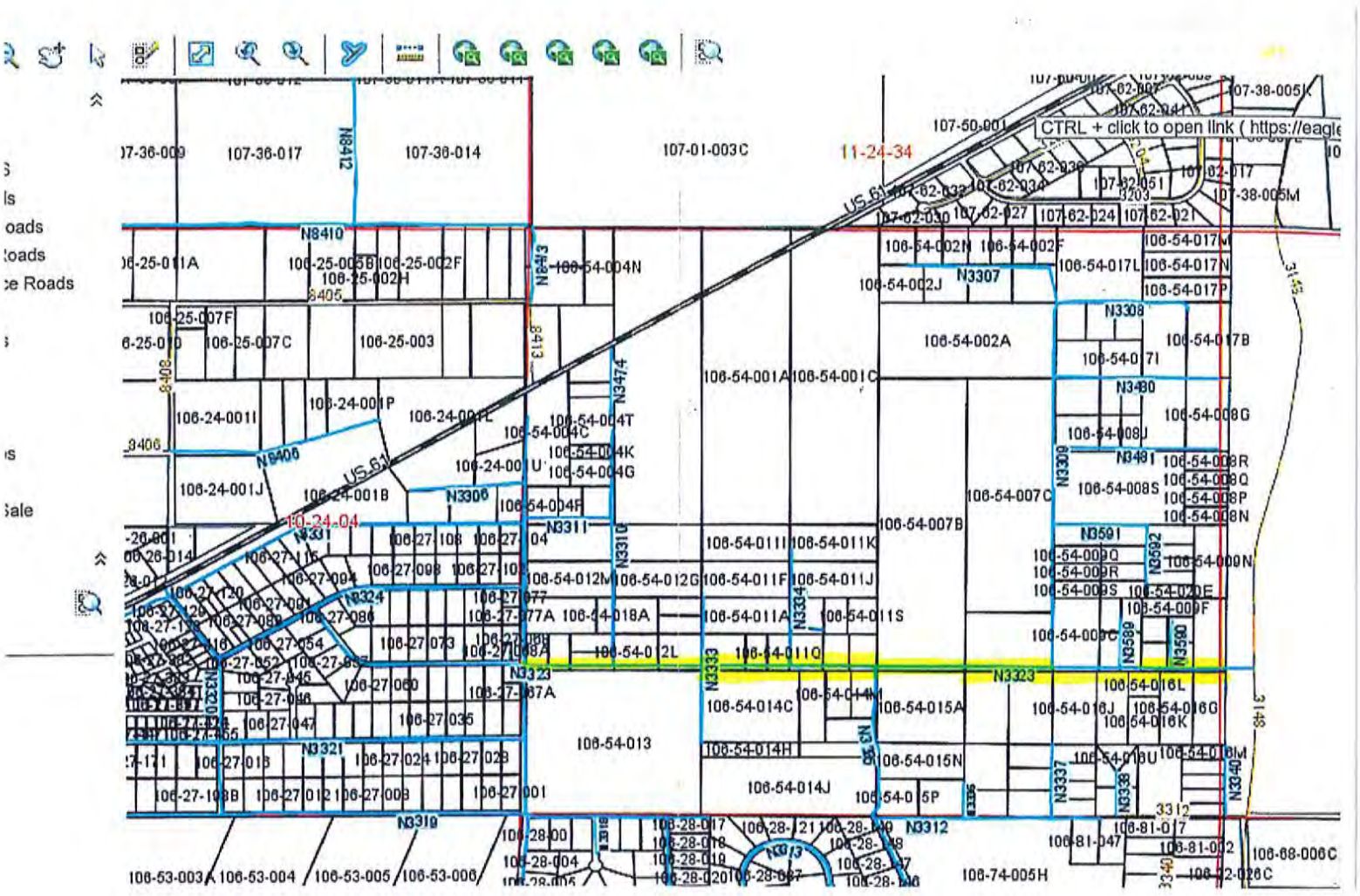
APACHE COUNTY ENGINEERING
P.O. BOX 238
ST. JOHNS, AZ 85936
(928) 337-7528
FAX: 337-2062

COVER SHEET

APACHE COUNTY ROADWAY N3323
TN.10N., RG.24E., SEC. 3
GILA & SALTRIVER BASE MERIDIAN
APACHE COUNTY, ARIZONA

SHEET NO.

2 OF 2


CTRL + click to open link (https://eagle
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10-24-04
US-61
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107-36-017
107-36-014
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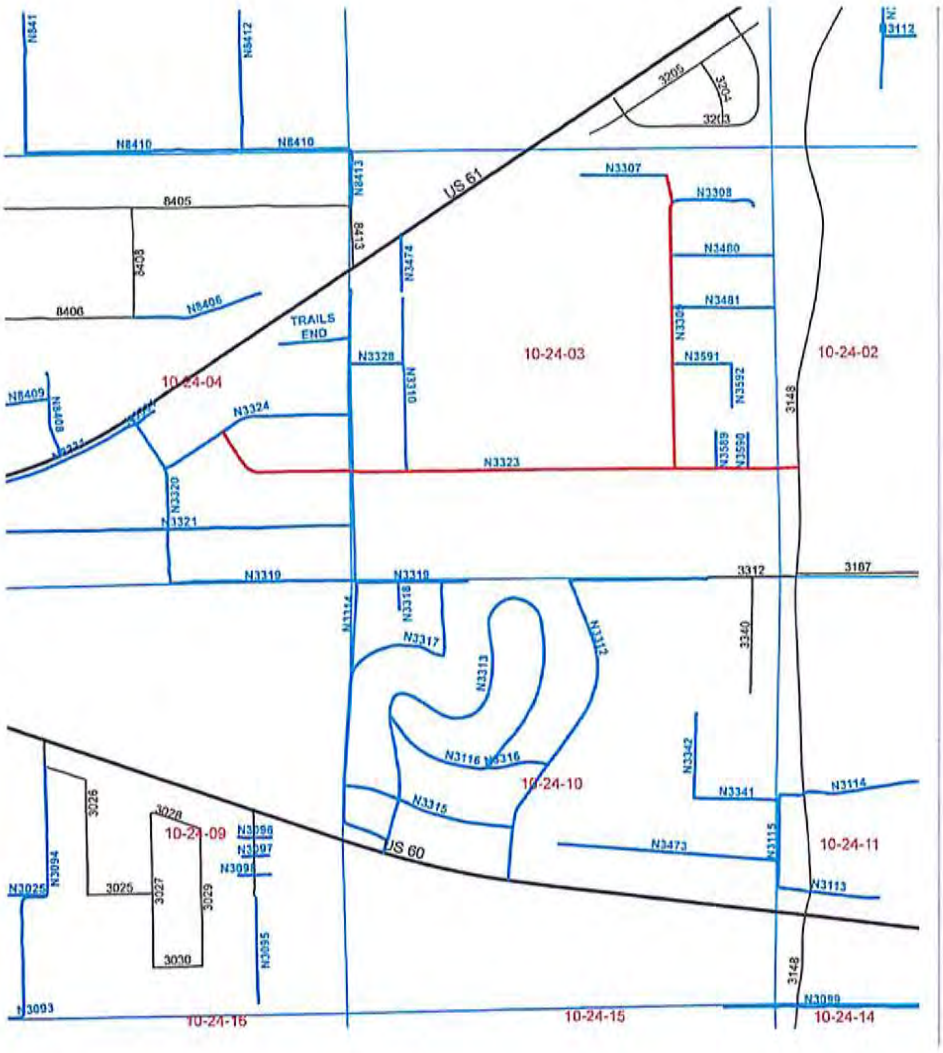
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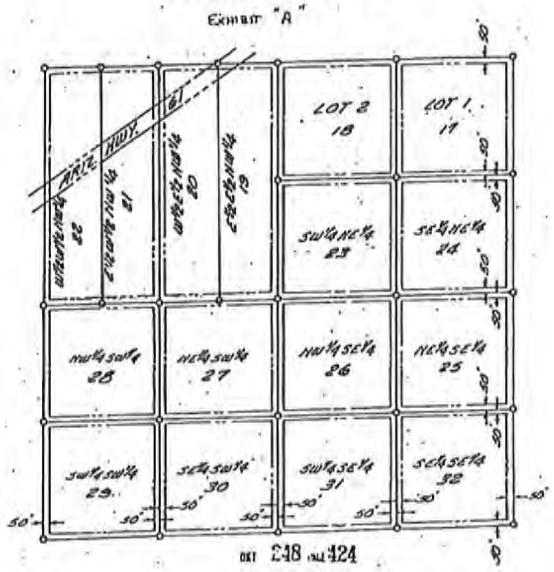
ROADWAY EASEMENT

SEC. 3, T10N, R24E

APACHE COUNTY, ARIZ.

Exhibit "A"



BK 248 PG 424

07/07/08

To:

APACHE COUNTY ROADS
MAINTENCE

FROM

Joe Dowd
61 A.C.R. 3323
VERNON, AZ

REQUEST TO HAVE 3323 A.C.R. MAINTAINED FOR FIRE DEPT, WASTE REMOVAL TRUCKS AND PROPANE DELIVERY, DRIVE ABILITY.

PLEASE BUILD BETTER ROAD.

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3323 LOCATED AT: Show Low Crossroads (3178)
Vernon AZ Apache County

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE	
Joe Dowd	61 ACR 3323 P.O BOX 737	Show Low	85901 2/2008	VFD LT
STEVEN J. TALECH JR	5 ACR 3310	VERNON AZ 85940	06-16-08	
CHRIS Morris-Fitch	P.O. Box 305	Vernon AZ 85940	6/23/08	
JON VAUGHT	#74 ACR N3323 P.O.BOX 620	VERNON AZ 85940	6/23/08	VFD 2T
Amanda Hall	PO Box 655 ACR 3323 #7	Vernon AZ 85940	6-23-08	VFD EMT
LORRAINE R. VAUGHT	79 ACR N3323 PO. Box 620	VERNON AZ 85940	6-23-08	
Lupe C Becerra	71 CR N3323 Vernon Az	85940	6-24-08	
Cheryl Taleck	P.O. Box 737 5 ACR 3310	VERNON AZ 85940	6-24-08	
Steve Hall	Po Box 655	Vernon AZ 85940	6-25-08	
Nancy W Zifer	PO BOX 150	VERNON AZ	6-25-08	VFD FF VFD, Capt

3.

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # 3323, LOCATED AT: Slowlow Crossroads (3148)

Vernon, AZ Apache County

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

Property Owner on 3323 Dirt Drive City of Globe

NAME	ADDRESS	CITY/STATE/ZIP	DATE
Feliciano & Edna Mejia	Box 692	Vernon Az 85932	7-5-08

Tamie Herrick

From: Tamie Herrick
Sent: Tuesday, September 02, 2008 7:58 AM
To: 'Susi Dowd'
Subject: RE: Regarding petition for 3323 to be maintained

With this road being a N road (nonmaintained) the road would have to be brought up to **county standards** before the county would consider taking it in as a county maintained road. If you would like a copy of the standards please let me know and can send you a copy or you can go to our web site and under engineering there is a site regarding road standards that you may look at. Hope this helps you out and answers your questions. Tamie Herrick, Ex. Asst. Engineering.

-----Original Message-----
From: Susi Dowd [mailto:s_dowd@frontiernet.net]
Sent: Friday, August 29, 2008 9:48 AM
To: Tamie Herrick
Subject: Re: Regarding petition for 3323 to be maintained

What will ever become of our petition? Is there anything else we need to do? Our road (3323) is desperatly begging for help from us tax payers.

----- Original Message -----
From: Tamie Herrick
To: Susi Dowd
Sent: Monday, July 07, 2008 9:06 AM
Subject: RE: Regarding petition for 3323 to be maintained

I have passed this on to Mr. Crosby. Thanks

-----Original Message-----
From: Susi Dowd [mailto:s_dowd@frontiernet.net]
Sent: Monday, July 07, 2008 8:31 AM
To: Tamie Herrick
Subject: Regarding petition for 3323 to be maintained

I have just faxed a copy of the signed petition for requesting 3323 be included in the inventory of maintained roads for Apache county. I will also mail the original, is there anyhting else we the taxpayers, land owners of Apache county need to do?

Joe Dowd
3323 ACR
Vernon, AZ
928-532-8337

We, the undersigned residents of Apache County, petition the County of Apache, to do normal maintenance and place suitable surfacing on roads ACR 3323 and ACR 3309. The residents that live in this area have to traverse these roads every day to get to work or the store. The roads are nearly impassable when it rains or snows due to the mud. We are all tax paying residents and need the county to improve these roads with some of our taxes.

Stabnau	78 ACR 3308 Vernon
Magusin	68 ACR 3307 Vernon
Sbastian	65 ACR 3307 Vernon
Harrison	36 ACR 3309 Vernon
Gonzales	Same –
NAZUR	112 ACR 3323
Mudge	8 ACR 3589
KORB	54 CR 3309
Harriman/Gray	52 348
Koppen	48 3480 Vernon
Haraldson	#2 ACR 3481 Vernon
Rolf Nelson	5 CR 3592 Vernon
B SAMARIN	# 8 ACR N. 3592 VERNON
Chandler	#6 ACR 3592 Vernon
CLARKSON	34 81 Vernon
MILLER	58 3309 Vernon
Bonnie Rosen	#71 3307 Vernon, AZ.

We, the undersigned residents of Apache County, petition the County of Apache, to do normal maintenance and place suitable surfacing on roads ACR 3323 and ACR 3309. The residents that live in this area have to traverse these roads every day to get to work or the store. The roads are nearly impassable when it rains or snows due to the mud. We are all tax paying residents and need the county to improve these roads with some of our taxes.

Clanton 72 ACR 3307 Vernon, Az 85940
MARTINSON 3 ACR 3592 Vernon AZ 85940
DECTER 20 ACR 3591 VERNAL AZ 85940
Lee 46 R., 3309 Vernon, AZ 85940
Feijes 80 ACR 3308 Vernon AZ 85940
ALEY 82 ACR 3308 VERNON AZ 85940
Morgan 94 ACR 3308 Vernon AZ 85940
Vaught, Lorraine 9 ACR 3323 Vernon AZ 85940
Vaught Jay 79 ACR 3323 Vernon AZ 85940
Lupe Becerra 71 ACR N 3323 Vernon Az. 85940
Heidi Brown 67 N CR ACR 3323 Vernon AZ 85940
Ryan Brown 67 N CR ACR 3323 Vernon AZ 85940
Pete Bildstein 7 ACR 3590 Vernon AZ 85940
Alan Cain 7 ACR 3590 Vernon AZ 85940
Stephen Fowers #6 ACR N 3590 Vernon, AZ 85940
Blain Curtis 120 acr 3323 Vernon, Az. 85940
Gary Bidwell #37 3307 Vernon AZ 85940
Gail Bidwell 77 3323 Vernon AZ 85940

CR 3323

ORDER OF MAGNITUDE COST ESTIMATE

August 15, 2019

Roadway Buildup & Drainage Improvements: County Statndards

item #	item	quantity	unit	unit cost	amount
1	Roadway Survey	1	LS	$ -	$ -
2	Construction Staking	1	LS	$ 2,500	$ 2,500
3	Pit Run Cinder Material	2,345	ton	$ 2.50	$ 5,863
3	Limestone Cap Material	2,345	ton	$ 5.00	$ 11,725
4	Placement: Limestone Material	4,690	ton	$ 6.00	$ 28,140.00
6	Transportation: Limestone	4,690	mile	$ 4.50	$ 21,105
7	Culverts; (2) 24-inch Dia.		LF	$70.00	$ -
5	Magniziumn Cloride	-	ton	$ 125.00	$ -
				Subtotal =	$ 69,333
				5% Contingency =	$ 3,467
				TOTAL =	**$ 72,799**

Material placement and blading along CR3233 approximately 5,280-linear feet (approx 1.0 miles) between County Road 348 and Interstate 40. Raise roadway elevation by placement of approximately 1,200 tons of limestone material approximately 24-feet wide and 4-inches deep with 2-foot sloped shoulders on the west side of roadway and V-Ditch located to the east of the roadway. Limestone material will be hauled from the County Limestone pit located on C-6040 in St. Johns approx. 70 miles from the project site. Transportation cost estimate is a loaded mile one-way from the pit. Estimate does not include water source fees or application costs.

OPTIONAL: On-site survey staking as needed for property and roadway boundry identification for limestone placement along the horizontal and verticle plane as well as spot locations for under-roadway

Volume Grand Totals

Average Hourly Volumes

	Channel 1	Channel 2	Combined
12:00 AM	0.0	0.1	0.1
1:00 AM	0.0	0.1	0.1
2:00 AM	0.6	0.0	0.6
3:00 AM	0.1	0.0	0.1
4:00 AM	1.0	0.1	1.1
5:00 AM	2.3	0.1	2.4
6:00 AM	5.7	0.1	5.9
7:00 AM	6.3	0.4	6.7
8:00 AM	5.4	0.6	6.0
9:00 AM	3.5	0.8	4.3
10:00 AM	3.3	0.8	4.2
11:00 AM	4.3	3.1	7.4
12:00 PM	3.9	2.9	6.7
1:00 PM	3.7	3.7	7.4
2:00 PM	2.6	2.7	5.3
3:00 PM	3.0	4.9	7.9
4:00 PM	3.0	4.4	7.4
5:00 PM	1.9	4.1	6.0
6:00 PM	1.6	2.9	4.4
7:00 PM	0.3	2.1	2.4
8:00 PM	0.6	1.3	1.9
9:00 PM	0.0	0.9	0.9
10:00 PM	0.0	0.3	0.3
11:00 PM	0.3	0.9	1.1
Average Daily Traffic (ADT)	53.3	37.5	90.8

Volume Totals

Channel 1	Channel 2	Combined
371	267	638
58.2 %	41.8 %	

Volume Grand Totals

Average Hourly Volumes

	Channel 1	Channel 2	Combined
12:00 AM	0.1	0.1	0.3
1:00 AM	0.1	0.0	0.1
2:00 AM	0.3	0.0	0.3
3:00 AM	0.1	0.0	0.1
4:00 AM	0.0	0.3	0.3
5:00 AM	0.0	1.0	1.0
6:00 AM	1.6	3.3	4.9
7:00 AM	1.6	5.3	6.9
8:00 AM	1.0	4.8	5.8
9:00 AM	3.4	3.1	6.6
10:00 AM	4.0	3.6	7.6
11:00 AM	4.0	2.4	6.4
12:00 PM	5.3	5.3	10.6
1:00 PM	4.6	3.4	8.0
2:00 PM	3.7	2.0	5.7
3:00 PM	6.3	3.0	9.3
4:00 PM	5.7	0.9	6.6
5:00 PM	7.9	1.4	9.3
6:00 PM	5.7	1.4	7.1
7:00 PM	3.3	0.7	4.0
8:00 PM	2.6	0.9	3.4
9:00 PM	0.6	0.0	0.6
10:00 PM	0.1	0.1	0.3
11:00 PM	0.1	0.0	0.1
Average Daily Traffic (ADT)	62.1	43.1	105.3

Volume Totals

Channel 1	Channel 2	Combined
435	298	733
59.3 %	40.7 %	

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

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

TRAVIS SIMSHAUSER
VICE CHAIRMAN 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

Resolution #2019-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, ADOPTING ONE COUNTY ROAD INTO THE APACHE COUNTY ROAD MAINTENANCE SYSTEM; COUNTY ROAD N3131

WHEREAS, in accordance with the provisions of A.R.S. § 28-6705, the Apache County Board of Supervisors may spend public monies for maintenance of public roads other than highways, and

WHEREAS, the Board of Supervisors acknowledges this road, was laid out, opened and constructed without cost to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County that County Road N3131 be adopted into the Apache County Road Maintenance System and be maintained as public roadway. From station 0+00 at the intersection of CR 3137 and N 3131 continuing East along N3131 a distance of 4820.00 feet to station 48+20 as shown on plan set. To be known hence forth as County Road 3131.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on October 1, 2019.

APACHE COUNTY BOARD OF SUPERVISORS

By:_____

Dr. Joe Shirley Jr.

Chairman of the Board

ATTEST:

_____

Ryan Patterson, Clerk of the Board

APACHE COUNTY ROADWAY N3131

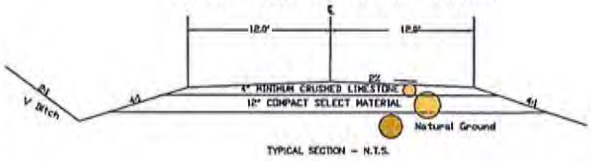
TN.10N., RG.25E. SEC. 7

GILA & SALTRIVER BASE MERIDIAN

APACHE COUNTY ARIZONA

LOCATION MAP

TYPICAL ROADWAY CROSS-SECTION



TYPICAL SECTION - N.T.S.

APACHE COUNTY ENGINEERING
P.O. BOX 238
ST. JOHNS, AZ 85936
(928) 337-7528
FAX: 337-2062

COVER SHEET

APACHE COUNTY ROADWAY N3131
TN.10N., RG.25E., SEC. 7
GILA & SALTRIVER BASE MERIDIAN
APACHE COUNTY, ARIZONA

SHEET NO.
1 OF 2

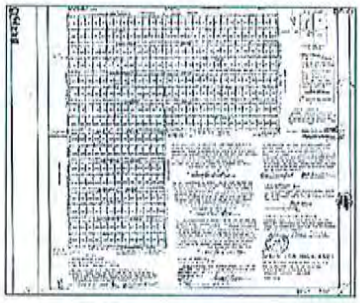
LOCATION MAP

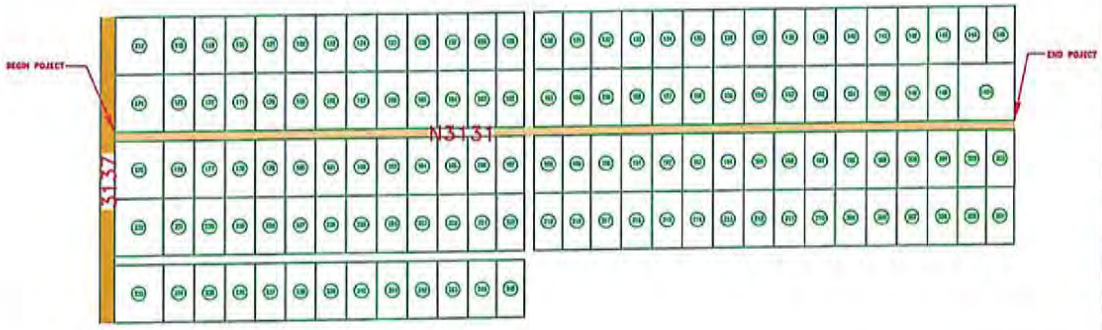
APACHE COUNTY ROADWAY N3131

TN.10N., RG.25E. SEC. 7

GILA & SALTRIVER BASE MERIDIAN

APACHE COUNTY ARIZONA





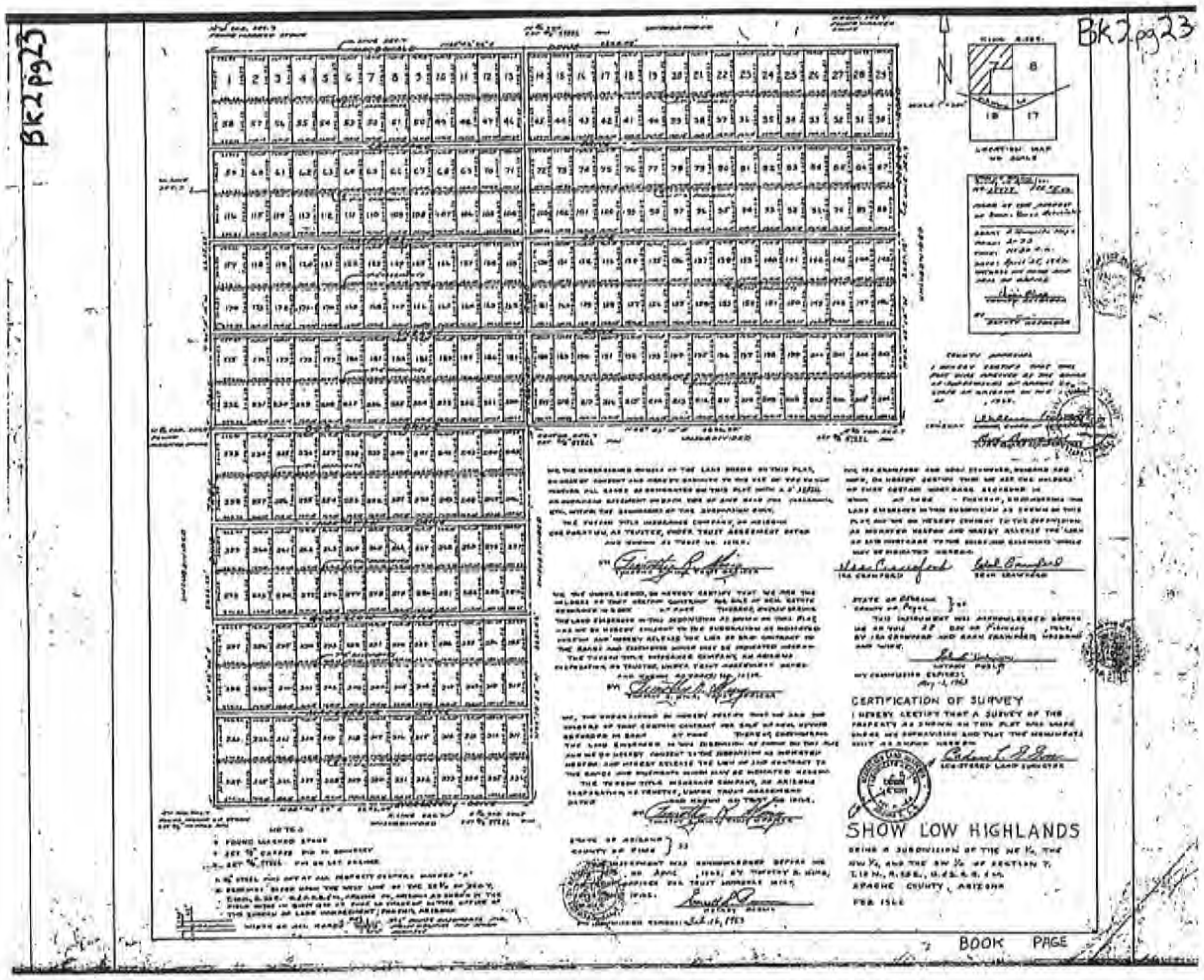
APACHE COUNTY ENGINEERING
P.O. BOX 238
ST. JOHNS, AZ 85936
(928) 337-7528
FAX: 337-2062

COVER SHEET

APACHE COUNTY ROADWAY N3131
TN.10N., RG.25E., SEC. 7
GILA & SALTRIVER BASE MERIDIAN
APACHE COUNTY, ARIZONA

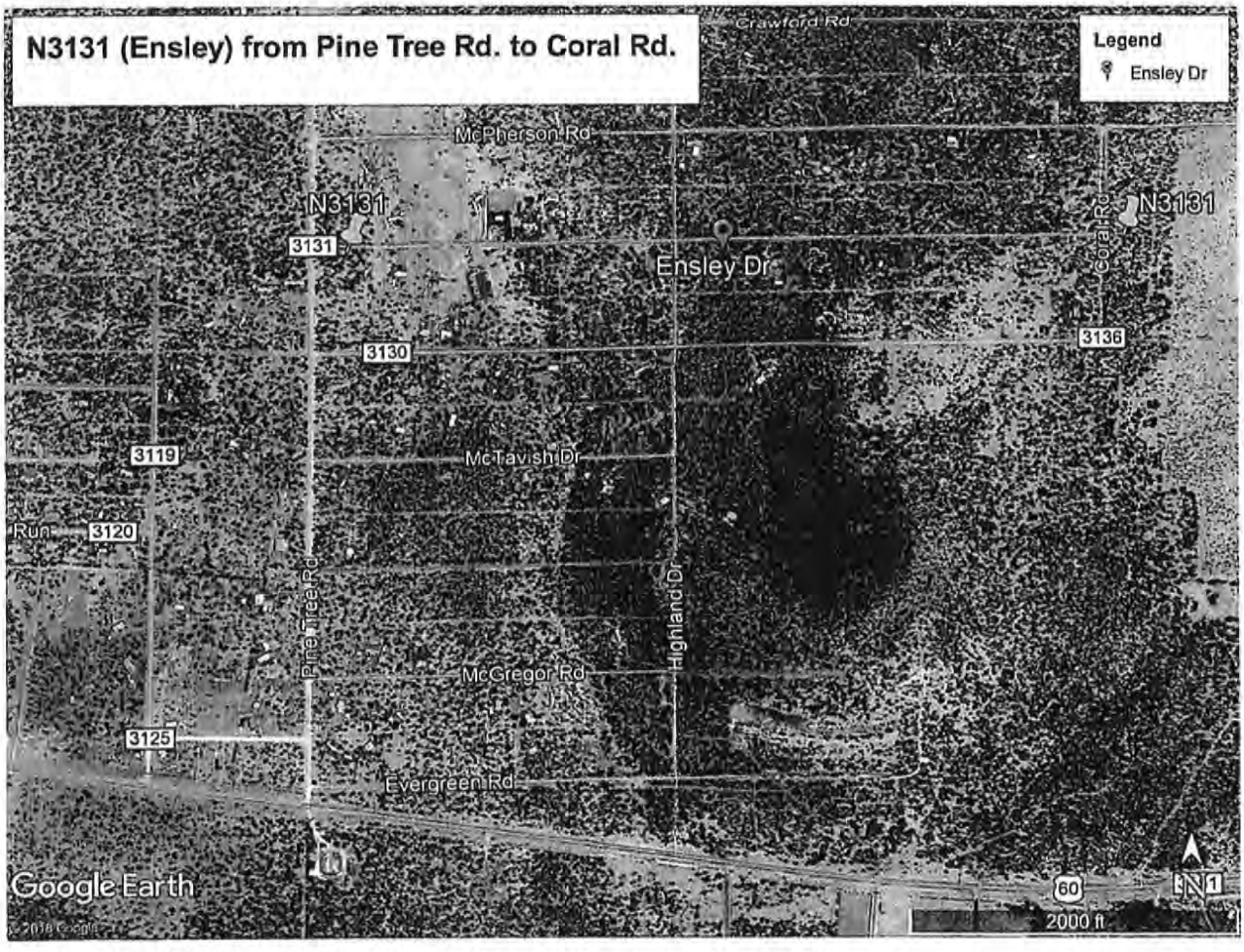
SHEET NO.
2 OF 2

Bk2 pg23



Bk2 pg23

BOOK PAGE


N3131 (Ensley) from Pine Tree Rd. to Coral Rd.
Legend
Ensley Dr
Crawford Rd
McPherson Rd
N3131
3131
Ensley Dr
Coral Rd
N3131
3136
3130
3119
McTavish Dr
Run
3120
Pine Tree Rd
Highland Dr
McGregor Rd
3125
Evergreen Rd
Google Earth
60
N
2000 ft

PETITION REQUESTING THAT APACHE COUNTY TAKE RESPONSIBILITY FOR AND INCLUDE

IN ITS INVENTORY A ROAD WHICH IS NOT CURRENTLY A COUNTY MAINTAINED ROAD

The undersigned hereby request that Apache County take the following described road into its inventory and accept responsibility for the maintenance of said road:

ROAD # N3131 ,LOCATED AT: Show Low Highlands, N3131 @ intersection of Pine Tree Rd. to N3131 and Coral Rd.

PLEASE DRAW A MAP OF THE LOCATION OF THE ROAD ON THE BACK OF THIS PETITION

NAME	ADDRESS	CITY/STATE/ZIP	DATE
Brian J Johnson	52 N3131	VERNON, AZ 85940	6-30-2019
Ashley E Johnson	52 N 3131	Vernon AZ 85940	6-30-2019
Hal Bunt	38 ACR 3131	VERNON, AZ	6-30-19
[illegible]	38 ACR 3131	VERNON AZ.	6-30-19
Jack Huff	44 ACR 3131	VERNON, AZ	6-30-19
Melissa Huff	44 ACR 3131	vernon AZ	6-30-19
Monty McMath	55 ACR 3131	VERNON AZ	6-30-19
Lyn McMahill	55 ACR N3131	Vernon, AZ	6-30-19
Kathy Golden	313 N21	Vernon AZ	6-30-19
Richard Hochstetler	313 N21	Vernon AZ	6-30-19
Carl Walker	32 3131	vernon AZ	7-1-19
Patrick Maher	13 cr 3131	Vernon, AZ	7-1-19

CR 3131

ORDER OF MAGNITUDE COST ESTIMATE

August 20, 2019

Roadway Buildup & Drainage Improvements: County Statndards

Item #	item	quantity	unit	unit cost	amount
1	Roadway Survey	1	LS	$ -	$ -
2	Construction Staking	-	LS	$ 2,500	$ -
3	Limestone Material from pit	2,160	ton	$ 2.50	$ 5,400
4	Placement: Limestone Material	2,160	ton	$ 4.50	$ 9,720.00
5	Magniziumn Cloride	-	ton	$ 125.00	$ -
6	Transportation: Limestone	8,640	mile	$ 4.00	$ 34,560
7	Culverts; (2) 24-inch Dia.		LF	$70.00	$ -
				Subtotal =	$ 49,680
				5% Contingency =	$ 2,484
				TOTAL =	**$ 52,164**

Material placement and blading along N3131 approximately 4,857-linear feet (approx 0.92 miles) between County Road N3137 and N3136. Raise roadway elevation by placement of approximately 2,160 tons of limestone material approximately 24-feet wide and 4-inches deep along the roadway. Limestone material will be hauled from the County Limestone pit located on C-6040 in St. Johns approx. 80 miles from the project site. Transportation cost estimate is a loaded mile one-way from the pit. Estimate does not include water source fees or application costs.

OPTIONAL: On-site survey staking as needed for property and roadway boundry identification for limestone placement along the horizontal and verticle plane as well as spot locations for under-roadway culvert flow line elevations.

Volume Grand Totals

Average Hourly Volumes

	Channel 1	Channel 2	Combined
12:00 AM	0.1	0.1	0.3
1:00 AM	0.0	0.3	0.3
2:00 AM	0.0	0.1	0.1
3:00 AM	0.0	0.9	0.9
4:00 AM	0.4	0.1	0.6
5:00 AM	0.1	0.3	0.4
6:00 AM	0.0	2.1	2.1
7:00 AM	0.3	2.7	3.0
8:00 AM	0.9	1.0	1.9
9:00 AM	1.3	1.0	2.3
10:00 AM	0.6	1.7	2.3
11:00 AM	0.9	1.7	2.6
12:00 PM	1.1	0.9	2.0
1:00 PM	2.6	2.1	4.7
2:00 PM	2.0	0.7	2.7
3:00 PM	1.9	1.4	3.3
4:00 PM	2.1	0.6	2.7
5:00 PM	3.3	0.4	3.7
6:00 PM	2.1	0.1	2.3
7:00 PM	1.0	0.3	1.3
8:00 PM	2.0	0.0	2.0
9:00 PM	0.6	0.3	0.9
10:00 PM	0.4	0.0	0.4
11:00 PM	0.1	0.0	0.1
Average Daily Traffic (ADT)	23.9	19.0	42.9

Volume Totals

Channel 1	Channel 2	Combined
166	132	298
55.7 %	44.3 %	

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 9/23/19

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

Sit as the Board of Equalization to accept the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on September 18, 2019.

Acceptance of hearing determination of Petition for Review of Real Property valuation for George Richardson, parcel 106-27-068.

Acceptance of hearing determination of Petition for Review of Real Property valuation for Ross & Dana Overson, parcel 203-36-148D.

Acceptance of hearing determination of Petition for Review of Real Property valuation for Richard Crosby, parcel 104-29-001E.

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

BOS Meeting Date Requested 10/1/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Other Review:

Signature

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

Approved by the BOS Oct. 20, 2015

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF EQUALIZATION HEARING
September 18, 2019
St. Johns, Arizona

Hearing Officer Charles Johnson conducted the hearings.

Hearing Officer Johnson provided an overview of the proceedings and protocol. All hearings were held in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona. Petitioners and Assessor's Office staff were all administered the oath. Hearings began at 10:00 a.m.

Petition for Review of Real Property Valuation for George Richardson, parcel 106-27-068. Mr. Richardson was present, and the Assessor's Office was represented by Anastasia Smith and recommended decrease in value from $4,900 to $3,675. Mr. Richardson valued his property at $1,875. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined the Full Cash Value for the subject property for 2020 be set at $2,000.

Petition for Review of Real Property Valuation for Ross & Dana Overson, parcel 203-36-148D Dana Overson was present, and the Assessor's Office was represented by Ruben Aranda and recommended decrease in value from $49,313 to $22,768. Mrs. Overson valued her property at $20,000. Mrs. Overson accepted the decreased value set by the Assessor's Office. Based on a stipulated agreement between the Assessor's Office and the Petitioner, Hearing Officer Johnson set the Full Cash Value for the subject property for 2020 at $22,768.

Petition for Review of Real Property Valuation for Richard Crosby, parcel 104-29-1001E. Mr. Crosby was present, and the Assessor's Office was represented by Anastasia Smith and recommended decrease in value from $94,150 to $18,830. Mr. Crosby valued his property at $4,842. Mr. Crosby stated the Assessor's Office has made a huge adjustment and the new value by the Assessor is more accurate and is good with the new value. Based on a stipulated agreement between the Assessor's Office and the Petitioner, Hearing Officer Johnson set the Full Cash Value for the subject property for 2020 at 18,830.

Petition for Review of Real Property Valuation for Steve Erhart, parcel 104-62-003. Mr. Erhart was present, and the Assessor's Office was represented by Anastasia Smith and recommended no change with the value set at $21,730. Mr. Erhart valued his property at $11,070. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined the Full Cash Value for the subject property for 2020 be set at $16,500.

Petition for Review of Real Property Valuation for Steve Erhart, Arizona Premium Properties, parcel 105-22-017E. Mr. Erhart was present, and the Assessor's Office was represented by Anastasia Smith and recommended decrease in value from $51,600 to $41,280. Mr. Erhart valued his property at $21,000. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined the Full Cash Value for

the subject property for 2020 be set at $41,280.

Petition for Review of Real Property Valuation for Steve Erhart, Springerville Highway LLC, parcel 104-03-005. Mr. Erhart was present, and the Assessor's Office was represented by Anastasia Smith and recommended a decrease in value from $67,500 to $54,000. Mr. Erhart valued his property at $30,000. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined the Full Cash Value for the subject property for 2020 be set at $48,000.

Petition for Review of Real Property Valuation for Steve Erhart, Arizona Premium Properties, LLC, parcel 104-22-017A. Mr. Erhart was present, and the Assessor's Office was represented by Anastasia Smith and recommended a decrease in value from $67,500 to $54,700. Mr. Erhart valued his property at $30,000. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined the Full Cash Value for the subject property for 2020 be set at $48,700.

Petition for Review of Real Property Valuation for Steve Erhart, parcel 104-60-037. Mr. Erhart was present, and the Assessor's Office was represented by Anastasia Smith and recommended a no change in value at $208,502. Mr. Erhart valued his property at $198,102. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined a no change in value and the Full Cash Value for the subject property for 2020 remain at $208,502.

Petition for Review of Real Property Valuation for Steve Erhart, parcel 104-60-038. Mr. Erhart was present, and the Assessor's Office was represented by Anastasia Smith and recommended a no change in value of $190,701. Mr. Erhart valued his property at $176,401. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined a no change be entered and the Full Cash Value for the subject property for 2020 remain at $190,701.

Petition for Review of Real Property Valuation for Steve Erhart, parcel 104-60-039. Mr. Erhart was present, and the Assessor's Office was represented by Anastasia Smith and recommended a no change in value of $47,717. Mr. Erhart valued his property at $36,127. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined a no change be entered and the Full Cash Value for the subject property for 2020 be set at $38,500.

Petition for Review of Real Property Valuation for Steve Erhart parcel 104-60-040. Mr. Erhart was present and the Assessor's Office was represented by Anastasia Smith and recommended no change in the valuation of $28,090. Mr. Erhart valued his property at $16,500. Based on the information and evidence provided by the Assessor's Office and Petitioner, Hearing Officer Johnson determined the Full Cash Value for the subject property for 2020 be set at $18,000.

The hearings adjourned at 11:30 a.m.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Department

Date/Signature: 9/23/19

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 September 4, 2019 and October 1, 2019. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 10/1/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Approved by the BOS Oct. 20, 2015

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1079769	09/04/2019	Accounts Payable	4 RIVERS EQUIPMENT LLC	618.6
Open	NBAZ - Warrant Clearing Account	Check	1079770	09/04/2019	Accounts Payable	4IMPRINT	314.6
Open	NBAZ - Warrant Clearing Account	Check	1080139	09/18/2019	Accounts Payable	A-1 GLASS AND MIRROR INC	995.6
Open	NBAZ - Warrant Clearing Account	Check	1079915	09/11/2019	Accounts Payable	ACE UNIFORMS OF PHOENIX	91.4
Open	NBAZ - Warrant Clearing Account	Check	1079821	09/04/2019	Accounts Payable	ADA C GUINN	1,917.4
Open	NBAZ - Warrant Clearing Account	Check	1080140	09/18/2019	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.0
Open	NBAZ - Warrant Clearing Account	Check	1079916	09/11/2019	Accounts Payable	ADOBE INC	3,141.6
Open	NBAZ - Warrant Clearing Account	Check	1079881	09/04/2019	Accounts Payable	ALENA THOMPSON	400.0
Open	NBAZ - Warrant Clearing Account	Check	1079918	09/11/2019	Accounts Payable	ALERTUS TECHNOLOGIES LLC	971.0
Open	NBAZ - Warrant Clearing Account	Check	1080305	09/18/2019	Accounts Payable	ALICE JO WEBB	643.6
Open	NBAZ - Warrant Clearing Account	Check	1079919	09/11/2019	Accounts Payable	ALL AROUND CLEAN UP	2,000.0
Open	NBAZ - Warrant Clearing Account	Check	1079771	09/04/2019	Accounts Payable	ALLEGRA	387.8
Open	NBAZ - Warrant Clearing Account	Check	1079920	09/11/2019	Accounts Payable	ALLEGRA	942.1
Open	NBAZ - Warrant Clearing Account	Check	1080141	09/18/2019	Accounts Payable	ALLEGRA	967.6
Open	NBAZ - Warrant Clearing Account	Check	1080142	09/18/2019	Accounts Payable	ALPINE WATER AND SANITARY	104.6
Open	NBAZ - Warrant Clearing Account	Check	1079921	09/11/2019	Accounts Payable	ALSCO INC	329.7
Open	NBAZ - Warrant Clearing Account	Check	1080143	09/18/2019	Accounts Payable	ALSCO INC	536.5
Open	NBAZ - Warrant Clearing Account	Check	1079914	09/05/2019	Accounts Payable	ALTON JOE SHEPHERD	534.3
Open	NBAZ - Warrant Clearing Account	Check	1080083	09/17/2019	Accounts Payable	ALTON JOE SHEPHERD	260.3
Open	NBAZ - Warrant Clearing Account	Check	1080326	09/19/2019	Accounts Payable	ALTON JOE SHEPHERD	425.7
Open	NBAZ - Warrant Clearing Account	Check	1079922	09/11/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	3,336.2
Open	NBAZ - Warrant Clearing Account	Check	1080144	09/18/2019	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	928.3
Open	NBAZ - Warrant Clearing Account	Check	1080160	09/18/2019	Accounts Payable	AMBER BACA	909.5
Open	NBAZ - Warrant Clearing Account	Check	1079746	09/03/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	673.6
Open	NBAZ - Warrant Clearing Account	Check	1080116	09/17/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	673.6
Open	NBAZ - Warrant Clearing Account	Check	1079772	09/04/2019	Accounts Payable	AMERICAN LUNG ASSOCIATION	400.0
Open	NBAZ - Warrant Clearing Account	Check	1079923	09/11/2019	Accounts Payable	AMERICAN NATIONAL RED CROSS	90.0
Open	NBAZ - Warrant Clearing Account	Check	1079773	09/04/2019	Accounts Payable	AMERICAN PLANNING ASSOCIATION, 45 ARIZONA	315.0
Open	NBAZ - Warrant Clearing Account	Check	1079924	09/11/2019	Accounts Payable	AMIGO CHEVROLET	874.8
Open	NBAZ - Warrant Clearing Account	Check	1080259	09/18/2019	Accounts Payable	ANGELA C ROMERO	100.0
Open	NBAZ - Warrant Clearing Account	Check	1079968	09/11/2019	Accounts Payable	ANNA COLETTE ERHART	458.7
Open	NBAZ - Warrant Clearing Account	Check	1079901	09/04/2019	Accounts Payable	ANTONIA WOOD	97.2
Open	NBAZ - Warrant Clearing Account	Check	1080312	09/18/2019	Accounts Payable	ANTONIA WOOD	107.2
Open	NBAZ - Warrant Clearing Account	Check	1079926	09/11/2019	Accounts Payable	APACHE COUNTY	276.6
Open	NBAZ - Warrant Clearing Account	Check	1080145	09/18/2019	Accounts Payable	APACHE COUNTY	233.0
Open	NBAZ - Warrant Clearing Account	Check	1079927	09/11/2019	Accounts Payable	APACHE COUNTY BOS - SPIN # 14-3016753	13,425.0
Open	NBAZ - Warrant Clearing Account	Check	1079774	09/04/2019	Accounts Payable	APACHE COUNTY FAIR	100.0
Open	NBAZ - Warrant Clearing Account	Check	1079775	09/04/2019	Accounts Payable	APACHE COUNTY FAIR	100.0
Open	NBAZ - Warrant Clearing Account	Check	1079747	09/03/2019	Accounts Payable	APACHE COUNTY FSA	783.3

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080117	09/17/2019	Accounts Payable	APACHE COUNTY FSA	783.3
Open	NBAZ - Warrant Clearing Account	Check	1079748	09/03/2019	Accounts Payable	APACHE COUNTY HSA	4,052.9
Open	NBAZ - Warrant Clearing Account	Check	1080118	09/17/2019	Accounts Payable	APACHE COUNTY HSA	3,972.9
Open	NBAZ - Warrant Clearing Account	Check	1079749	09/03/2019	Accounts Payable	APACHE COUNTY MEDICAL	178,225.4
Open	NBAZ - Warrant Clearing Account	Check	1080119	09/17/2019	Accounts Payable	APACHE COUNTY MEDICAL	173,441.7
Open	NBAZ - Warrant Clearing Account	Check	1079750	09/03/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	153,136.6
Open	NBAZ - Warrant Clearing Account	Check	1079910	09/04/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	257.7
Open	NBAZ - Warrant Clearing Account	Check	1080120	09/17/2019	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	145,390.0
Open	NBAZ - Warrant Clearing Account	Check	1080147	09/18/2019	Accounts Payable	ARBO SCIENTIFIC	19,830.0
Open	NBAZ - Warrant Clearing Account	Check	1079930	09/11/2019	Accounts Payable	ARIZONA BUILDING OFFICIALS	500.0
Open	NBAZ - Warrant Clearing Account	Check	1079931	09/11/2019	Accounts Payable	ARIZONA BUSINESS AND EDUCATION COALITION	350.0
Open	NBAZ - Warrant Clearing Account	Check	1080148	09/18/2019	Accounts Payable	ARIZONA CDJR SHOW LOW	1,483.8
Open	NBAZ - Warrant Clearing Account	Check	1080149	09/18/2019	Accounts Payable	ARIZONA MOTORS SNOWFLAKE	3,249.3
Open	NBAZ - Warrant Clearing Account	Check	1079776	09/04/2019	Accounts Payable	ASHTONS REPAIR INC	15.0
Open	NBAZ - Warrant Clearing Account	Check	1079933	09/11/2019	Accounts Payable	ASHTONS REPAIR INC	1,431.9
Open	NBAZ - Warrant Clearing Account	Check	1079934	09/11/2019	Accounts Payable	ASPEN TIRE & OIL	32.1
Open	NBAZ - Warrant Clearing Account	Check	1079751	09/03/2019	Accounts Payable	ASRS LEGACY EORP	5,889.1
Open	NBAZ - Warrant Clearing Account	Check	1080121	09/17/2019	Accounts Payable	ASRS LEGACY EORP	5,889.1
Open	NBAZ - Warrant Clearing Account	Check	1079935	09/11/2019	Accounts Payable	ASSOCIATION FOR FIRE ECOLOGY	100.0
Open	NBAZ - Warrant Clearing Account	Check	1080150	09/18/2019	Accounts Payable	AT&T	0.5
Open	NBAZ - Warrant Clearing Account	Check	1080151	09/18/2019	Accounts Payable	AT&T MOBILITY	121.1
Open	NBAZ - Warrant Clearing Account	Check	1079777	09/04/2019	Accounts Payable	AUTO SAFETY HOUSE LLC	385.5
Open	NBAZ - Warrant Clearing Account	Check	1079936	09/11/2019	Accounts Payable	AXON ENTERPRISE INC/TASER INTERNATIONAL INC	7,402.8
Open	NBAZ - Warrant Clearing Account	Check	1080152	09/18/2019	Accounts Payable	AZ ASSN OF COUNTIES	249.0
Open	NBAZ - Warrant Clearing Account	Check	1080153	09/18/2019	Accounts Payable	AZ ASSN OF COUNTIES	249.0
Open	NBAZ - Warrant Clearing Account	Check	1080154	09/18/2019	Accounts Payable	AZ COUNTIES INSURANCE POOL	10,140.0
Open	NBAZ - Warrant Clearing Account	Check	1080155	09/18/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	130.0
Open	NBAZ - Warrant Clearing Account	Check	1080156	09/18/2019	Accounts Payable	AZ DEPT OF CORRECTIONS	243.8
Open	NBAZ - Warrant Clearing Account	Check	1080157	09/18/2019	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,865.0
Open	NBAZ - Warrant Clearing Account	Check	1080320	09/19/2019	Accounts Payable	AZ DEPT OF REVENUE	4,042.3
Open	NBAZ - Warrant Clearing Account	Check	1079938	09/11/2019	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,070.4
Open	NBAZ - Warrant Clearing Account	Check	1079778	09/04/2019	Accounts Payable	AZ LABOR LAW POSTER SERVICE	79.5
Open	NBAZ - Warrant Clearing Account	Check	1079779	09/04/2019	Accounts Payable	AZ REPUBLIC	640.0
Open	NBAZ - Warrant Clearing Account	Check	1079752	09/03/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	111,110.0
Open	NBAZ - Warrant Clearing Account	Check	1080122	09/17/2019	Accounts Payable	AZ STATE RETIREMENT SYSTEM	112,147.1
Open	NBAZ - Warrant Clearing Account	Check	1079780	09/04/2019	Accounts Payable	AZ SUPREME COURT	20,250.0
Open	NBAZ - Warrant Clearing Account	Check	1079939	09/11/2019	Accounts Payable	AZ SUPREME COURT	2,550.0
Open	NBAZ - Warrant Clearing Account	Check	1080158	09/18/2019	Accounts Payable	AZ SUPREME COURT	1,517.5
Open	NBAZ - Warrant Clearing Account	Check	1079781	09/04/2019	Accounts Payable	AZLGEBT	354,343.9

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080159	09/18/2019	Accounts Payable	AZLGEBT	357,677.4
Open	NBAZ - Warrant Clearing Account	Check	1080161	09/18/2019	Accounts Payable	BARCO PRODUCTS CO	1,300.6
Open	NBAZ - Warrant Clearing Account	Check	1079782	09/04/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	325.0
Open	NBAZ - Warrant Clearing Account	Check	1080162	09/18/2019	Accounts Payable	BASHAS' CORPORATE OFFICE	95.7
Open	NBAZ - Warrant Clearing Account	Check	1079783	09/04/2019	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	137.1
Open	NBAZ - Warrant Clearing Account	Check	1079784	09/04/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	1,300.8
Open	NBAZ - Warrant Clearing Account	Check	1079940	09/11/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	351.9
Open	NBAZ - Warrant Clearing Account	Check	1080163	09/18/2019	Accounts Payable	BAUMAN HOME AND AUTO INC	644.9
Open	NBAZ - Warrant Clearing Account	Check	1079941	09/11/2019	Accounts Payable	BEACON FIRE AND SECURITY LLC	360.0
Open	NBAZ - Warrant Clearing Account	Check	1079962	09/11/2019	Accounts Payable	BEN DUGDALE	33.9
Open	NBAZ - Warrant Clearing Account	Check	1079786	09/04/2019	Accounts Payable	BIG MIKES RENTAL SALES AND SERVICE	476.5
Open	NBAZ - Warrant Clearing Account	Check	1080165	09/18/2019	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	889.6
Open	NBAZ - Warrant Clearing Account	Check	1079943	09/11/2019	Accounts Payable	BINGHAM EQUIPMENT COMPANY	172.9
Open	NBAZ - Warrant Clearing Account	Check	1079911	09/05/2019	Accounts Payable	BLACK CREEK 4-H CLUB	1,000.0
Open	NBAZ - Warrant Clearing Account	Check	1079787	09/04/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	26.5
Open	NBAZ - Warrant Clearing Account	Check	1079944	09/11/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,522.8
Open	NBAZ - Warrant Clearing Account	Check	1080167	09/18/2019	Accounts Payable	BLUE HILLS ENVIRONMENTAL	329.3
Open	NBAZ - Warrant Clearing Account	Check	1080217	09/18/2019	Accounts Payable	BO HOUNSHELL	90.0
Open	NBAZ - Warrant Clearing Account	Check	1079945	09/11/2019	Accounts Payable	BOB BARKER COMPANY INC	780.5
Open	NBAZ - Warrant Clearing Account	Check	1080168	09/18/2019	Accounts Payable	BOB BARKER COMPANY INC	265.7
Open	NBAZ - Warrant Clearing Account	Check	1079946	09/11/2019	Accounts Payable	BOOT BARN	178.7
Open	NBAZ - Warrant Clearing Account	Check	1080169	09/18/2019	Accounts Payable	BOOT BARN	794.9
Open	NBAZ - Warrant Clearing Account	Check	1079801	09/04/2019	Accounts Payable	BRANNON EAGAR	88.0
Open	NBAZ - Warrant Clearing Account	Check	1079963	09/11/2019	Accounts Payable	BRANNON EAGAR	21.4
Open	NBAZ - Warrant Clearing Account	Check	1080266	09/18/2019	Accounts Payable	BRENDA GALE SAVOY	21.5
Open	NBAZ - Warrant Clearing Account	Check	1080171	09/18/2019	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.0
Open	NBAZ - Warrant Clearing Account	Check	1080172	09/18/2019	Accounts Payable	BRODART CO	258.9
Open	NBAZ - Warrant Clearing Account	Check	1080078	09/12/2019	Accounts Payable	BRUCKNER TRUCK SALES INC	34,056.0
Open	NBAZ - Warrant Clearing Account	Check	1079948	09/11/2019	Accounts Payable	BURNHAM MORTUARY	600.0
Open	NBAZ - Warrant Clearing Account	Check	1079788	09/04/2019	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	43.7
Open	NBAZ - Warrant Clearing Account	Check	1079912	09/05/2019	Accounts Payable	CANDICE D DAVIS	273.4
Open	NBAZ - Warrant Clearing Account	Check	1080185	09/18/2019	Accounts Payable	CANDICE D DAVIS	55.6
Open	NBAZ - Warrant Clearing Account	Check	1079789	09/04/2019	Accounts Payable	CELLULAR ONE NE AZ	116.8
Open	NBAZ - Warrant Clearing Account	Check	1079951	09/11/2019	Accounts Payable	CELLULAR ONE NE AZ	723.7
Open	NBAZ - Warrant Clearing Account	Check	1080174	09/18/2019	Accounts Payable	CELLULAR ONE NE AZ	90.4
Open	NBAZ - Warrant Clearing Account	Check	1079952	09/11/2019	Accounts Payable	CENGAGE LEARNING INC	30.3
Open	NBAZ - Warrant Clearing Account	Check	1080175	09/18/2019	Accounts Payable	CENGAGE LEARNING INC	25.3
Open	NBAZ - Warrant Clearing Account	Check	1079953	09/11/2019	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	335.0
Open	NBAZ - Warrant Clearing Account	Check	1080176	09/18/2019	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	460.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080177	09/18/2019	Accounts Payable	CENTER POINT LARGE PRINT	44.3
Open	NBAZ - Warrant Clearing Account	Check	1079851	09/04/2019	Accounts Payable	CEPHAS ALLAN PERKINS	439.6
Open	NBAZ - Warrant Clearing Account	Check	1079925	09/11/2019	Accounts Payable	CHARLI A ANDERSON	355.5
Open	NBAZ - Warrant Clearing Account	Check	1079832	09/04/2019	Accounts Payable	CHYRELLE F LEE	63.8
Open	NBAZ - Warrant Clearing Account	Check	1079999	09/11/2019	Accounts Payable	CHYRELLE F LEE	63.8
Open	NBAZ - Warrant Clearing Account	Check	1079753	09/03/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.0
Open	NBAZ - Warrant Clearing Account	Check	1080123	09/17/2019	Accounts Payable	CINCINNATI LIFE INS CO	28.0
Open	NBAZ - Warrant Clearing Account	Check	1079954	09/11/2019	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	316.3
Open	NBAZ - Warrant Clearing Account	Check	1079790	09/04/2019	Accounts Payable	COCONINO COUNTY	1,500.0
Open	NBAZ - Warrant Clearing Account	Check	1079754	09/03/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,339.8
Open	NBAZ - Warrant Clearing Account	Check	1080124	09/17/2019	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,258.0
Open	NBAZ - Warrant Clearing Account	Check	1079791	09/04/2019	Accounts Payable	CONCHO SUPPLY LLC	116.0
Open	NBAZ - Warrant Clearing Account	Check	1079792	09/04/2019	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	3,609.2
Open	NBAZ - Warrant Clearing Account	Check	1079955	09/11/2019	Accounts Payable	CONTINUANT INC	1,015.2
Open	NBAZ - Warrant Clearing Account	Check	1080180	09/18/2019	Accounts Payable	COPPER STATE BOLT & NUT CO	157.0
Open	NBAZ - Warrant Clearing Account	Check	1079956	09/11/2019	Accounts Payable	COREMR LC	370.0
Open	NBAZ - Warrant Clearing Account	Check	1079755	09/03/2019	Accounts Payable	CORP DISABILITY	89.6
Open	NBAZ - Warrant Clearing Account	Check	1080125	09/17/2019	Accounts Payable	CORP DISABILITY	98.1
Open	NBAZ - Warrant Clearing Account	Check	1079957	09/11/2019	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	72.0
Open	NBAZ - Warrant Clearing Account	Check	1079756	09/03/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	9,949.8
Open	NBAZ - Warrant Clearing Account	Check	1080126	09/17/2019	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,067.3
Open	NBAZ - Warrant Clearing Account	Check	1079757	09/03/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,861.0
Open	NBAZ - Warrant Clearing Account	Check	1080127	09/17/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,288.8
Open	NBAZ - Warrant Clearing Account	Check	1080181	09/18/2019	Accounts Payable	COUNTRY MOUNTAIN AIRWAVES LLC	950.1
Open	NBAZ - Warrant Clearing Account	Check	1080182	09/18/2019	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	230.0
Open	NBAZ - Warrant Clearing Account	Check	1079793	09/04/2019	Accounts Payable	COVERT TRACK GROUP INC	720.0
Open	NBAZ - Warrant Clearing Account	Check	1079794	09/04/2019	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	330.5
Open	NBAZ - Warrant Clearing Account	Check	1080183	09/18/2019	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	11,672.5
Open	NBAZ - Warrant Clearing Account	Check	1080184	09/18/2019	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	2,356.2
Open	NBAZ - Warrant Clearing Account	Check	1079795	09/04/2019	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	595.7
Open	NBAZ - Warrant Clearing Account	Check	1080246	09/18/2019	Accounts Payable	DANA BRYCE PATTERSON	8,500.0
Open	NBAZ - Warrant Clearing Account	Check	1080024	09/11/2019	Accounts Payable	DANNEE F ROAN	479.97
Open	NBAZ - Warrant Clearing Account	Check	1080064	09/11/2019	Accounts Payable	DARON YELLOWHORSE	80.0
Open	NBAZ - Warrant Clearing Account	Check	1080025	09/11/2019	Accounts Payable	DAVID JULIAN ROMERO	519.3
Open	NBAZ - Warrant Clearing Account	Check	1080186	09/18/2019	Accounts Payable	DAVIS TRUE VALUE HARDWARE	10.9
Open	NBAZ - Warrant Clearing Account	Check	1079799	09/04/2019	Accounts Payable	DELL COMPUTER CORPORATION	1,155.61
Open	NBAZ - Warrant Clearing Account	Check	1080187	09/18/2019	Accounts Payable	DELL COMPUTER CORPORATION	2,095.34
Open	NBAZ - Warrant Clearing Account	Check	1080330	09/23/2019	Accounts Payable	DENNIS STOVER	162.27
Open	NBAZ - Warrant Clearing Account	Check	1080317	09/18/2019	Accounts Payable	DERRICK YAZZIE	85.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080188	09/18/2019	Accounts Payable	DESERT MOUNTAIN CORPORATION	41,323.23
Open	NBAZ - Warrant Clearing Account	Check	1080081	09/16/2019	Accounts Payable	DEVIN BROWN	272.00
Open	NBAZ - Warrant Clearing Account	Check	1080189	09/18/2019	Accounts Payable	DIAMOND C FEEDS	30.08
Open	NBAZ - Warrant Clearing Account	Check	1080190	09/18/2019	Accounts Payable	DIAMOND DRUGS INC	4,940.60
Open	NBAZ - Warrant Clearing Account	Check	1079841	09/04/2019	Accounts Payable	DIANA M MORGAN	240.12
Open	NBAZ - Warrant Clearing Account	Check	1080003	09/11/2019	Accounts Payable	DIANA M MORGAN	104.40
Open	NBAZ - Warrant Clearing Account	Check	1079958	09/11/2019	Accounts Payable	DIRECTV LLC	299.78
Open	NBAZ - Warrant Clearing Account	Check	1079800	09/04/2019	Accounts Payable	DISH NETWORK	116.13
Open	NBAZ - Warrant Clearing Account	Check	1079959	09/11/2019	Accounts Payable	DISH NETWORK	73.49
Open	NBAZ - Warrant Clearing Account	Check	1079960	09/11/2019	Accounts Payable	DISH NETWORK	142.07
Open	NBAZ - Warrant Clearing Account	Check	1080191	09/18/2019	Accounts Payable	DISH NETWORK	182.76
Open	NBAZ - Warrant Clearing Account	Check	1079849	09/04/2019	Accounts Payable	DOUGLAS LANCE PEARCE	207.06
Open	NBAZ - Warrant Clearing Account	Check	1079913	09/05/2019	Accounts Payable	DOUGLAS LANCE PEARCE	225.62
Open	NBAZ - Warrant Clearing Account	Check	1080247	09/18/2019	Accounts Payable	DOUGLAS LANCE PEARCE	616.41
Open	NBAZ - Warrant Clearing Account	Check	1080192	09/18/2019	Accounts Payable	EATON SALES & SERVICE	70,674.72
Open	NBAZ - Warrant Clearing Account	Check	1080304	09/18/2019	Accounts Payable	EDISON JAMES WAUNEKA	375.94
Open	NBAZ - Warrant Clearing Account	Check	1079932	09/11/2019	Accounts Payable	EILEEN T ASHLEY	95.70
Open	NBAZ - Warrant Clearing Account	Check	1079964	09/11/2019	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	77.62
Open	NBAZ - Warrant Clearing Account	Check	1080193	09/18/2019	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	2,859.68
Open	NBAZ - Warrant Clearing Account	Check	1080194	09/18/2019	Accounts Payable	ELECTRONIC CENTER INC	1,053.14
Open	NBAZ - Warrant Clearing Account	Check	1079848	09/04/2019	Accounts Payable	ELEXUS OLLERTON	146.92
Open	NBAZ - Warrant Clearing Account	Check	1079802	09/04/2019	Accounts Payable	EMPIRE MACHINERY	6,989.15
Open	NBAZ - Warrant Clearing Account	Check	1079965	09/11/2019	Accounts Payable	EMPIRE MACHINERY	1,459.64
Open	NBAZ - Warrant Clearing Account	Check	1080195	09/18/2019	Accounts Payable	EMPIRE MACHINERY	1,197.78
Open	NBAZ - Warrant Clearing Account	Check	1079966	09/11/2019	Accounts Payable	ENTECH	290.00
Open	NBAZ - Warrant Clearing Account	Check	1079967	09/11/2019	Accounts Payable	ENTERPRISE UAS LLC	756.00
Open	NBAZ - Warrant Clearing Account	Check	1079758	09/03/2019	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1080128	09/17/2019	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1079759	09/03/2019	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	Check	1080129	09/17/2019	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	Check	1079803	09/04/2019	Accounts Payable	ERAD GROUP INC	360.00
Open	NBAZ - Warrant Clearing Account	Check	1079804	09/04/2019	Accounts Payable	ERNIES FIRE EXTINGUISHER	295.00
Open	NBAZ - Warrant Clearing Account	Check	1080196	09/18/2019	Accounts Payable	ERNIES FIRE EXTINGUISHER	2,200.00
Open	NBAZ - Warrant Clearing Account	Check	1080197	09/18/2019	Accounts Payable	EXCEL HOSE LLC	31.34
Open	NBAZ - Warrant Clearing Account	Check	1079760	09/03/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1080130	09/17/2019	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1080198	09/18/2019	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	149.49
Open	NBAZ - Warrant Clearing Account	Check	1079796	09/04/2019	Accounts Payable	FERRIN CROSBY	10.00
Open	NBAZ - Warrant Clearing Account	Check	1079805	09/04/2019	Accounts Payable	FLEET PRIDE	2,833.60

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080079	09/12/2019	Accounts Payable	FLEET PRIDE	2,572.25
Open	NBAZ - Warrant Clearing Account	Check	1080199	09/18/2019	Accounts Payable	FLEET PRIDE	797.83
Open	NBAZ - Warrant Clearing Account	Check	1079806	09/04/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	81.02
Open	NBAZ - Warrant Clearing Account	Check	1080200	09/18/2019	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	129.97
Open	NBAZ - Warrant Clearing Account	Check	1079807	09/04/2019	Accounts Payable	FRONTIER	188.10
Open	NBAZ - Warrant Clearing Account	Check	1079808	09/04/2019	Accounts Payable	FRONTIER	219.99
Open	NBAZ - Warrant Clearing Account	Check	1079809	09/04/2019	Accounts Payable	FRONTIER	192.49
Open	NBAZ - Warrant Clearing Account	Check	1079810	09/04/2019	Accounts Payable	FRONTIER	178.02
Open	NBAZ - Warrant Clearing Account	Check	1079811	09/04/2019	Accounts Payable	FRONTIER	114.49
Open	NBAZ - Warrant Clearing Account	Check	1079812	09/04/2019	Accounts Payable	FRONTIER	127.55
Open	NBAZ - Warrant Clearing Account	Check	1079813	09/04/2019	Accounts Payable	FRONTIER	172.39
Open	NBAZ - Warrant Clearing Account	Check	1079814	09/04/2019	Accounts Payable	FRONTIER	171.99
Open	NBAZ - Warrant Clearing Account	Check	1079815	09/04/2019	Accounts Payable	FRONTIER	222.52
Open	NBAZ - Warrant Clearing Account	Check	1079816	09/04/2019	Accounts Payable	FRONTIER	4,567.97
Open	NBAZ - Warrant Clearing Account	Check	1079817	09/04/2019	Accounts Payable	FRONTIER	227.94
Open	NBAZ - Warrant Clearing Account	Check	1079970	09/11/2019	Accounts Payable	FRONTIER	192.59
Open	NBAZ - Warrant Clearing Account	Check	1079971	09/11/2019	Accounts Payable	FRONTIER	452.82
Open	NBAZ - Warrant Clearing Account	Check	1079972	09/11/2019	Accounts Payable	FRONTIER	99.69
Open	NBAZ - Warrant Clearing Account	Check	1079973	09/11/2019	Accounts Payable	FRONTIER	103.75
Open	NBAZ - Warrant Clearing Account	Check	1079974	09/11/2019	Accounts Payable	FRONTIER	102.57
Open	NBAZ - Warrant Clearing Account	Check	1079975	09/11/2019	Accounts Payable	FRONTIER	165.95
Open	NBAZ - Warrant Clearing Account	Check	1079976	09/11/2019	Accounts Payable	FRONTIER	168.10
Open	NBAZ - Warrant Clearing Account	Check	1080201	09/18/2019	Accounts Payable	FRONTIER	822.33
Open	NBAZ - Warrant Clearing Account	Check	1080202	09/18/2019	Accounts Payable	FRONTIER	1,843.41
Open	NBAZ - Warrant Clearing Account	Check	1080203	09/18/2019	Accounts Payable	FRONTIER	1,290.52
Open	NBAZ - Warrant Clearing Account	Check	1080331	09/23/2019	Accounts Payable	GABRIEL FREELAND	78.96
Open	NBAZ - Warrant Clearing Account	Check	1079818	09/04/2019	Accounts Payable	GALL'S INC	421.92
Open	NBAZ - Warrant Clearing Account	Check	1079977	09/11/2019	Accounts Payable	GALL'S INC	922.19
Open	NBAZ - Warrant Clearing Account	Check	1080204	09/18/2019	Accounts Payable	GALL'S INC	692.04
Open	NBAZ - Warrant Clearing Account	Check	1079819	09/04/2019	Accounts Payable	GALLUP LUMBER & SUPPLY	288.52
Open	NBAZ - Warrant Clearing Account	Check	1079978	09/11/2019	Accounts Payable	GALLUP WATER WORKS	13.00
Open	NBAZ - Warrant Clearing Account	Check	1080205	09/18/2019	Accounts Payable	GALLUP WATER WORKS	35.75
Open	NBAZ - Warrant Clearing Account	Check	1079829	09/04/2019	Accounts Payable	GENEVA L JACKSON	218.21
Open	NBAZ - Warrant Clearing Account	Check	1079990	09/11/2019	Accounts Payable	GENEVA L JACKSON	31.99
Open	NBAZ - Warrant Clearing Account	Check	1080220	09/18/2019	Accounts Payable	GENEVA L JACKSON	335.42
Open	NBAZ - Warrant Clearing Account	Check	1079947	09/11/2019	Accounts Payable	GLORIA BOWMAN	881.69
Open	NBAZ - Warrant Clearing Account	Check	1080073	09/12/2019	Accounts Payable	GLORIA BOWMAN	250.00
Open	NBAZ - Warrant Clearing Account	Check	1080170	09/18/2019	Accounts Payable	GLORIA BOWMAN	131.61
Open	NBAZ - Warrant Clearing Account	Check	1079979	09/11/2019	Accounts Payable	GOLIGHTLY TIRE	1,590.23

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080206	09/18/2019	Accounts Payable	GOLIGHTLY TIRE	3,862.32
Open	NBAZ - Warrant Clearing Account	Check	1079820	09/04/2019	Accounts Payable	GRAINGER	364.52
Open	NBAZ - Warrant Clearing Account	Check	1080325	09/19/2019	Accounts Payable	HALEY RHAE NICOLL	1,336.47
Open	NBAZ - Warrant Clearing Account	Check	1080207	09/18/2019	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1080208	09/18/2019	Accounts Payable	HATCH CONSTRUCTION	6,920.56
Open	NBAZ - Warrant Clearing Account	Check	1079846	09/04/2019	Accounts Payable	HENRIETTA NEZ	206.22
Open	NBAZ - Warrant Clearing Account	Check	1079823	09/04/2019	Accounts Payable	HILL AZ GROCERY STORE	145.91
Open	NBAZ - Warrant Clearing Account	Check	1079824	09/04/2019	Accounts Payable	HILL AZ GROCERY STORE	2.72
Open	NBAZ - Warrant Clearing Account	Check	1079982	09/11/2019	Accounts Payable	HILL AZ GROCERY STORE	107.19
Open	NBAZ - Warrant Clearing Account	Check	1079983	09/11/2019	Accounts Payable	HILL AZ GROCERY STORE	94.69
Open	NBAZ - Warrant Clearing Account	Check	1080210	09/18/2019	Accounts Payable	HILL AZ GROCERY STORE	8.13
Open	NBAZ - Warrant Clearing Account	Check	1080211	09/18/2019	Accounts Payable	HILL AZ GROCERY STORE	44.52
Open	NBAZ - Warrant Clearing Account	Check	1079825	09/04/2019	Accounts Payable	HILLYARD/FLAGSTAFF	1,249.36
Open	NBAZ - Warrant Clearing Account	Check	1079984	09/11/2019	Accounts Payable	HILLYARD/FLAGSTAFF	1,219.44
Open	NBAZ - Warrant Clearing Account	Check	1080212	09/18/2019	Accounts Payable	HILLYARD/FLAGSTAFF	653.71
Open	NBAZ - Warrant Clearing Account	Check	1080213	09/18/2019	Accounts Payable	HINTON BURDICK PLLC	4,250.00
Open	NBAZ - Warrant Clearing Account	Check	1080214	09/18/2019	Accounts Payable	HOLLAND SALINE & LEWIS	19,978.54
Open	NBAZ - Warrant Clearing Account	Check	1079860	09/04/2019	Accounts Payable	HOLLY E RICHTER	3,594.37
Open	NBAZ - Warrant Clearing Account	Check	1079985	09/11/2019	Accounts Payable	HOME DEPOT	1,072.24
Open	NBAZ - Warrant Clearing Account	Check	1080215	09/18/2019	Accounts Payable	HOME DEPOT	1,857.80
Open	NBAZ - Warrant Clearing Account	Check	1080216	09/18/2019	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	275.00
Open	NBAZ - Warrant Clearing Account	Check	1079987	09/11/2019	Accounts Payable	I-29 TRAILER SALES	268.78
Open	NBAZ - Warrant Clearing Account	Check	1079988	09/11/2019	Accounts Payable	INGRAM LIBRARY SERVICES	6,944.27
Open	NBAZ - Warrant Clearing Account	Check	1080219	09/18/2019	Accounts Payable	INGRAM LIBRARY SERVICES	245.57
Open	NBAZ - Warrant Clearing Account	Check	1079989	09/11/2019	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	863.45
Open	NBAZ - Warrant Clearing Account	Check	1079826	09/04/2019	Accounts Payable	INTERNATIONAL ASSOCIATION OF EMERGENCY MANAGERS	1,727.00
Open	NBAZ - Warrant Clearing Account	Check	1079827	09/04/2019	Accounts Payable	INTERNATIONAL CODE COUNCIL (ICC)	382.94
Open	NBAZ - Warrant Clearing Account	Check	1079828	09/04/2019	Accounts Payable	INVENTORY TRADING COMPANY	240.00
Open	NBAZ - Warrant Clearing Account	Check	1080031	09/11/2019	Accounts Payable	IRENE SANCHEZ	527.37
Open	NBAZ - Warrant Clearing Account	Check	1079830	09/04/2019	Accounts Payable	JARR TOWING & RECOVERY LLC	600.00
Open	NBAZ - Warrant Clearing Account	Check	1080026	09/11/2019	Accounts Payable	JASON ROMERO	400.42
Open	NBAZ - Warrant Clearing Account	Check	1079880	09/04/2019	Accounts Payable	JEREL THOMAS	367.94
Open	NBAZ - Warrant Clearing Account	Check	1080289	09/18/2019	Accounts Payable	JEREL THOMAS	1,047.77
Open	NBAZ - Warrant Clearing Account	Check	1080323	09/19/2019	Accounts Payable	JEREL THOMAS	1,043.78
Open	NBAZ - Warrant Clearing Account	Check	1079899	09/04/2019	Accounts Payable	JESSICA WILHELM	54.28
Open	NBAZ - Warrant Clearing Account	Check	1079986	09/11/2019	Accounts Payable	JILL L HOOVER	418.64
Open	NBAZ - Warrant Clearing Account	Check	1080218	09/18/2019	Accounts Payable	JODIE MARIE HUMPHREY	57.37
Open	NBAZ - Warrant Clearing Account	Check	1080271	09/18/2019	Accounts Payable	JOE SHIRLEY JR	171.68
Open	NBAZ - Warrant Clearing Account	Check	1080222	09/18/2019	Accounts Payable	JONES SKELTON & HOCHULI PLC	860.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1079798	09/04/2019	Accounts Payable	JOSEPH DEDMAN JR	88.00
Open	NBAZ - Warrant Clearing Account	Check	1079992	09/11/2019	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	325.93
Open	NBAZ - Warrant Clearing Account	Check	1079993	09/11/2019	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	1,890.00
Open	NBAZ - Warrant Clearing Account	Check	1080015	09/11/2019	Accounts Payable	KERRY PENA	136.21
Open	NBAZ - Warrant Clearing Account	Check	1080329	09/23/2019	Accounts Payable	KISAANI CATERING SERVICE	457.60
Open	NBAZ - Warrant Clearing Account	Check	1079822	09/04/2019	Accounts Payable	KLINT HEAP	1,533.50
Open	NBAZ - Warrant Clearing Account	Check	1079994	09/11/2019	Accounts Payable	KONICA MINOLTA	142.57
Open	NBAZ - Warrant Clearing Account	Check	1080223	09/18/2019	Accounts Payable	KONICA MINOLTA	426.41
Open	NBAZ - Warrant Clearing Account	Check	1079995	09/11/2019	Accounts Payable	KTNN RADIO STATION	1,219.00
Open	NBAZ - Warrant Clearing Account	Check	1080224	09/18/2019	Accounts Payable	KTNN RADIO STATION	2,544.00
Open	NBAZ - Warrant Clearing Account	Check	1079996	09/11/2019	Accounts Payable	LANGUAGE LINE SERVICES INC	40.10
Open	NBAZ - Warrant Clearing Account	Check	1080225	09/18/2019	Accounts Payable	LANGUAGE LINE SERVICES INC	1.55
Open	NBAZ - Warrant Clearing Account	Check	1079997	09/11/2019	Accounts Payable	LARSON WASTE INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1080034	09/11/2019	Accounts Payable	LAURENCE SCHIFF	1,400.00
Open	NBAZ - Warrant Clearing Account	Check	1079998	09/11/2019	Accounts Payable	LAWSON PRODUCTS INC	1,935.76
Open	NBAZ - Warrant Clearing Account	Check	1080227	09/18/2019	Accounts Payable	LAWSON PRODUCTS INC	1,918.43
Open	NBAZ - Warrant Clearing Account	Check	1080228	09/18/2019	Accounts Payable	LEGATE, PENROD & ASSOCIATES	4,250.00
Open	NBAZ - Warrant Clearing Account	Check	1079833	09/04/2019	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	187.00
Open	NBAZ - Warrant Clearing Account	Check	1080229	09/18/2019	Accounts Payable	LEXIPOL LLC	9,605.00
Open	NBAZ - Warrant Clearing Account	Check	1080230	09/18/2019	Accounts Payable	LIFELOC TECHNOLOGIES INC	1,320.00
Open	NBAZ - Warrant Clearing Account	Check	1080178	09/18/2019	Accounts Payable	LILLIAN CHAVEZ	71.31
Open	NBAZ - Warrant Clearing Account	Check	1079834	09/04/2019	Accounts Payable	LINGO	345.79
Open	NBAZ - Warrant Clearing Account	Check	1079835	09/04/2019	Accounts Payable	LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	132.32
Open	NBAZ - Warrant Clearing Account	Check	1080000	09/11/2019	Accounts Payable	LIVCO WATER & SEWER COMPANY	63.76
Open	NBAZ - Warrant Clearing Account	Check	1079980	09/11/2019	Accounts Payable	LORENA T HALWOOD	471.85
Open	NBAZ - Warrant Clearing Account	Check	1079836	09/04/2019	Accounts Payable	LUPTON CHAPTER	3,127.00
Open	NBAZ - Warrant Clearing Account	Check	1080179	09/18/2019	Accounts Payable	MAE CLARK	100.00
Open	NBAZ - Warrant Clearing Account	Check	1079838	09/04/2019	Accounts Payable	MASS TRANSCRIPTIONS	1,946.70
Open	NBAZ - Warrant Clearing Account	Check	1080232	09/18/2019	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	680.08
Open	NBAZ - Warrant Clearing Account	Check	1080233	09/18/2019	Accounts Payable	MCKESSON MEDICAL SURGICAL	310.16
Open	NBAZ - Warrant Clearing Account	Check	1079839	09/04/2019	Accounts Payable	MERCK SHARP & DOHME CORP	2,043.04
Open	NBAZ - Warrant Clearing Account	Check	1079898	09/04/2019	Accounts Payable	MICHAEL B WHITING	503.27
Open	NBAZ - Warrant Clearing Account	Check	1080310	09/18/2019	Accounts Payable	MICHAEL B WHITING	527.01
Open	NBAZ - Warrant Clearing Account	Check	1079837	09/04/2019	Accounts Payable	MICHAEL E MADRID	899.80
Open	NBAZ - Warrant Clearing Account	Check	1079961	09/11/2019	Accounts Payable	MICHAEL F DORFFI	1,198.13
Open	NBAZ - Warrant Clearing Account	Check	1080226	09/18/2019	Accounts Payable	MICHAEL LATHAM	689.38
Open	NBAZ - Warrant Clearing Account	Check	1080234	09/18/2019	Accounts Payable	MINKUS	11,625.00
Open	NBAZ - Warrant Clearing Account	Check	1080002	09/11/2019	Accounts Payable	MISSION UNIFORM & LINEN	354.64
Open	NBAZ - Warrant Clearing Account	Check	1079875	09/04/2019	Accounts Payable	MONICA STAUFFER	220.52

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080004	09/11/2019	Accounts Payable	MOUNTAIN LEGAL PLLC	764.50
Open	NBAZ - Warrant Clearing Account	Check	1079842	09/04/2019	Accounts Payable	NAPA	13.07
Open	NBAZ - Warrant Clearing Account	Check	1080235	09/18/2019	Accounts Payable	NAPA	20.96
Open	NBAZ - Warrant Clearing Account	Check	1080006	09/11/2019	Accounts Payable	NAPSA	675.00
Open	NBAZ - Warrant Clearing Account	Check	1080065	09/11/2019	Accounts Payable	NATIONAL BANK	3,839.04
Open	NBAZ - Warrant Clearing Account	Check	1080066	09/11/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	912.79
Open	NBAZ - Warrant Clearing Account	Check	1080067	09/11/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	229.96
Open	NBAZ - Warrant Clearing Account	Check	1080068	09/11/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	3,149.29
Open	NBAZ - Warrant Clearing Account	Check	1080069	09/11/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	1,500.62
Open	NBAZ - Warrant Clearing Account	Check	1080074	09/12/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,157.45
Open	NBAZ - Warrant Clearing Account	Check	1080070	09/11/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0341	366.87
Open	NBAZ - Warrant Clearing Account	Check	1080071	09/11/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0822	1,607.40
Open	NBAZ - Warrant Clearing Account	Check	1080072	09/11/2019	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	1,254.64
Open	NBAZ - Warrant Clearing Account	Check	1080236	09/18/2019	Accounts Payable	NATIONAL BUSINESS FURNITURE	2,841.85
Open	NBAZ - Warrant Clearing Account	Check	1079761	09/03/2019	Accounts Payable	NATIONWIDE	2,299.22
Open	NBAZ - Warrant Clearing Account	Check	1080131	09/17/2019	Accounts Payable	NATIONWIDE	2,380.36
Open	NBAZ - Warrant Clearing Account	Check	1079762	09/03/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1080132	09/17/2019	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1079763	09/03/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,144.00
Open	NBAZ - Warrant Clearing Account	Check	1080133	09/17/2019	Accounts Payable	NATIONWIDE TRUST FSB	3,145.64
Open	NBAZ - Warrant Clearing Account	Check	1080237	09/18/2019	Accounts Payable	NAVAJO SANITATION INC	263.12
Open	NBAZ - Warrant Clearing Account	Check	1079843	09/04/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	255.32
Open	NBAZ - Warrant Clearing Account	Check	1080007	09/11/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,998.50
Open	NBAZ - Warrant Clearing Account	Check	1080238	09/18/2019	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,787.00
Open	NBAZ - Warrant Clearing Account	Check	1079844	09/04/2019	Accounts Payable	NAVAJO WESTERNERS	112.92
Open	NBAZ - Warrant Clearing Account	Check	1080008	09/11/2019	Accounts Payable	NAVAJO WESTERNERS	81.08
Open	NBAZ - Warrant Clearing Account	Check	1080239	09/18/2019	Accounts Payable	NAVAJO WESTERNERS	82.77
Open	NBAZ - Warrant Clearing Account	Check	1079845	09/04/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	362.59
Open	NBAZ - Warrant Clearing Account	Check	1080009	09/11/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	7,283.28
Open	NBAZ - Warrant Clearing Account	Check	1080240	09/18/2019	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,271.13
Open	NBAZ - Warrant Clearing Account	Check	1080241	09/18/2019	Accounts Payable	NEWMAN SIGNS INC	3,569.65
Open	NBAZ - Warrant Clearing Account	Check	1080242	09/18/2019	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	1,325.50
Open	NBAZ - Warrant Clearing Account	Check	1080010	09/11/2019	Accounts Payable	NOEL'S INC	469.12
Open	NBAZ - Warrant Clearing Account	Check	1080243	09/18/2019	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	850.00
Open	NBAZ - Warrant Clearing Account	Check	1079847	09/04/2019	Accounts Payable	NORTHERN ARIZONA COUNCIL OF GOVERNMENT - NACOG	169.00
Open	NBAZ - Warrant Clearing Account	Check	1080075	09/12/2019	Accounts Payable	NORTHERN NAVAJO NATION FAIR	375.00
Open	NBAZ - Warrant Clearing Account	Check	1080332	09/23/2019	Accounts Payable	NORTHWEST SHUTTLE CONFERENCE	250.00
Open	NBAZ - Warrant Clearing Account	Check	1080011	09/11/2019	Accounts Payable	OCLC INC	82.25
Open	NBAZ - Warrant Clearing Account	Check	1080012	09/11/2019	Accounts Payable	OCTOPUS CAR WASH INC	228.90

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080231	09/18/2019	Accounts Payable	ODESSA RENELL MAVRIDES	849.85
Open	NBAZ - Warrant Clearing Account	Check	1080244	09/18/2019	Accounts Payable	OFFICE DEPOT	434.57
Open	NBAZ - Warrant Clearing Account	Check	1079928	09/11/2019	Accounts Payable	OLIVIA C ARANDA	404.83
Open	NBAZ - Warrant Clearing Account	Check	1080303	09/18/2019	Accounts Payable	ONNIE DALE WALKER	115.00
Open	NBAZ - Warrant Clearing Account	Check	1080013	09/11/2019	Accounts Payable	OVERDRIVE INC	379.00
Open	NBAZ - Warrant Clearing Account	Check	1080032	09/11/2019	Accounts Payable	PATRICK J SANDOVAL	2,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080265	09/18/2019	Accounts Payable	PATRICK J SANDOVAL	376.42
Open	NBAZ - Warrant Clearing Account	Check	1080322	09/19/2019	Accounts Payable	PATRICK J SANDOVAL	175.61
Open	NBAZ - Warrant Clearing Account	Check	1080248	09/18/2019	Accounts Payable	PENWORTHY COMPANY	190.81
Open	NBAZ - Warrant Clearing Account	Check	1079850	09/04/2019	Accounts Payable	PERFECT PRINTZ LLC	192.42
Open	NBAZ - Warrant Clearing Account	Check	1080016	09/11/2019	Accounts Payable	PERFECT PRINTZ LLC	359.02
Open	NBAZ - Warrant Clearing Account	Check	1080017	09/11/2019	Accounts Payable	PERMA CARD	1,908.43
Open	NBAZ - Warrant Clearing Account	Check	1079852	09/04/2019	Accounts Payable	PFIZER INC	3,704.95
Open	NBAZ - Warrant Clearing Account	Check	1080249	09/18/2019	Accounts Payable	PHIL STRATTON ELECTRIC IN	3,300.00
Open	NBAZ - Warrant Clearing Account	Check	1080018	09/11/2019	Accounts Payable	PITNEY BOWES	3,677.45
Open	NBAZ - Warrant Clearing Account	Check	1080251	09/18/2019	Accounts Payable	PITNEY BOWES	461.74
Open	NBAZ - Warrant Clearing Account	Check	1080252	09/18/2019	Accounts Payable	PRAXAIR DISTRIBUTION INC	31.41
Open	NBAZ - Warrant Clearing Account	Check	1079853	09/04/2019	Accounts Payable	PRECEPTER XI FOUNDATION	200.00
Open	NBAZ - Warrant Clearing Account	Check	1079854	09/04/2019	Accounts Payable	PREMIER DRY CLEANING	26.95
Open	NBAZ - Warrant Clearing Account	Check	1080253	09/18/2019	Accounts Payable	PRESCOTT RADIOLOGISTS LLP	454.00
Open	NBAZ - Warrant Clearing Account	Check	1079855	09/04/2019	Accounts Payable	PRO PETROLEUM	17,576.06
Open	NBAZ - Warrant Clearing Account	Check	1079856	09/04/2019	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1079764	09/03/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,207.12
Open	NBAZ - Warrant Clearing Account	Check	1080134	09/17/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,207.12
Open	NBAZ - Warrant Clearing Account	Check	1079765	09/03/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	46,292.53
Open	NBAZ - Warrant Clearing Account	Check	1080135	09/17/2019	Accounts Payable	PUBLIC SAFETY SHERIFF RET	47,673.88
Open	NBAZ - Warrant Clearing Account	Check	1079857	09/04/2019	Accounts Payable	QUALITY CARQUEST	146.44
Open	NBAZ - Warrant Clearing Account	Check	1080020	09/11/2019	Accounts Payable	QUALITY CARQUEST	203.38
Open	NBAZ - Warrant Clearing Account	Check	1079858	09/04/2019	Accounts Payable	QUILL CORP	7,824.98
Open	NBAZ - Warrant Clearing Account	Check	1080021	09/11/2019	Accounts Payable	QUILL CORP	2,486.11
Open	NBAZ - Warrant Clearing Account	Check	1080254	09/18/2019	Accounts Payable	QUILL CORP	1,145.32
Open	NBAZ - Warrant Clearing Account	Check	1080255	09/18/2019	Accounts Payable	R A BIEL PLUMBING & HEATING INC	200.87
Open	NBAZ - Warrant Clearing Account	Check	1080019	09/11/2019	Accounts Payable	RANDOLPH PLATT DDS	597.00
Open	NBAZ - Warrant Clearing Account	Check	1080076	09/12/2019	Accounts Payable	RDO EQUIPMENT CO	5,379.22
Open	NBAZ - Warrant Clearing Account	Check	1080077	09/12/2019	Accounts Payable	RDO EQUIPMENT CO	1,617.00
Open	NBAZ - Warrant Clearing Account	Check	1080256	09/18/2019	Accounts Payable	RDO EQUIPMENT CO	1,248.90
Open	NBAZ - Warrant Clearing Account	Check	1079840	09/04/2019	Accounts Payable	REITA MOORE	50.64
Open	NBAZ - Warrant Clearing Account	Check	1080257	09/18/2019	Accounts Payable	RELIABLE BACKGROUND SCREENING	513.00
Open	NBAZ - Warrant Clearing Account	Check	1080022	09/11/2019	Accounts Payable	REST UR RUMP	77.44

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1079859	09/04/2019	Accounts Payable	RHINEHART OIL CO	19,050.97
Open	NBAZ - Warrant Clearing Account	Check	1080023	09/11/2019	Accounts Payable	RHINEHART OIL CO	1,092.63
Open	NBAZ - Warrant Clearing Account	Check	1079937	09/11/2019	Accounts Payable	RICHARD A AYRES	458.72
Open	NBAZ - Warrant Clearing Account	Check	1080166	09/18/2019	Accounts Payable	RICHARD A BLAIR	660.92
Open	NBAZ - Warrant Clearing Account	Check	1080250	09/18/2019	Accounts Payable	RICHARD PIORKOWSKI	900.00
Open	NBAZ - Warrant Clearing Account	Check	1080258	09/18/2019	Accounts Payable	RICOH USA INC	211.04
Open	NBAZ - Warrant Clearing Account	Check	1079861	09/04/2019	Accounts Payable	RIGG LAW FIRM PLLC	1,669.50
Open	NBAZ - Warrant Clearing Account	Check	1079766	09/03/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1080136	09/17/2019	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1079917	09/11/2019	Accounts Payable	ROBIN R AGUERO	8.36
Open	NBAZ - Warrant Clearing Account	Check	1079797	09/04/2019	Accounts Payable	ROGER STUART CURTIS	188.50
Open	NBAZ - Warrant Clearing Account	Check	1080033	09/11/2019	Accounts Payable	RONALD SARRACINO	80.00
Open	NBAZ - Warrant Clearing Account	Check	1079981	09/11/2019	Accounts Payable	ROSCOE GEORGE HERRERA	108.00
Open	NBAZ - Warrant Clearing Account	Check	1080209	09/18/2019	Accounts Payable	ROSCOE GEORGE HERRERA	156.00
Open	NBAZ - Warrant Clearing Account	Check	1080321	09/19/2019	Accounts Payable	ROSCOE GEORGE HERRERA	255.00
Open	NBAZ - Warrant Clearing Account	Check	1079929	09/11/2019	Accounts Payable	RUBEN A ARANDA MARIN	31.17
Open	NBAZ - Warrant Clearing Account	Check	1080027	09/11/2019	Accounts Payable	RUSH TRUCK CENTER	1,407.60
Open	NBAZ - Warrant Clearing Account	Check	1080260	09/18/2019	Accounts Payable	RUSH TRUCK CENTER	473.85
Open	NBAZ - Warrant Clearing Account	Check	1080028	09/11/2019	Accounts Payable	RWC GROUP	4,488.92
Open	NBAZ - Warrant Clearing Account	Check	1080014	09/11/2019	Accounts Payable	RYAN N PATTERSON	156.60
Open	NBAZ - Warrant Clearing Account	Check	1080082	09/17/2019	Accounts Payable	RYAN N PATTERSON	322.04
Open	NBAZ - Warrant Clearing Account	Check	1080261	09/18/2019	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1080262	09/18/2019	Accounts Payable	S&S HEART SAVERS INC	80.00
Open	NBAZ - Warrant Clearing Account	Check	1079862	09/04/2019	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	239.96
Open	NBAZ - Warrant Clearing Account	Check	1079863	09/04/2019	Accounts Payable	SAFELITE AUTO GLASS	447.32
Open	NBAZ - Warrant Clearing Account	Check	1080029	09/11/2019	Accounts Payable	SAFELITE AUTO GLASS	778.00
Open	NBAZ - Warrant Clearing Account	Check	1079864	09/04/2019	Accounts Payable	SAFETY KLEEN	128.11
Open	NBAZ - Warrant Clearing Account	Check	1080263	09/18/2019	Accounts Payable	SAFETY KLEEN	394.89
Open	NBAZ - Warrant Clearing Account	Check	1080030	09/11/2019	Accounts Payable	SAFEWAY INC	277.66
Open	NBAZ - Warrant Clearing Account	Check	1080264	09/18/2019	Accounts Payable	SAFEWAY INC	8.20
Open	NBAZ - Warrant Clearing Account	Check	1079865	09/04/2019	Accounts Payable	SANOFI PASTEUR INC	8,248.42
Open	NBAZ - Warrant Clearing Account	Check	1079785	09/04/2019	Accounts Payable	SARAH MAE BEGAY	55.00
Open	NBAZ - Warrant Clearing Account	Check	1079942	09/11/2019	Accounts Payable	SARAH MAE BEGAY	700.00
Open	NBAZ - Warrant Clearing Account	Check	1080164	09/18/2019	Accounts Payable	SARAH MAE BEGAY	175.00
Open	NBAZ - Warrant Clearing Account	Check	1080267	09/18/2019	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	975.23
Open	NBAZ - Warrant Clearing Account	Check	1079767	09/03/2019	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1080137	09/17/2019	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1079866	09/04/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	2,099.84
Open	NBAZ - Warrant Clearing Account	Check	1080035	09/11/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	840.63

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080268	09/18/2019	Accounts Payable	SECURUS TECHNOLOGIES INC	1,296.55
Open	NBAZ - Warrant Clearing Account	Check	1080269	09/18/2019	Accounts Payable	SELF-RELIANCE PUBLICATIONS LLC	26.00
Open	NBAZ - Warrant Clearing Account	Check	1079867	09/04/2019	Accounts Payable	SEM APPLICATIONS INC	108.00
Open	NBAZ - Warrant Clearing Account	Check	1080270	09/18/2019	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	223.20
Open	NBAZ - Warrant Clearing Account	Check	1079868	09/04/2019	Accounts Payable	SEQIRUS USA INC	6,457.75
Open	NBAZ - Warrant Clearing Account	Check	1080005	09/11/2019	Accounts Payable	SHAWNA RENE MURPHY	136.21
Open	NBAZ - Warrant Clearing Account	Check	1079887	09/04/2019	Accounts Payable	SHERWOOD BOWEN UDALL	208.21
Open	NBAZ - Warrant Clearing Account	Check	1080296	09/18/2019	Accounts Payable	SHERWOOD BOWEN UDALL	362.42
Open	NBAZ - Warrant Clearing Account	Check	1079908	09/04/2019	Accounts Payable	SHILOH M YELLOWHORSE	560.00
Open	NBAZ - Warrant Clearing Account	Check	1079869	09/04/2019	Accounts Payable	SIGN VISION	150.00
Open	NBAZ - Warrant Clearing Account	Check	1079870	09/04/2019	Accounts Payable	SKY BLUE HVAC LLC	151.00
Open	NBAZ - Warrant Clearing Account	Check	1080036	09/11/2019	Accounts Payable	SMITHS DETECTION INC	8,346.00
Open	NBAZ - Warrant Clearing Account	Check	1080272	09/18/2019	Accounts Payable	SONORA QUEST LABORATORIES	643.68
Open	NBAZ - Warrant Clearing Account	Check	1080273	09/18/2019	Accounts Payable	SOUTHWEST ROCK PRODUCTS LLC	23,849.42
Open	NBAZ - Warrant Clearing Account	Check	1080274	09/18/2019	Accounts Payable	SOUTHWEST ROCK PRODUCTS LLC	257.44
Open	NBAZ - Warrant Clearing Account	Check	1080037	09/11/2019	Accounts Payable	SPARKLETTS WATER	104.21
Open	NBAZ - Warrant Clearing Account	Check	1080275	09/18/2019	Accounts Payable	SPARKLETTS WATER	241.35
Open	NBAZ - Warrant Clearing Account	Check	1080276	09/18/2019	Accounts Payable	SPEEDY SALES AND SERVICE	439.90
Open	NBAZ - Warrant Clearing Account	Check	1079872	09/04/2019	Accounts Payable	SPORTS WORLD INC	513.50
Open	NBAZ - Warrant Clearing Account	Check	1080327	09/19/2019	Accounts Payable	SPORTS WORLD INC	373.75
Open	NBAZ - Warrant Clearing Account	Check	1079873	09/04/2019	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	100.00
Open	NBAZ - Warrant Clearing Account	Check	1080038	09/11/2019	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	30.00
Open	NBAZ - Warrant Clearing Account	Check	1080277	09/18/2019	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	50.00
Open	NBAZ - Warrant Clearing Account	Check	1080039	09/11/2019	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	429.27
Open	NBAZ - Warrant Clearing Account	Check	1080278	09/18/2019	Accounts Payable	SPRINGHILL SUITES GALLUP	1,171.61
Open	NBAZ - Warrant Clearing Account	Check	1080040	09/11/2019	Accounts Payable	ST JOHNS CITY	624.68
Open	NBAZ - Warrant Clearing Account	Check	1080279	09/18/2019	Accounts Payable	ST JOHNS CITY	2,709.98
Open	NBAZ - Warrant Clearing Account	Check	1080280	09/18/2019	Accounts Payable	ST JOHNS UNITED DRUG	18.17
Open	NBAZ - Warrant Clearing Account	Check	1079874	09/04/2019	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	55.00
Open	NBAZ - Warrant Clearing Account	Check	1080281	09/18/2019	Accounts Payable	STANDARD ELECTRIC WHOLESALE LLC	97.29
Open	NBAZ - Warrant Clearing Account	Check	1080041	09/11/2019	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1080001	09/11/2019	Accounts Payable	STEPHANIE MCCARTHY	44.55
Open	NBAZ - Warrant Clearing Account	Check	1080173	09/18/2019	Accounts Payable	STEPHANIE R CALABAZA	380.42
Open	NBAZ - Warrant Clearing Account	Check	1080306	09/18/2019	Accounts Payable	STEVE V WEST	632.75
Open	NBAZ - Warrant Clearing Account	Check	1080042	09/11/2019	Accounts Payable	SUEAN STRADLING-COLLINS	158.10
Open	NBAZ - Warrant Clearing Account	Check	1080282	09/18/2019	Accounts Payable	SUEAN STRADLING-COLLINS	239.74
Open	NBAZ - Warrant Clearing Account	Check	1079876	09/04/2019	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	507.72
Open	NBAZ - Warrant Clearing Account	Check	1079768	09/03/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,741.14
Open	NBAZ - Warrant Clearing Account	Check	1080138	09/17/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,588.64

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1079949	09/11/2019	Accounts Payable	SUSAN K BYRUM	2,738.40
Open	NBAZ - Warrant Clearing Account	Check	1080290	09/18/2019	Accounts Payable	SUSAN THOMPSON	303.89
Open	NBAZ - Warrant Clearing Account	Check	1079877	09/04/2019	Accounts Payable	SW ECOLOGY LLC	1,311.30
Open	NBAZ - Warrant Clearing Account	Check	1080043	09/11/2019	Accounts Payable	SW ECOLOGY LLC	1,020.00
Open	NBAZ - Warrant Clearing Account	Check	1080283	09/18/2019	Accounts Payable	SW ECOLOGY LLC	1,060.00
Open	NBAZ - Warrant Clearing Account	Check	1080284	09/18/2019	Accounts Payable	T & R MARKET	50.99
Open	NBAZ - Warrant Clearing Account	Check	1079878	09/04/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	229.84
Open	NBAZ - Warrant Clearing Account	Check	1080285	09/18/2019	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	572.98
Open	NBAZ - Warrant Clearing Account	Check	1080146	09/18/2019	Accounts Payable	TAMARA WILHELM APPLEGATE	45.82
Open	NBAZ - Warrant Clearing Account	Check	1080286	09/18/2019	Accounts Payable	TAYLOR LAW OFFICE PC	27.50
Open	NBAZ - Warrant Clearing Account	Check	1079871	09/04/2019	Accounts Payable	TERRIE J SLOAN	5.41
Open	NBAZ - Warrant Clearing Account	Check	1079879	09/04/2019	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1080287	09/18/2019	Accounts Payable	THE EMBLEM AUTHORITY	513.50
Open	NBAZ - Warrant Clearing Account	Check	1080044	09/11/2019	Accounts Payable	THE POUR STATION	186.00
Open	NBAZ - Warrant Clearing Account	Check	1080288	09/18/2019	Accounts Payable	THE POUR STATION	712.50
Open	NBAZ - Warrant Clearing Account	Check	1079885	09/04/2019	Accounts Payable	THOMAS C TSO	11.81
Open	NBAZ - Warrant Clearing Account	Check	1080291	09/18/2019	Accounts Payable	THOMSON REUTERS WEST	2,675.98
Open	NBAZ - Warrant Clearing Account	Check	1080292	09/18/2019	Accounts Payable	TIFCO INDUSTRIES	666.28
Open	NBAZ - Warrant Clearing Account	Check	1079882	09/04/2019	Accounts Payable	TJP COMMUNICATIONS	225.00
Open	NBAZ - Warrant Clearing Account	Check	1080245	09/18/2019	Accounts Payable	TOBIE KLIESSEN OVERSON	1,638.97
Open	NBAZ - Warrant Clearing Account	Check	1079831	09/04/2019	Accounts Payable	TOMMY KIRK	430.46
Open	NBAZ - Warrant Clearing Account	Check	1080045	09/11/2019	Accounts Payable	TORRISON CONSULTING LLC	4,859.00
Open	NBAZ - Warrant Clearing Account	Check	1080046	09/11/2019	Accounts Payable	TOWN OF EAGAR	747.84
Open	NBAZ - Warrant Clearing Account	Check	1080293	09/18/2019	Accounts Payable	TOWN OF SPRINGERVILLE	158.04
Open	NBAZ - Warrant Clearing Account	Check	1080080	09/12/2019	Accounts Payable	TRACTOR SUPPLY CO	2,431.85
Open	NBAZ - Warrant Clearing Account	Check	1080294	09/18/2019	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.55
Open	NBAZ - Warrant Clearing Account	Check	1080221	09/18/2019	Accounts Payable	TRENT ADAM JENSEN	109.75
Open	NBAZ - Warrant Clearing Account	Check	1079883	09/04/2019	Accounts Payable	TRINITY SERVICES GROUP INC	15,562.18
Open	NBAZ - Warrant Clearing Account	Check	1079884	09/04/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,541.32
Open	NBAZ - Warrant Clearing Account	Check	1080295	09/18/2019	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	32.24
Open	NBAZ - Warrant Clearing Account	Check	1079886	09/04/2019	Accounts Payable	TYLER TECHNOLOGIES INC	140.00
Open	NBAZ - Warrant Clearing Account	Check	1079991	09/11/2019	Accounts Payable	TYRON JENSEN	443.33
Open	NBAZ - Warrant Clearing Account	Check	1079888	09/04/2019	Accounts Payable	UNIFIRST CORPORATION	285.01
Open	NBAZ - Warrant Clearing Account	Check	1080047	09/11/2019	Accounts Payable	UNIFIRST CORPORATION	76.69
Open	NBAZ - Warrant Clearing Account	Check	1080298	09/18/2019	Accounts Payable	UNIFIRST CORPORATION	62.25
Open	NBAZ - Warrant Clearing Account	Check	1079889	09/04/2019	Accounts Payable	UNITED RENTALS	6,823.53
Open	NBAZ - Warrant Clearing Account	Check	1080048	09/11/2019	Accounts Payable	UNITED TRUCK AND EQUIPMENT INC	570.11
Open	NBAZ - Warrant Clearing Account	Check	1079890	09/04/2019	Accounts Payable	US CORRECTIONS LLC	2,437.50
Open	NBAZ - Warrant Clearing Account	Check	1080049	09/11/2019	Accounts Payable	US CORRECTIONS LLC	7,023.75

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080050	09/11/2019	Accounts Payable	US COURTS AO PACER SERVICE CENTER	27.60
Open	NBAZ - Warrant Clearing Account	Check	1080299	09/18/2019	Accounts Payable	US GEOLOGICAL SURVEY	3,100.00
Open	NBAZ - Warrant Clearing Account	Check	1080051	09/11/2019	Accounts Payable	US POSTMASTER	208.00
Open	NBAZ - Warrant Clearing Account	Check	1080300	09/18/2019	Accounts Payable	US POSTMASTER	120.00
Open	NBAZ - Warrant Clearing Account	Check	1080324	09/19/2019	Accounts Payable	US POSTMASTER	120.00
Open	NBAZ - Warrant Clearing Account	Check	1079891	09/04/2019	Accounts Payable	USA FORENSIC LLC	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1079892	09/04/2019	Accounts Payable	VALLEY AUTO PARTS	356.63
Open	NBAZ - Warrant Clearing Account	Check	1080052	09/11/2019	Accounts Payable	VALLEY AUTO PARTS	67.90
Open	NBAZ - Warrant Clearing Account	Check	1080301	09/18/2019	Accounts Payable	VALLEY AUTO PARTS	1,408.20
Open	NBAZ - Warrant Clearing Account	Check	1079893	09/04/2019	Accounts Payable	VALLEY IMAGING SOLUTIONS	69.71
Open	NBAZ - Warrant Clearing Account	Check	1079950	09/11/2019	Accounts Payable	VERA L CASSEL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1080053	09/11/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	1,600.00
Open	NBAZ - Warrant Clearing Account	Check	1080054	09/11/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	1,750.00
Open	NBAZ - Warrant Clearing Account	Check	1080055	09/11/2019	Accounts Payable	VERITAS RESEARCH CONSULTING	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1079894	09/04/2019	Accounts Payable	VERIZON WIRELESS	212.58
Open	NBAZ - Warrant Clearing Account	Check	1080056	09/11/2019	Accounts Payable	VERIZON WIRELESS	40.01
Open	NBAZ - Warrant Clearing Account	Check	1080302	09/18/2019	Accounts Payable	VERIZON WIRELESS	1,451.27
Open	NBAZ - Warrant Clearing Account	Check	1080328	09/23/2019	Accounts Payable	VICTOR L CHAVEZ	174.27
Open	NBAZ - Warrant Clearing Account	Check	1080297	09/18/2019	Accounts Payable	W JEFFORY UDALL	62.64
Open	NBAZ - Warrant Clearing Account	Check	1080057	09/11/2019	Accounts Payable	WAL-MART COMMUNITY	1,578.61
Open	NBAZ - Warrant Clearing Account	Check	1080058	09/11/2019	Accounts Payable	WESTERN DRUG COMPANY	40.00
Open	NBAZ - Warrant Clearing Account	Check	1079895	09/04/2019	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	824.75
Open	NBAZ - Warrant Clearing Account	Check	1080059	09/11/2019	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	814.00
Open	NBAZ - Warrant Clearing Account	Check	1080307	09/18/2019	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	143.78
Open	NBAZ - Warrant Clearing Account	Check	1080308	09/18/2019	Accounts Payable	WHITE MOUNTAIN COUNSELING	425.00
Open	NBAZ - Warrant Clearing Account	Check	1079896	09/04/2019	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	20.76
Open	NBAZ - Warrant Clearing Account	Check	1079897	09/04/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	533.82
Open	NBAZ - Warrant Clearing Account	Check	1080309	09/18/2019	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	33.54
Open	NBAZ - Warrant Clearing Account	Check	1079969	09/11/2019	Accounts Payable	WILHELMINA L FRANK	62.30
Open	NBAZ - Warrant Clearing Account	Check	1079900	09/04/2019	Accounts Payable	WILSON INVESTIGATIVE SERVICES	230.00
Open	NBAZ - Warrant Clearing Account	Check	1080311	09/18/2019	Accounts Payable	WILSON INVESTIGATIVE SERVICES	168.00
Open	NBAZ - Warrant Clearing Account	Check	1079902	09/04/2019	Accounts Payable	WOODLAND BUILDING CENTER	54.37
Open	NBAZ - Warrant Clearing Account	Check	1080060	09/11/2019	Accounts Payable	WOODLAND BUILDING CENTER	1,083.86
Open	NBAZ - Warrant Clearing Account	Check	1080313	09/18/2019	Accounts Payable	WOODLAND BUILDING CENTER	819.68
Open	NBAZ - Warrant Clearing Account	Check	1079903	09/04/2019	Accounts Payable	WORLD OF TRAVEL	1,314.44
Open	NBAZ - Warrant Clearing Account	Check	1079904	09/04/2019	Accounts Payable	WRIGHT EXPRESS FSC	3,520.87
Open	NBAZ - Warrant Clearing Account	Check	1080314	09/18/2019	Accounts Payable	WRIGHT EXPRESS FSC	1,406.04
Open	NBAZ - Warrant Clearing Account	Check	1080061	09/11/2019	Accounts Payable	WW WILLIAMS COMPANY LLC	2,709.75
Open	NBAZ - Warrant Clearing Account	Check	1080062	09/11/2019	Accounts Payable	XEROX CORP	56.96

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1080315	09/18/2019	Accounts Payable	XEROX CORP	181.39
Open	NBAZ - Warrant Clearing Account	Check	1079905	09/04/2019	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	16,100.00
Open	NBAZ - Warrant Clearing Account	Check	1080316	09/18/2019	Accounts Payable	YAVAPAI REGIONAL MEDICAL CENTER	5,722.00
Open	NBAZ - Warrant Clearing Account	Check	1080063	09/11/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	6,922.11
Open	NBAZ - Warrant Clearing Account	Check	1080318	09/18/2019	Accounts Payable	YAZZIE'S AUTO PARTS INC	789.39
Open	NBAZ - Warrant Clearing Account	Check	1079906	09/04/2019	Accounts Payable	YELTON AND ASSOCIATES	4,916.67
Open	NBAZ - Warrant Clearing Account	Check	1079907	09/04/2019	Accounts Payable	YOUNGS FUTURE TIRE	130.70
Open	NBAZ - Warrant Clearing Account	Check	1080319	09/18/2019	Accounts Payable	YOUNGS FUTURE TIRE	5,840.96

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 9/23/19

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

Request approval of the minutes dated September 4, 2019

BOS Meeting Date Requested 10/1/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

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Approved by the BOS Oct. 20, 2015

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
September 4, 2019
St. Johns, Arizona

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

SueAn Stradling-Collins gave the invocation.

Timothy Hinton led the Pledge of Allegiance.

Chairman Shirley called for the Public Health Services District items.

Preston Raban, Health Director, presented the Clinical Services Quarterly Update for April – June 2019. No action was needed or taken,

Preston Raban, Health Director, requested approval of IGA #ADHS 16-097960 Healthy People Healthy Communities Amendment #5 that revises the Scope of Work, Exhibit C and Price Sheet. These changes will not affect the Health Districts scope of work currently in place or the FY20 budget. **Mr. Shepherd moved approval, seconded by Mr. Simshauser**. Vote was unanimous.

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

Chairman Shirley called for the Library District item.

SueAn Stradling-Collins requested approval of the completed Strategic Plan for the Vernon Public Library. **Mr. Simshauser moved approval, seconded by Mr. Shepherd**. Vote was unanimous.

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

Chairman Shirley called for Jail District items.

Commander Cirivello requested approval to contract with Contract Pharmacy to provide prescription medications to inmates within the jail. Commander Cirivello stated switching from Diamond Pharmacy to Contract Pharmacy would result in a cost savings up to 60%. **Mr. Simshauser moved approval, seconded by Mr. Shepherd**. Vote was unanimous.

Commander Cirivello requested approval to update the Memorandum of Understanding to continue to allow inmates to do data entry for the Family History Center. Commander Cirivello stated this is no cost to the county. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Bruce Greco, Natural Resources Liaison, presented an update on current priorities and projects within Apache County. No action was needed or taken.

Mr. Shepherd introduced members from the Houck Chapter; Lydia Hill and James Watchman, Jr.

Mr. Patterson presented the Consent Agenda items A-I and recommended approval. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between August 5, 2019 and September 4, 2019. Payee Amount APACHE COUNTY HSA 4,199.66 APACHE COUNTY MEDICAL 178,648.62 APACHE COUNTY TAX WITHHOLDING 145,467.13 ASRS LEGACY EORP 5,889.13 AZ STATE RETIREMENT SYSTEM 116,224.25 COLONIAL LIFE AND ACCIDENT INS 1,364.73 CORRECTIONS OFFICER RET PLAN 9,402.04 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,770.60 EORP LEGACY 2,720.34 NATIONWIDE 2,130.67 NATIONWIDE TRUST FSB 3,250.94 PUBLIC SAFETY PERSONNEL 401 16,207.12 PUBLIC SAFETY SHERIFF RET 44,762.76 SUPPORT PAYMENT CLEARINGHOUSE 1,741.14 BILTMORE PRO PRINT 1,031.70 COURTESY CHEVROLET 32,192.35 RUSH TRUCK CENTER 2,734.51 THE MASTERS TOUCH LLC 29,839.21 AMAZON CAPITAL SERVICES INC (IT DEPT) 2,014.47 APACHE COUNTY FAIR 25,000.00 AXON ENTERPRISE INC/TASER INTERNATIONAL INC 56,337.27 AZ COUNTIES INSURANCE POOL 1,490.00 AZ DEPT OF RISK MANAGEMENT 1,076.52 AZLGEBT 348,380.72 JIMICA LYNN BIGMAN 1,138.29 BLACK MESA FUELS LLC 67,916.32 MARICELA CANO 1,177.99 CDW GOVERNMENT LLC 4,580.32 CHANGEPOINT INTEGRATED HEALTH 3,520.00 CNS BUSINESS FORMS INC 4,810.35 CECILIA DIAZ 4,772.82 EMPIRE POWER SYSTEMS 5,045.49 ERNIES FIRE EXTINGUISHER 5,405.00 PAUL HANCOCK 2,810.18 HILLYARD/FLAGSTAFF2,161.40 HOME DEPOT 1,634.77 JILL L HOOVER 1,950.33 INGRAM LIBRARY SERVICES 5,662.42 LEADSONLINE LLC 1,188.00 NATIONAL BUSINESS FURNITURE 1,095.80 NAVAJO COUNTY FAMILY ADVOCACY CENTER 1,800.00 PACIFIC PONDEROSA CO INC 1,910.31 QUILL CORP 4,980.90 RUSH TRUCK CENTER 1,820.73 SUN RIDGE SYSTEMS, INC 3,045.00 SW ECOLOGY LLC 1,440.00 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS 1,478.63 WRIGHT EXPRESS FSC 3,695.10 NATIONAL BANK 3,247.47 NATIONAL BANK OF ARIZONA 1389 1,581.53 NATIONAL BANK OF ARIZONA 0085 3,034.44 NATIONAL BANK OF ARIZONA 02851,470.89 NATIONAL BANK OF ARIZONA 0962 2,325.27

PATRICK J SANDOVAL 2,162.49 ALICE JO WEBB 1,138.29 YELTON AND ASSOCIATES 4,916.67 RUSH TRUCK CENTER 148,381.17 ASRS LEGACY EORP 5,889.13 FRONTIER 1,188.15 ADHS AZ HEALTH CARE COST 22,400.00 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,419.99 ASHTONS REPAIR INC 2,425.07 AUTO SAFETY HOUSE LLC 2,937.17 AZ DEPT OF HEALTH SERVICES 1,850.00 BLUE HILLS ENVIRONMENTAL 1,890.13 BURNHAM MORTUARY 1,000.00 CATERPILLAR FINANCIAL SERVICES CORPORATION 59,749.86 CREATIVE MULTIMEDIA INC (CMI) 10,621.25 CREATIVE MULTIMEDIA INC (CMI) 3,335.00 DIAMOND DRUGS INC 3,022.45 DISCOUNT TIRE 1,238.20 EM HALE LAW 1,215.50 EMPIRE MACHINERY 78,486.47 FLEET PRIDE 4,832.23 FRONTIER 1,258.21 GALL'S INC 2,289.62 PAUL S GALLEGOS 2,048.63 GILA COUNTY 11,564.81 GMCO CORPORATION 12,045.90 DARYL GREER 3,222.90 HAMBLIN LAW OFFICE PLC 8,500.00 HAWKER AND EVANS ASPHALT CO 10,982.00 KLINT HEAP 1,359.40 HISTORICSTREETSCAPES PLLC 44,651.96 INGRAM LIBRARY SERVICES 2,970.33 KATHLEEN M MCGUIRE PSY D LLC 2,064.00 L R INVESTIGATIONS LLC 1,001.25 LEGATE, PENROD & ASSOCIATES 8,500.00 LINCOLN STRATEGY GROUP 13,500.00 MARCEL & LORNA MORTENSEN RVOC LIV TRUST 3,594.38 MOUNTAIN LEGAL PLLC 1,760.00 NAVAJO NATION WATER CODE ADMIN 20,512.35 NAVOPACHE ELECTRIC COOPERATIVE 7,153.01 DANA BRYCE PATTERSON 8,500.00 PERFECT PRINTZ LLC 4,969.04 PRO PETROLEUM 37,509.69 QUILL CORP 2,344.52 RHINEHART OIL CO 16,688.76 ROAD MACHINERY LLC 7,576.79 RUSH TRUCK CENTER 148,381.17 LAURENCE SCHIFF 1,500.00 ST JOHNS CITY 2,412.68 SW ECOLOGY LLC 1,380.00 TJP COMMUNICATIONS 1,275.40 TORRISON CONSULTING LLC 4,859.00 TOWN OF EAGAR 1,340.25 TRINITY SERVICES GROUP INC 19,874.41 US CORRECTIONS LLC 5,053.00 VALLEY AUTO PARTS 2,856.70 VERITAS RESEARCH CONSULTING 3,000.00 VERIZON WIRELESS 2,445.04 WATER WAYS IRRIGATION ENGINEERS INC 3,257.56 CHANGEPOINT INTEGRATED HEALTH 10,220.00 PRO PETROLEUM 18,691.27 ROAD MACHINERY LLC 2,241.04 HIGH COUNTRY SIGNS LLC 12,886.00 AZ DEPT OF REVENUE 1,579.09 PITNEY BOWES RESERVE ACCOUNT 5,000.00 JIMICA LYNN BIGMAN 1,138.29 APACHE COUNTY HAS 4,052.99 APACHE COUNTY MEDICAL 181,198.30 APACHE COUNTY TAX WITHHOLDING 139,122.15 ASRS LEGACY EORP 5,889.13 AZ STATE RETIREMENT SYSTEM 111,166.97 COLONIAL LIFE AND ACCIDENT INS1,339.80 CORRECTIONS OFFICER RET PLAN 9,949.83 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,771.93 EORP LEGACY 2,720.34 NATIONWIDE 2,133.05 NATIONWIDE TRUST FSB 3,145.17 PUBLIC SAFETY PERSONNEL 401 16,207.12 PUBLIC SAFETY SHERIFF RET 45,315.28 SUPPORT PAYMENT CLEARINGHOUSE 1,741.14 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,449.62 ARIZONA STATE FORESTRY DIVISION 7,579.56 ELLEN RAE BAST 1,325.16 JUDITH A BENDER 1,395.00 DELOS BOND 2,003.57 BREWER LAW OFFICE PLLC 8,500.00 BRUCKNER TRUCK SALES INC 34,056.00 DRONEFLY 3,486.00 FIREFIGHTERS AND POLICE OFFICERS CANCER INSURANCE 1,350.00 GLAXO SMITHKLINE PHARMACY 1,916.00 GOLIGHTLY TIRE 4,933.54 HATCH CONSTRUCTION 2,397.03 HIGH COUNTRY SIGNS LLC 1,655.00 HOME DEPOT 1,833.62 MICHAEL LATHAM 4,039.14 MOORE LAW FIRM PLLC 1,544.00 NAVAJO TRIBAL UTILITY AUTHORITY 3,026.11 NAVOPACHE ELECTRIC COOPERATIVE 14,025.95 NICK D PATTON ATTORNEY AT LAW PLLC 1,028.50 NOEL'S INC 1,105.44 NORCHEM DRUG TESTING LABORATORY 1,710.95 PINAL COUNTY ARIZONA

3,500.00 QUILL CORP 3,252.49 SAFELITE AUTO GLASS 1,065.12 SW ECOLOGY LLC 1,510.00 THOMSON REUTERS WEST 1,349.14 UNITED RENTALS 4,547.87 VALLEY AUTO PARTS 1,298.23 VERITAS RESEARCH CONSULTING 3,650.00 VERITAS RESEARCH CONSULTING 2,350.00 VERIZON WIRELESS 2,966.38 HILLYARD/FLAGSTAFF 1,751.89 RHINEHART OIL CO 2,145.98 SECURUS TECHNOLOGIES INC 1,068.02MICHAEL G SMITH 1,875.00 MIGALI SCIENTIFIC 7,343.95 PUERCO VALLEY AMBULANCE SERVICE 1,318.39 AMAZON CAPITAL SERVICES INC (IT DEPT) 3,257.99 AMAZON COM INC 1,019.29 AMIGO CHEVROLET 2,833.85 AZ BOILER COMPANY INC 9,879.99 CAROLYN BENALLY 1,026.92 JUDITH A BENDER 1,470.00 BURNHAM MORTUARY 1,000.00 CDW GOVERNMENT LLC 1,859.49 CONCHO SUPPLY LLC 3,150.00 CONDITIONED RESPONSE TRAINING 1,125.00 DELL COMPUTER CORPORATION 1,662.86 EMPIRE MACHINERY 3,946.73 ERNIES FIRE EXTINGUISHER 1,427.00 FRONTIER 1,858.97 GALL'S INC 1,508.42 GMCO CORPORATION 4,015.30 DARYL GREER 1,197.20 HERB'S TREE SERVICE 5,500.00 MICHAEL LATHAM 3,250.62 MERCK SHARP & DOHME CORP 4,259.24 MOUNTAIN COMFORT HEATING AND COOLING 1,309.74 NAVAJO TRIBAL UTILITY AUTHORITY 2,157.63 PROPAC INC 1,338.78 QUILL CORP 7,316.50 R AND B TREE REMOVAL 10,000.00 RDO EQUIPMENT CO 3,811.76 RHINEHART OIL CO 18,287.39 RL'S A-1 AUTO BODY SHOP 3,829.01 ST JOHNS UNITED DRUG 3,718.49 SW ECOLOGY LLC 1,270.00 THOMSON REUTERS WEST 1,391.29 VALLEY AUTO PARTS 1,917.94 VERITAS RESEARCH CONSULTING 1,500.00 VERIZON WIRELESS 2,181.35 WRIGHT EXPRESS FSC 1,866.93 YAVAPAI COUNTY GOVERNMENT 20,000.00 JAY YELLOWHORSE 1,270.32 VERITAS RESEARCH CONSULTING 1,500.00 NORTHLAND PIONEER COLLEGE 41,171.00 SAUL'S CREEK ENGINEERING INC 7,920.00 WHITE MOUNTAIN PUBLISHING CO 2,599.19 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 the minutes dated August 5, 2019. C. Request approval of a resolution allowing Apache County to act as the fiscal agent for Concho Fire Department upon award of a grant through Gila River Indian Community. D. Request approval of a resolution recognizing fallen firefighters and emergency services personnel. Superior Court: E. Request approval of the FY20 Fill the Gap Grant Application in the amount of $148,259.11. These funds are generated from court fines and fees and set aside for necessary court operations within Apache County. The State requires the application submission each fiscal year. F. Request approval of a Letter of Understanding between the Superior Court, Apache County and the law firm of Holland, Saline and Lewis regarding indigent defense contract legal services. Committee members consisting of Judge Perkins, Judge Gunnels, Attorney Bryce Hamblin, Attorney Mike Penrod and Chief Deputy County Attorney Joe Young recommend this law firm. Human Resources: G. St. Johns, Road Yard: Request approval to eliminate a Road Maintenance Worker II Position (Range 37) and create two Road Maintenance Worker I positions (Range 34). H. Clerk of the Court: Request approval to convert a Courtroom Clerk III position (Range 35) to a Courtroom Clerk II position (Range 31). I. Emergency Management: Discussion and possible approval to update the job descriptions for the Emergency Management Department. Vote was unanimous.

Angela Romero, Election Director, requested based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint Lynda R. Tanner to the Vernon Precinct. **Mr. Shepherd moved approval, seconded by Mr. Simshauser**. Vote was unanimous.

Angela Romeo, Election Director, requested approval to cancel the special district election for the Concho Wastewater Improvement District. Mrs. Romero stated this action is due to not receiving any candidate filings and recommended approval. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Angela Romero, Election Director, requested approval based on the recommendation of the Democratic Party County Chairman, Steven C. Begay, determine vacancies exist in the office of precinct committeeman and appoint Larry Westbrook for the Ft. Defiance Precinct; Patricia Reed, Joanne Peshlakai and Agnes Reed for the St. Michaels Precinct; Caralee Cubbage for the Springerville Precinct; Virginia Dotson for the Vernon Precinct; Allan S. Begay for the Wheatfields Precinct. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Chief Brannon Eagar, on behalf of the Sheriff's Office, requested approval to accept medical kits donated by Alpine Fire Department for use in Sheriff's Office District I vehicles. **Mr. Simshauser moved approval, seconded by Mr. Shepherd**. Vote was unanimous.

Chief Brannon Eagar, on behalf of the Sheriff's Office, requested approval to accept a grant for the United States Forest Service in the amount of $11,553.75 with no match required. Chief Eagar stated these funds are used to pay Apache County Sheriff's Deputies overtime to patrol the Apache-Sitgreaves National Forest to provide additional patrol at a minimal cost to the county during weekends and busy holidays. **Mr. Simshauser moved approval, seconded by Mr. Shepherd**. Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of the Contract Addendum and Change Order between Apache County and Creative Multimedia, Inc. doing business as CMI Engineering and the amendment will result in a contract increase of $81,000. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to enter into a Professional Services Contract with Cannon Consultants, LLC, to design a bridge deck for County Road 1009 in Greer. Mr. Crosby stated the cost of the design is estimated at $20,400 and will be paid using District III HURF funds. **Mr. Simshauser moved approval, seconded by Mr. Shepherd**. Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of a 7-year lease/purchase for one 950M Wheel Loader for the limestone pit at a cost of $34,695 from Empire Machinery, using National Intergovernmental Purchasing Agreement (NIPA) – City of Tucson Contract. **Mr. Shepherd moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Kerry Pena, on behalf of Emergency Management, requested approval of a Memorandum of Agreement (MOA) between Apache County Emergency Management & Preparedness and the Federal Emergency Management Agency for the Integrated Public Alert & Warning System (IPAWS) –Open Platform for Emergency Networks (OPEN) regarding the use of Apache County Emergency Management & Preparedness Interoperable Systems(s) and IPAWS OPEN. **Mr. Shepherd moved approval, seconded by Mr. Simshauser**. Vote was unanimous.

Michael Whiting, County Attorney, requested following a possible executive session for legal advice pursuant to A.R.S. §38-431.03(3), discussion and possible approval of a Settlement Agreement with the Navajo Nation to provide additional voting outreach in Apache County and resulting in dismissal of CV2018-08329. Mr. Whiting stated the Navajo Nation filed a lawsuit against Apache, Navajo and Coconino Counties and the issues have been resolved and did not believe an executive session was needed. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

- Eastern Arizona Counties Organization meeting on September 18, 2019 at 3:00 p.m. located at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

- The Small Counties Forum meeting on September 18, 2019 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

- The County Supervisors Association meeting on September 19, 2019 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

Chairman Shirley opened the floor for call to the public.

Billie Bell, a resident of Apache County stated she is running for the office of School Superintendent and introduced herself to the Board.

Lydia Hill, Transportation Supervisor for Sanders School District requested the County grade and maintain the roads, so the school vehicles don't get damaged driving on the roads.

Fred Footracer, a representative from Houck Chapter and requested assistance with putting in a road for a new cemetery in Sanders, Arizona.

James Watchman, Jr., Houck Chapter Vice President, requested assistance with the maintenance of roads within the Sanders School District. Mr. Watchman stated there is confusion as to which district maintains certain bus routes and would like clarification. Mr. Watchman requested the roads near the Houck Chapter be placed under District III instead of District II since the District III Road Yard is closer to the area. Mr. Watchman requested the roads be graded and dust suppressant applied on the roads.

Art Modica stated he would like the county to have a representative on the Lower Colorado Water Shed. Mr. Modica stated there is confusion as to who is representing Apache County in the litigation and he would like to get some answers.

Chairman Shirley referred all concerns brought up in the call to the public to County Manager Patterson.

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

Approved this 1st day of October 2019.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 9/24/19

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

Request approval of the tax exemption for the Apache County Museum for parcel 203-36-234 pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization.

BOS Meeting Date Requested 10/1/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

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Approved by the BOS Oct. 20, 2015

PO BOX 146
180 W Cleveland
St. Johns, AZ 85936

928.337.4737
https://achistoricalsociety.wixsite.com/achs

Apache County HISTORICAL SOCIETY MuseuM

RECEIVED
SEP 25 2019
Board of Supervisors
Apache County, AZ

Apache County Board of Supervisors
75 West Cleveland Street
St. Johns, AZ 85936

September 25, 2019

To the Board of Supervisors of Apache County,

The Apache County Historical Society Museum is a non-profit organization/property located in St. Johns. Through a series of oversights, we did not get our tax-exempt paperwork filed with the Assessor's office before the March 1st deadline. We are asking for forgiveness for this oversight and hope that you will approve our late filing of the proper paperwork to remain tax-exempt for the current billing year.

Thank you for your consideration in this matter.

Sincerely,

Dolly Patterson

Dolly Patterson, Board President
Apache County Historical Society Museum
PO Box 146
St. Johns, AZ 85936

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Date/Signature: Brennan Egan 9-23-19

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

Sheriff's Office: Discussion and possible approval to convert two Administrative Assistant II positions (Range 30), to two Administrative Assistant III positions (Range 34). This change will result in a cost of approximately $3,830.00.

BOS Meeting Date Requested October 1, 2019

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature

Other Review:

Signature:

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

032408

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM date/time stamp

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

Angela Romero/Election Department

Date/Signature: 09/03/19 Angela C. Romero

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

1. Discussion and possible approval, based on the recommendation of the Democratic Party County Chairman, Steven C. Begay, determine vacancies exist in the office of precinct committeeman and appoint Dorothy M. Keedah for the Ft. Defiance Precinct; Susie M. Wilson and Clara Lincoln for the St. Michaels Precinct; Lydia Whiterock for the Wide Ruins Precinct; Carl Slater, Dorothy L. Ashley and Donna Whitehair for the Window Rock Precinct.

BOS Meeting Date Requested 10/01/19

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Constables

Date/Signature: 9-19-19

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

Requesting approval to accept a grant from Arizona Constables Ethics Standard and Training Board in the amount of $1585.44 to purchase and install mobile radios in Constables vehicles for all three precincts for the ability to contact Sheriffs office dispatch in an emergency in non-service areas, Utilizing Apache County Sheriffs frequencies.

Total cost to Apache County $0.00

BOS Meeting Date Requested October 1st, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review: SHERIFFS OFFICE

Signature

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

State of Arizona
Constable Ethics, Standards & Training Board

September 18, 2019

Constable Lance Pearce
PO Box 308
St Johns, AZ 85936

Dear Constable Pearce:

Congratulations. Your recent application to the State of Arizona's Constable Ethics, Standards & Training Board equipment grant program for **Radios** has been approved for funding in the amount of **$1,585.44.**

In order to advance your project and receive funding, the requisite contracts must be completed and executed by the authorized individual in your county.

Please find enclosed two (2) original copies of the Grant Award Contract for Grant No. **CNA20-103.** Both originals must be completed and signed by the authorized individual in your county (usually a manager, board of supervisors, etc). Return one signed original to the Constable Ethics, Standards & Training Board at the above listed address and retain one original for the county records. Upon receipt, funds will be encumbered for your projects and, as called for in your approved proposals, funds will be released to advance your project.

Be sure to review all pages of the contract and ensure that all necessary information is returned. Incomplete contracts will further delay the release of funds for your project.

We must also verify the correct mailing address for grant payments is registered in the state's AFIS system. When you submit request for payment, we need to send to the appropriate entity/address at your county. We don't currently have a copy of the county's Arizona W9, so at your earliest convenience, please email us a copy at cestb@azcapitolconsulting.com to show the appropriate address payments will need to be mailed to so they can be properly recorded in your county.

When requesting funds, please refer to the requirements in the deliverables section on pages 7 & 8 of the contract.

Again, congratulations on your funding award.

Sincerely,

Tracy Unmacht

Administrator

PO Box 13116. Phoenix, AZ 85002
Phone: (602) 343-6280 Fax: (602) 712-1252
cestb@azcapitolconsulting.com / https://cestb.az.gov

ORIGINAL

CONSTABLE ETHICS, STANDARDS & TRAINING BOARD
GRANT AWARD CONTRACT
GRANT NO. CNA20- 103

Project Title: Radios

Grant Award Amount: $ 1,585.44

This Agreement Shall Become Effective: Upon the date a fully-executed original is received by the Constable Ethics, Standards and Training Board ("Board").

Termination Date: June 30, 2020. This agreement expires on this date unless prior written approval for an extension has been obtained from the Board. The Board in its sole discretion may approve an extension to further the goals and objectives of this Grant Award Contract, and to determine the length of any extension..

TERMS OF AGREEMENT

This Grant Award Contract is entered into by **APACHE (GRANTEE)**, and the **BOARD**, through its Chairman pursuant to authority granted to the Board by A.R.S. § 22-137 and A.R.S. § 22-138 and in accordance with A.R.S. § 41-2701 *et seq*. The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual terms, statutes and regulations governing the expenditure of Board funds.

This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE	BOARD
Signature of Authorized Individual **Date**	**Signature of Authorized Individual** **Date**
	Mike Cobb 9-18-19
Typed Name & Title (BELOW):	**Typed Name & Title (BELOW):**
	Mike Cobb **Chairman**

Definitions

As used throughout this Grant Award Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Board" means the State of Arizona Constable Ethics, Standards & Training Board.
2. "Chairman" means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. "Deliverables" means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. "Grant Application" means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. "Grant Award Contract" means this Grant Award Contract between the Board and Grantee.
6. "Grant Award Contract Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. "Records" means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. "Scope of Work" means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word "shall" means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. "State" means the State of Arizona, including the Board.

General Requirements

1. Governing Law and Dispute Resolution This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

2. Terms of this Grant Award Contract The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.

3. Licenses, Permits and Authorizations Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.

4. Modification and Amendment This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.

5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.

6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.

7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.

8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.

9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.

10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.

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

12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.

13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.

14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.

16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.

17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.

18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

Indemnification

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.

2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter referred to as "Claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.

3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of such contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered und the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

Termination of Grant Award Contract

1. Suspension or Debarment The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.

2. Termination for Convenience The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

3. Termination for Default The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.

4. Non-Availability of Funds Every payment obligation of the Board under this Grant Award Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.

6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

Non-Discrimination

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

Payments

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.

2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.

    a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.

    b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to

requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.

3. Conditions of Payment Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.

4. Default If the Board determines that the Grantee is in default in the performance of any obligation under this Grant Award Contract, the Board may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

5. IRS W-9 If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.

6. Recoupment of Payments The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

Ownership of Information

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

Notices

Whenever notice is required pursuant to this Grant Award Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Grant Award Contract, notice shall be delivered in person or by certified mail, return receipt requested. Notices, correspondences and payments on behalf of the Board to the Grantee shall be sent to:

- Grantee Name: _____
- Grantee Mailing Address: _____
- Grantee City: _____
- Grantee Zip Code: _____
- Grantee Telephone Number: _____
- Grantee Fax Number: _____
- Grantee E-Mail Address: _____

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board
  PO Box 13116
  Phoenix, Arizona 85002
  Telephone: 602-343-6280
  Facsimile: 602-712-1252

E-mail: cestb@azcapitolconsulting.com

Deliverables

1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.

2. The Grantee shall identify the grant contract number in all reports submitted to the Board.

3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.

4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:

    a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
    b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

SCOPE OF WORK
ADDENDUM A

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 9/23/19

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

County Manager: Discussion and possible appointment of a member of the Board of Supervisors to serve as a board member on the Blue Hills Environmental Executive Committee.

BOS Meeting Date Requested 10/1/19

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Approved by the BOS Oct. 20, 2015

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: Yvette Green 9-23-19

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

Discussion and possible approval to award the CMAR Construction Service Contract to Nicoll Construction for a guaranteed maximum price of $1,370,177.00. (The Lodge, Teen Legacy Center)

BOS Meeting Date Requested: October 1, 2019

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

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Approved by the BOS Oct. 20, 2015

APACHE COUNTY SUPERIOR COURT

"THE LODGE" LEGACY TEEN CENTER

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES CONTRACT

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CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES CONTRACT

THIS CONTRACT, made and entered by and between APACHE COUNTY, hereinafter designated the "Owner" and Nicoll Construction, hereinafter designated the "Construction Manager at Risk" or "CM@Risk"

RECITALS

A. The Owner's Board is authorized and empowered to execute contracts for construction services.

B. The Owner intends to construct the "THE LODGE" LEGACY TEEN CENTER, as more fully described in Exhibit A attached, hereinafter referred to as the "Project". The Project located in Eagar, Arizona.

C. To undertake the design of said project the Owner has entered into a contract with Historic Streetscapes PLLC Architects, hereinafter referred to as the "Design Professional."

D. The CM@Risk has represented to the Owner the ability to provide construction-management-at-risk services and to construct the Project and based on this representation the Owner engages the CM@Risk to provide these services and construct the Project.

E. A Contract has been executed previously between Owner and CM@Risk to perform design phase services. Those services may continue for the duration of this contract.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and the CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

"Contract" means this written document signed by the Owner and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

"Application and Certificate for Payment" – The form that is proposed by the CM@Risk and if accepted by the Owner shall be used by the CM@Risk in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the Owner.

"Change Directive" means a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" means a type of contract amendment issued after execution of this Contract or future GMP Amendments signed by Owner and CM@Risk, agreeing to changes to a GMP. The Change Order will state their agreement upon all of the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Amount; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.

"Owner" means the APACHE COUNTY with whom CM@Risk has entered into this Contract and for

whom the services are to be provided pursuant to said Contract.

"Project Manager" means the firm designated in Subparagraph 8.3.1.2.

"Owner's Senior Representative" means the person designated in Subdivision 8.3.1.1.

"Construction Contract Time(s)" – The number of days or the dates related to the construction phase that as stated in Construction Documents applies to the achievement of Substantial and final Completion of the Work.

"Construction Documents" means certain plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

Construction Fee – The CM@Risk's administrative costs, home office overhead, and profit, as applicable to the construction of this project, whether at the CM@Risk's principal or branch offices.

"CM@Risk" means the firm selected by the Owner to provide construction services as detailed in this Contract.

"CM@Risk's Contingency" means a fund to cover cost growth during construction of the project used at the discretion of the CM@Risk usually for costs that result from project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk's Contingency is described in Subdivision 5.3.1.

"CM@Risk's Representative" means the person designated in Subdivision 8.3.2.2.

"CM@Risk's Senior Representative" means the person designated in Subdivision 8.3.2.1.

"Contract Documents" means the following items and documents in descending order of precedence executed by the Owner and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Contract, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Contract Amount" means the amount or amounts set forth in Article 5.

"Contract Time" means the Days as set forth in Article 4 which includes the period of time including authorized adjustments allotted in the Contract Documents for Substantial Completion of the Work.

"Cost of the Work" means the direct costs necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, inspections, and related items. The Cost of the Work shall not include the CM@Risk's Construction Fee, General Conditions Costs, and taxes.

"Critical Path Method" means a scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest total time required to complete the project. Delay in completion of the identified activities will cause a delay in achieving Substantial Completion.

"Day(s)" mean calendar days unless otherwise specifically noted in the Contract Documents.

"Design Phase Contract" means the agreement between the Owner and CM@Risk the for Services provided by the CM@Risk during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimate, subcontractor bid phase services, GMP preparation and other services set forth in the Contract or reasonably inferable

therefrom.

"Design Professional" means a qualified, licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" means 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up and commissioning activities.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"General Conditions Costs" includes, but is not limited to the following types of costs for the CM@Risk during the construction phase: (i) payroll costs for project manager or CM@Risk for work conducted at the site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the site, (vii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants working at the site during construction on behalf of the CM@Risk or Subcontractors but not in their direct employ.

"Guaranteed Maximum Price" or "GMP" means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CM@Risk's Contingency.

"GMP Plans and Specifications" means the plans and specifications upon which the Guaranteed Maximum Price proposal is based.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" means the directive issued by the Owner, authorizing the CM@Risk to start Work.

"Owner's Contingency" means a fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner's contingency will be set solely by the Owner and will be in addition to the project costs included in the CM@Risk's GMP packages. Use and management of the Owner's contingency is described in Division 5.3.2.

"Performance Period" means the period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.

"Project" means the work to be completed in the execution of this Contract as amended and as described in the Recitals above and in Exhibit A attached.

"Project Record Documents" means the documents created pursuant to Section 2.10.

"Samples" means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

"Schedule of Values" means a statement furnished by the CM@Risk to the Project Manager for approval, reflecting the portions of the GMP allotted for the various parts of the work and used as the basis for evaluating the CM@Risk's periodic Application and Certificate for Payment.

"Shop Drawings" mean drawings, diagrams, schedules and other data specially prepared for the Work by the CM@Risk or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which the Project is located.

"Specifications" means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" means an individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the construction phase Work at the site for which the CM@Risk is responsible.

"Submittals" means documents and/or things that may be produced or presented by one party for consideration review or such other actions as may be required by this Contract by another party, entity or person.

"Substantial Completion" means the established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents so that the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended. Requirements for Substantial Completion may include, but are not limited to: (i) Approval by the Owner or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy); (ii) all systems in place, functional, and displayed to, and accepted by, the Owner or it's representative; (iii) Owner operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) Operational and Maintenance manuals and final Project Record Documents delivered to the Owner or Design Professional for review.

"Supplier" means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

"Work" means the entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 - CM@RISK'S SERVICES AND RESPONSIBILITIES

2.1 General Services

2.1.1 The CM@Risk shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the Owner. All Work will be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CM@Risk in Apache County Arizona. The Work shall be to the satisfaction of the Owner and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1.2 CM@Risk's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. CM@Risk's Representative shall communicate regularly with Owner but not less than once a week and shall be vested with the authority to act on behalf of CM@Risk. CM@Risk's Representative may be replaced only with the written consent of Owner.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CM@Risk shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. Copies of these permits and notices must be provided to the Project Manager prior to starting the permitted activity.

2.2.2 CM@Risk is responsible for the cost of water and electric meter(s), water, electric, and sewer taps, fire lines and taps, and all utility bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are the CM@Risk's responsibility.

2.3 Preconstruction Conference

2.3.1 Prior to the commencement of any Work, the Project Manager or designee will schedule and conduct a Pre-construction conference.

2.3.2 The purpose of this conference is to establish a working relationship between the CM@Risk, utility firms, and various Owner agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Record Project Documents required and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed date will be concurred to by the parties or set by the Owner at the Preconstruction Conference. After the meeting and upon receipt of a signed contract and delivery of the required bonds and insurance in a Owner approved format, a Notice to Proceed letter will be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion will be listed and/or as set forth in Article 1 herein. Failure by the CM@Risk to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it will not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

2.3.4 The CM@Risk shall provide a Schedule of Values based on the categories used in the buy out of the Work but not greater than the approved GMP and identifying the CM@Risk's Contingency.

The Schedule of Values will subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMP Schedule. The Schedule of Values shall be subject to approval by the Project Manager.

2.3.5 Minimum attendance by the CM@Risk to the conference shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the Owner or a separate contractor, CM@Risk shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.

2.4.2 CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CM@Risk's Representative or the CM@Risk's Superintendent shall be present at the Site at all times that construction activities are taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Division, the Owner may require the CM@Risk to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CM@Risk's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the Owner for resolution before proceeding with the work.

2.4.6 The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner in writing within three days.

2.4.7 The CM@Risk shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by the CM@Risk or any Subcontractor who, in the opinion of the Owner, does

not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the Owner, be removed from the Work by CM@Risk or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the Owner. The CM@Risk or Subcontractor shall indemnify and hold the Owner harmless from damages or claims that may occur in the enforcement of this Section.

2.4.9 CM@Risk assumes responsibility to Owner for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CM@Risk shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, CM@Risk agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the Site reasonably free from debris, trash and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.5.2 CM@Risk shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Owner and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CM@Risk shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in any occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CM@Risk shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CM@Risk.

2.5.5 The Owner and/or other entities may be conducting operations within nearby buildings and outdoor areas. The CM@Risk will be required to perform work in a manner that will minimize the disruption of such activities. Prior to beginning construction operations, the CM@Risk shall propose and receive Owner approval of the perimeter of a work area necessary for safe and efficient operations over which the CM@Risk shall maintain control during the construction period. CM@Risk shall not unreasonably encumber the site with materials or equipment. CM@Risk shall perform in a manner that safeguards the health, safety and welfare of all neighboring persons.

2.5.6 Protection of the Site and the Work from weather, theft, damage and all other adversity is solely the responsibility of the CM@Risk.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way the CM@Risk proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 The CM@Risk shall review, approve, verify, and submit to the Owner five copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the CM@Risk that are not required by the Contract Documents may be returned without action.

2.6.3 The CM@Risk shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the Owner or Owner's designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, the CM@Risk represents that the CM@Risk has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 The CM@Risk shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner 's approval of Shop Drawings, Product Data, Samples or similar Submittals unless the CM@Risk has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The CM@Risk shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the Owner's approval thereof.

2.6.6 The CM@Risk shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the Owner on previous Submittals.

2.6.7 Informational Submittals upon which the Owner is not expected to take responsive action shall be so identified.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the Owner. Any material rejected by the Owner shall be removed immediately and replaced in an acceptable manner.

2.7.3 If the first and/or subsequent tests indicate noncompliance with the Contract Documents, CM@Risk's Contingency cannot be utilized for the cost of re-testing.

2.7.4 If the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the CM@Risk, unless otherwise provided in the Contract Documents.

2.7.6 CM@Risk's convenience and quality control testing and inspections shall be the sole responsibility of the CM@Risk and paid by the CM@Risk.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CM@Risk may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CM@Risk in writing to the Owner.

2.8.3 The CM@Risk shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.8.6 The CM@Risk if requested by the Owner shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The Owner will make the final decision and will notify the CM@Risk in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the Owner does not respond in a timely manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, the CM@Risk shall maintain at the jobsite a full-size set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.9.2 The CM@Risk shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The CM@Risk shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's.
- Addenda and other details not on original Contract Drawings.

2.9.3 The CM@Risk shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.4 The CM@Risk shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.5 The CM@Risk shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.9.6 The CM@Risk shall as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the Owner or its representative for review and comment.

2.9.7 Upon receipt of the reviewed Project Record Drawings from the Owner, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the Owner within 14 Days:

2.9.7.1 The CM@Risk shall prepare a complete set of electronic Project Record Drawings in AutoCAD format. The Design Professional will provide files of the original Construction Documents to the CM@Risk for the use of preparing these final Project Record Drawings or the CM@Risk may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.7.2 The CM@Risk shall provide a complete set of reproducible mylars from the final AutoCAD drawings.

2.9.7.3 The CM@Risk shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CM@Risk shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. CM@Risk's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors and others as applicable.

2.10.5 CM@Risk and Subcontractors shall comply with all Legal Requirements relating to safety.

2.10.6 CM@Risk will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

2.11.1 CM@Risk warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CM@Risk's warranty obligation shall be for two years, except for such greater period as may be required by the technical specifications. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section or the Contract Documents. CM@Risk will provide Owner with all manufacturers' warranties upon Substantial Completion. Nothing in this warranty is intended to limit any other remedy at law that may be available to the Owner.

2.12 Correction of Defective Work

2.12.1 CM@Risk agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.11 above, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the Owner by law. A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CM@Risk shall take meaningful steps to commence correction of such nonconforming Work as notified by the Owner or as discovered by the CM@Risk. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps during the performance of the Work, Owner, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that Owner will commence correction of such nonconforming Work with its own forces.

2.12.3 CM@Risk shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.11 and/or Section 2.12.1 above within seven days of receipt of written notice from Owner. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within such seven-day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that Owner will commence correction of such nonconforming Work with its own forces.

2.12.4 If Owner does perform such corrective Work, CM@Risk shall be responsible for all reasonable costs incurred by Owner in performing such correction.

2.12.5 For nonconforming Work that creates an emergency requiring an immediate response, the CM@Risk will respond and initiate corrections within twenty-four hours.

2.12.6 The period referenced in Division 2.11 and 2.12 above applies only to CM@Risk's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding CM@Risk's other obligations under the Contract Documents or as may be allowed by law.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with CM@Risk and perform its responsibilities and obligations in a timely manner to facilitate CM@Risk's timely and efficient performance of the Work and so as not to delay or interfere with CM@Risk's performance of its obligations under the Contract Documents.

3.2 Project Manager

3.2.1 The Owner has entered into a contract with the Project Manager identified in 8.3.1.2. The Project Manager shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit CM@Risk to fulfill its obligations under the Contract Documents.

3.2.2 Project Manager shall also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.3 Design Professional Services

3.3.1 The Owner has contracted separately with a Design Professional to provide construction administration of the project. The Design Professional's contract as well as other firms hired by the Owner shall be available for review by the CM@Risk. The CM@Risk shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the Owner and Design Professional.

3.3.2 The Owner may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The Owner and CM@Risk shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the Owner informed of progress of the Work and any noted defects and deficiencies of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work. The Design Professional may have authority to reject construction that does not conform to the Construction Documents and to require additional inspection or testing of the construction.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon the CM@Risk's Submittals such as Shop Drawings, Product Data and Samples.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or CM@Risk. The Design Professional's response to such requests will be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders, and may authorize minor changes in the Work as provided in Division 6.6.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the CM@Risk.

3.4 Owner's Separate Contractors

3.4.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by the CM@Risk, the Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with the CM@Risk.

ARTICLE 4 - CONTRACT TIME

4.0. Contract Time

4.0.1. Contract Time shall start with the Notice to Proceed for GMP No. 1 and end with Final Completion.

4.0.2. Each GMP will establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices To Proceed. The Performance Period for GMP No. 1 shall be _____ days starting with the NTP.

4.0.3. CM@Risk agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.

4.0.4. All of the times set forth in this Article 4 shall be subject to adjustment in accordance Article 6.

4.0.5. Time is of the essence, for times and time matters set forth in Article 4 and the rest of this Contract.

4.1. Substantial Completion

4.1.1. Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

4.1.2. Prior to notifying the Owner in accordance to Division 4.1.3 below, the CM@Risk shall inspect the Work and prepare and submit to the Owner a comprehensive list of items to be completed or corrected. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents.

4.1.3. CM@Risk shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4. Within five (5) days of Owner's receipt of CM@Risk's notice, Owner and CM@Risk will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and CM@Risk's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6. Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Division 4.1.5 above, (ii) CM@Risk and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and CM@Risk agree that Owner's use or occupancy will not interfere with CM@Risk's completion of the remaining Work.

4.2. Final Completion. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, Owner and CM@Risk will jointly inspect to verify that the remaining items of Work have been completed as set forth in Division 4.1.5. The Owner will issue a Final Completion Letter and payment pursuant to Section 7.5.

4.3. Liquidated Damages

4.3.1. CM@Risk understands that if Substantial Completion is not attained within the Contract Time as adjusted, Owner will suffer damages that are difficult to determine and accurately specify. CM@Risk agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CM@Risk shall pay the Owner one thousand dollars per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2. CM@Risk understands that if Final Completion is not attained within the Contract Time as adjusted, Owner will suffer damages which are difficult to determine and accurately specify. CM@Risk agrees that if Final Completion is not attained within the Contract Time as adjusted, CM@Risk shall pay the Owner one thousand dollars per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4. **Project Master Schedule**

4.4.1. The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by the CM@Risk.

4.4.2. The Project Master Schedule shall be revised by the CM@Risk as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3. Updated Project Master Schedules shall be submitted monthly by the CM@Risk to the Owner as part of the Payment Request.

4.4.3.1. CM@Risk shall provide Owner with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2. With each schedule submittal the CM@Risk shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFI's), as appropriate.
- Current and anticipated delays including:
  - Cause of the delay
  - Corrective action and schedule adjustments to correct the delay
  - Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion.
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests
  - Other items
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar days ahead.
  - If behind schedule, the number of calendar days behind.
- Other project or scheduling concerns

4.4.4. Owner's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as

relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5. The Project Master Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2. The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3. The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4. The CPM diagram schedule shall be based upon activities that coincide with the Schedule of Values.

4.4.5.5. The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6. The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.

4.4.5.7. The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site.

4.4.6. The Project Master Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7. Float time shall be as prescribed below:

4.4.7.1. The total Float within the overall schedule is not for the exclusive use of either the Owner or the CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

4.4.7.2. The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3. Since Float time within the schedule is jointly owned, it is acknowledged that Owner-caused delays on the Project may be offset by Owner-caused timesaving's (i.e., critical path Submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes that result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all Owner-caused timesaving's are exceeded, and the Substantial Completion date is exceeded also.

ARTICLE 5- CONTRACT PRICE

5.0 The CM@Risk agrees at his own cost and expense to completely construct and install all Work and materials as called for by this Contract, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved Guaranteed Maximum Price (GMP).

5.1 Contract Price

5.1.1 The Contract Price will be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit B and an amount of $_____.00 for Owner's Contingency.

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs and the Construction Fee are firm fixed lump sums delineated in the GMP.

5.1.4 Taxes are deemed to include all sales, use consumer and other taxes that are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The Guaranteed Maximum Price is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and, CM@Risk's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts defined above. The CM@Risk is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the Actual Cost of Work and/or CM@Risk's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CM@Risk's Contingency, shall revert to the Owner.

5.2.2 The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Contract.

5.2.3 GMP amendments are cumulative except for the CM@Risk's Contingency. The amount of the CM@Risk's Contingency for each GMP will be negotiated separately.

5.2.4 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to Article 6. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CM@Risk's Contingency is an amount the CM@Risk may use at its own discretion for an increase in the Cost of Work. This Contingency may not be used for increases in General Conditions Costs without prior written approval of the Owner. CM@Risk's Contingency is assumed a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.3.1.1 When the CM@Risk utilizes CM@Risk's Contingency funds, the CM@Risk shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. The CM@Risk shall deduct the amount of CM@Risk's Contingency funds used from the CM@Risk's Contingency line item and add the same amount to the line item on the Schedule of Values where

the funds were used. If the CM@Risk's contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

5.3.2 Owner's Contingency are funds are funds to be used at the sole discretion of the Owner. Owner's Contingency will be added to the Contract Price to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency is assumed a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.4 Open Book.

5.4.1 The CM@Risk shall submit to the Owner upon written request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this section shall be included in all contracts between the CM@Risk and its Subcontractors and Consultants. The Owner may exercise its rights under this section as often as reasonably necessary in the Owner's sole judgment to assure the Owner has a complete and accurate understanding of all Project costs.

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME

6.0 Delays to the Work

6.0.1. If CM@Risk is delayed in the performance of the Work such as to cause a change in the date of Substantial Completion, and such delay is due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CM@Risk is responsible, the Contract Times for performance shall be reasonably extended by Change Order.

6.0.2. The CM@Risk shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3. By way of example, events that will entitle CM@Risk to an extension of the Contract Time include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4. If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion.

6.0.5. It is understood, however, that permitting the CM@Risk to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.

6.0.6. In addition to CM@Risk's right to a time extension for those events set forth in this Section, CM@Risk shall also be entitled to an appropriate adjustment of the Contract Price, provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that

are beyond the control of both CM@Risk and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.1. Differing Site Conditions

6.1.1. If in the performance of the Work CM@Risk finds latent, concealed or subsurface physical conditions which differ from the conditions CM@Risk should have reasonably anticipated, or are substantially different from owner-provided investigative reports, if any, or if physical conditions are substantially and materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement at this location (occurrence of shifting and expansive soils, clay soils, high water table, and stone expressly noted as commonly occurring in this area), then the GMP and/or the Scheduled Substantial Completion Date may be equitably adjusted by Change Order or other written instrument to the extent CM@Risk's cost and/or time of performance are actually and demonstrably adversely impacted by the Differing Site Condition, provided that CM@Risk shall have notified Owner in writing within three Days after the conditions are first observed by CM@Risk. CM@Risk shall provide such notice before the Differing Site Condition has been substantially disturbed or altered. CM@Risk agrees to indemnify and hold the Owner harmless against any claim for additional cost or time arising from unknown or allegedly unknown conditions if CM@Risk elects to proceed with the Work without written notification within the specified period.

6.2. Errors, Discrepancies and Omissions

6.2.1. If the CM@Risk observes errors, discrepancies or omissions in the Contract Documents, he shall notify the Design Professional and the Owner in writing within three days and request clarification.

6.2.2. If the CM@Risk proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.3. Owner Requested Change in Work

6.3.1. The Owner reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or are in the Owner's best interest.

6.3.2. Such alterations and changes shall not invalidate this Contract nor release the surety and the CM@Risk agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3. The Owner will request a proposal for a change in Work from CM@Risk, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4. Legal Requirements

6.4.1 The Contract Price and/or Contract Times shall be adjusted to compensate CM@Risk for the effects of any changes in the Legal Requirements enacted after the date of the Contract or the date of the GMP, affecting the performance of the Work

6.5. Change Directives and Change Orders

6.5.1. Owner and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms

of the adjustment.

6.5.2. All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents

6.6. Minor Changes in the Work

6.6.1. The Owner has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be by written order and shall be binding on the Owner and CM@Risk. The CM@Risk shall carry out such written orders promptly.

6.6.2. CM@Risk may make minor changes in Work, provided, however that CM@Risk shall promptly inform Owner, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CM@Risk.

6.6.3. Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.

6.7. Contract Price Adjustments

6.7.1. The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1. Unit prices set forth in the Contract or as subsequently agreed to between the parties;

6.7.1.2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; and

6.7.1.3. Costs, fees and any other markups.

6.7.2. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit B.

6.7.3. If an increase or decrease cannot be agreed to as set forth in items 6.7.1.1 through 6.7.1.3 above and Owner issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Contract. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5. If Owner and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and CM@Risk shall resolve the disagreement pursuant to Article 8 hereof.

6.7.5.1. As part of the negotiation process, CM@Risk shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations.

6.7.5.2. If the parties are unable to agree and Owner expects the CM@Risk to perform the services in accordance with Owner's interpretations, CM@Risk shall proceed to perform the disputed services,

conditioned upon Owner issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.

6.7.6. Emergencies. In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Division shall be determined as provided in this Article.

ARTICLE 7- PROCEDURE FOR PAYMENT

7.0. For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner and to the Owner's satisfaction, the Owner agrees to pay the said CM@Risk the actual Cost of the Work and any applicable General Conditions Costs, including insurance, bonding, taxes and the CM@Risk's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific work under this Contract will be made in accordance with payment provisions detailed below.

7.1. GMP Payment Request

7.1.1. At the pre-construction conference prescribed in Section 2.4, CM@Risk shall submit for Owner's review and approval a Schedule of Values. The Schedule of Values will serve as the basis for monthly progress payments made to CM@Risk throughout the Work.

7.1.2. At least five (5) working days prior to the date established for a Payment Request, the CM@Risk shall submit an updated Project Master Schedule and meet with the Project Manager to review the progress of the Work as it will be reflected on the Payment Request.

7.1.3. The Payment Request shall constitute CM@Risk's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

7.1.4. The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1. For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and Owner shall receive the equipment and materials free and clear of all liens and encumbrances.

7.1.4.2. For materials and equipment stored off the Site, the Owner must approve the storage. The material and equipment must be stored within Yuma County or other sites as may be approved and be accessible for Owner's inspection. The CM@Risk must establish Owner title to such materials and equipment or otherwise protect the Owner's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3. All bonds and insurance required for stored materials shall name the Owner as the loss payee to the extent of its interest in the stored materials.

7.1.5. CM@Risk shall submit to Owner on a monthly basis either on or about the first of the month.

7.2. Payment of GMP

7.2.1. Owner shall make payment in accordance with A.R.S. 34-607. Payment will be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

7.2.2. Owner shall pay CM@Risk all amounts properly due. If Owner determines that CM@Risk is not entitled to all or part of a Payment Request, it will notify CM@Risk in writing within (7) days after the date Payment Request is received by the Owner. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM@Risk must take to rectify Owner's concerns. CM@Risk and Owner will attempt to resolve Owner's concerns. If the parties cannot resolve such concerns, CM@Risk may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3. Retention on GMP

7.3.1. Owner will retain ten percent (10%) of each Payment Request amount provided, however, that when fifty percent (50%) of the Work has been completed by CM@Risk, upon request of the CM@Risk, Owner may at its sole discretion reduce the amount retained to five percent (5%) from CM@Risk's subsequent Payment Requests if in the judgment of the Owner, CM@Risk's performance of work has been satisfactory.

7.3.2. In lieu of retention, the CM@Risk may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona. Full documentation shall be provided to the Owner as to the nature and amounts of any such securities prior to the commencement of work.

7.3.2.1. CDs assigned to the Owner must be maintained at the Owner's servicing bank in the form of time deposit receipt accounts.

7.3.2.2. Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3. CDs and Securities shall be assigned exclusively for the benefit of APACHE COUNTY.

7.4. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to CM@Risk all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two-and-one-half times (2.5) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5. Final Payment

7.5.1. After receipt of a final Payment Request, Owner shall make final payment 60 days after the receipt by the Owner, provided that CM@Risk has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the Owner.

7.5.2. At the time of submission of its final Payment Request, CM@Risk shall provide the following information:

7.5.2.1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

7.5.2.2. A general release executed by CM@Risk waiving, upon receipt of final payment by CM@Risk, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment; and

7.5.2.3. Consent of CM@Risk's surety, if any, to final payment.

7.6. Payments To Subcontractors or Supplier

7.6.1. CM@Risk shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the Owner. The CM@Risk shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the Owner with each progress payment. In addition, any reduction of retention by the Owner to the CM@Risk shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CM@Risk shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the CM@Risk. No Contract between CM@Risk and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2. If the CM@Risk fails to make payments in accordance with these provisions, the Owner may take any one or more of the following actions and CM@Risk agrees that the Owner may take such actions:

7.6.2.1. To hold the CM@Risk in default under this Contract;

7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3. Reject all future offers to perform work for the Owner from the CM@Risk for a period not to exceed one year from Substantial Completion date of this Project; or

7.6.2.4. Terminate this Contract.

7.6.3. If CM@Risk's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended, and shall further hold the Owner harmless from any ensuing damages, claims or costs.

7.6.4. Should the Owner fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5. CM@Risk shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

7.7. Record Keeping and Finance Controls

7.7.1. Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the Owner and CM@Risk shall be kept on a generally

recognized accounting basis and shall be available for three years after Final Completion of the Project.

7.7.2. The Owner, its authorized representative, and/or the appropriate agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

7.7.3. The Owner reserves the right to decrease Contract Price and/or payments made on this Contract if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

7.7.4. The CM@Risk shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the Owner, its authorized representative, and/or the appropriate agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5. The Owner reserves the right to decrease Contract Price and/or payments made on this Contract if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 8- CLAIMS AND DISPUTES

8.0. Requests for Contract Adjustments and Relief.

8.0.1. If either CM@Risk or Owner believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Contract.

8.0.3. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CM@Risk and Owner will first attempt to resolve disputes or disagreements at the field level

through discussions between CM@Risk's Representative and Owner's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CM@Risk's Representative and Owner's Representative, CM@Risk's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

8.1.4 If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will take place in Yuma, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, unless other procedures are agreed upon by the Parties.

8.1.5 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Contract must be filed in APACHE COUNTY Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Contract, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2. Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, CM@Risk shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and Owner.

8.3. Representatives of the Parties

8.3.1. Owner Representatives

8.3.1.1. Owner designates the individual listed below or his designee as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.1.3:

Ferrin Crosby
Apache County Engineer
PO Box 238
St. Johns, AZ 85936

8.3.1.2. Owner designates the firm listed below as its Project Manager, which firm has the authority and responsibility set forth in Paragraph 3.2:

Torrison Consulting LLC
2079 N. 134th Avenue
Goodyear, Arizona 85395

8.3.2. CM@Risk's Representatives

8.3.2.1. CM@Risk designates the individual listed below as its Senior Representative ("CM@Risk's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Division 8.1.3:

----------, Title
Address
Owner, State Zip Phone Number

8.3.2.2. CM@Risk designates the individual listed below as its CM@Risk's Representative, which individual has the authority and responsibility set forth in Division 8.1.2:

----------, Title
Address
Owner, State Zip Phone Number

ARTICLE 9 – SUSPENSION AND TERMINATION

9.0. Owner's Right to Stop Work

9.0.1. Owner may, at its discretion and without cause, order CM@Risk in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2. CM@Risk may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by Owner.

9.1. Termination for Convenience

9.1.1. Upon receipt of written notice to CM@Risk, Owner may, at its discretion and without cause, elect to terminate this Contract. In such event, Owner shall pay CM@Risk only the direct value of its completed Work and materials supplied as of the date of termination. CM@Risk shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2. If the Owner suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such termination, the CM@Risk shall proceed with the following obligations.

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the work terminated. CM@Risk shall ensure that all subcontracts contain this same termination for convenience provision set forth in Section 9.1 et seq.

9.1.3.4 At the Owner's sole discretion and if requested in writing by the Owner, assign to the Owner all right, title and interest of the CM@Risk under the subcontracts subject to termination.

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to the contract that is in the possession of the CM@Risk and which the Owner has or may acquire an

interest.

9.1.4 The CM@Risk shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.1.5 The Owner shall pay CM@Risk the following.

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CM@Risk's failure to perform as required under this contract.

9.1.5.3 CM@Risk shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it appears the CM@Risk would have sustained a loss on the entire Work had they been completed, the CM@Risk shall not be allowed profit and the Owner shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 The CM@Risk shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2. Owner's Right to Perform and Terminate for Cause

9.2.1. If the Owner provides the CM@Risk with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CM@Risk fails to comply in the period of time specified, the Owner may have work accomplished by other sources at the CM@Risk's expense.

9.2.2. If CM@Risk persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Divisions 9.2.3 and 9.2.4 below.

9.2.3. Upon the occurrence of an event set forth in Division 9.2.2 above, Owner may provide written notice to CM@Risk that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of CM@Risk's receipt of such notice.

9.2.3.1. If CM@Risk fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to CM@Risk of its intent to terminate within an additional seven (7) day period.

9.2.3.2. If CM@Risk, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to CM@Risk of such declaration.

9.2.4. Upon declaring the Contract terminated pursuant to Subdivision 9.2.3.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CM@Risk hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5. In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed and accepted by the Owner prior to its default.

9.2.6. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from CM@Risk's default.

9.2.7. If Owner improperly terminates the Contract for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

ARTICLE 10 - INSURANCE AND BONDS

10.0. Insurance Requirements

10.0.1 CM@Risk and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the CM@Risk, his agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

10.0.3 The Owner in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the work under this Contract by the CM@Risk, his agents, representatives, employees, or subcontractors. CM@Risk is free to purchase such additional insurance as it may determine necessary.

10.1 Minimum Scope and Limits of Insurance

10.1.1 CM@Risk shall provide coverage with limits of liability not less than those stated below:

10.1.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate/for this Project	$2,000,000/$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: APACHE COUNTY shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk".

10.1.1.2 Automobile Liability - Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

The policy shall be endorsed to include the following additional insured language: APACHE COUNTY shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk, including automobiles owned, leased, hired or borrowed by the CM@Risk".

10.1.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$500,000
Disease - Each Employee	$500,000
Disease – Policy Limit	$500,000

10.1.1.4 Builders' Risk Insurance or Installation Floater $_____
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

10.1.1.5 XXXX, the CM@Risk, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the work shall be Named Insureds on the policy.

10.1.1.6 Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

10.1.1.7 Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the Yuma County Library District, has an insurable interest in the property required to be covered.

10.1.1.8 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the Owner.

10.1.1.9 Policy must provide coverage from the time any covered property becomes the responsibility of the CM@Risk, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

10.1.1.9.1 Policy shall contain a waiver of subrogation against XXXXXX.

10.1.1.10 CM@Risk is responsible for the payment of all policy deductibles.

10.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

10.2.1 APACHE COUNTY, the Owner, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Contract.

10.2.2 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Contract.

10.2.4 The policies shall contain a waiver of subrogation against APACHE COUNTY, the Owner, and their officers, officials, agents, and employees for losses arising from work performed by the CM@Risk for the Owner.

10.3 Notice of Cancellation

10.3.1 Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the Owner. Such notice shall be sent directly to the Owner Contracts Division and shall be sent by certified mail, return receipt requested.

10.4 Acceptability of Insurers

10.4.1 Insurance is to be placed with insurers duly licensed companies in the state of Arizona with an "A.M. Best" rating of A-,7, or as approved by the Owner and licensed in the State of Arizona with policies and forms satisfactory to the Owner. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CM@Risk shall furnish the Owner with certificates of insurance (ACORD form or equivalent approved by the Owner) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All certificates and endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

10.5.3 All certificates required by this Contract shall be sent directly to Owner. The Owner project description shall be noted on the certificate of insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the Owner's requirements, the contractor must submit a current insurance certificate (dated within 15 days of the payment request submittal) with each payment request form. The payment request will be rejected if the insurance certificate is not submitted with the payment request.

10.6 Subcontractors

10.6.1 CM@Risk's' certificate(s) shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval

10.7.1 Any modification or variation from the insurance requirements in this Contract shall require prior written approval from the Owner, whose decision shall be final. Such action will not require a formal Contract amendment.

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Contract, the CM@Risk must provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

10.8.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Contract.

10.8.3 The bonds shall be made payable and acceptable to APACHE COUNTY.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CM@Risk shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-7, or better for the prior four quarters" by the A.M. Best Company.

ARTICLE 11 - INDEMNIFICATION

11.1 CM@Risk's Liability and Indemnification.

11.1.1 To the fullest extent permitted by law, the CM@Risk shall defend, indemnify and hold harmless APACHE COUNTY, the Owner, their agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CM@Risk, its employees, agents, or any tier of subcontractors in the performance of this Contract. CM@Risk's duty to defend, hold harmless and indemnify APACHE county, the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the CM@Risk or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the CM@Risk may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

ARTICLE 12 – GENERAL PROVISIONS

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Contract, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) Dated ------- and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Contract to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract

12.1.4 The headings used in this Contract, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire Contract between Owner and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments

12.2.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence

12.3.1 Owner and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations

12.4.1 Owner and CM@Risk commit at all times to cooperate fully with each other, and proceed on the

basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation and Further Documentation

12.5.1 The CM@Risk agrees to provide the Owner such other duly executed documents as shall be reasonably requested by the Owner to implement the intent of the Contract Documents.

12.6 Assignment

12.6.1 Neither CM@Risk nor Owner shall, without the written consent of the other assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.

12.7 Successorship

12.7.1 CM@Risk and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 Third Party Beneficiary

12.8.1 Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the Owner and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of Owner and the CM@Risk and not for the benefit of any other party.

12.9 Governing Law

12.9.1 The Contract and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, APACHE COUNTY, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 Severability

12.10.1 If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 Compliance with Federal Laws

12.11.1 CM@Risk understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these laws in performing the Contract Documents and to permit the Owner to verify such compliance.

12.12 Legal Requirements

12.12.1 CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all

notices applicable to the Work as required by the Legal Requirements.

12.13 It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the Design Professional and Owner in writing, describing the apparent variance or deficiency.

12.14 Independent Contractor

12.14.1 The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the Owner the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the Owner as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 Owner's Right of Cancellation

12.15.1 All parties hereto acknowledge that this Contract is subject to cancellation by the OWNER pursuant to applicable provisions of the Arizona Revised Statutes.

12.16 Survival

12.16.1 All warranties, representations and indemnifications by the CM@Risk shall survive the completion or termination of this Contract.

12.17 Covenant against Contingent Fees

12.17.1 The CM@Risk warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no official or employee of APACHE COUNTY has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, APACHE COUNTY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver

12.18.1 The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 Notice

12.19.1 Unless otherwise provided, any notice, request, instruction or other document to be given under this Contract by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:
to Owner:

_____

With a copy to Project Manager and Design Professional.

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Contract by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Contract, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

With a copy to Project Manager and Design Professional.

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.20 Equal Opportunity

12.20.1 The CM@Risk shall comply with the provisions of this Contract, including the requirements pertaining to discrimination and accepting applications or hiring employees. The CM@Risk shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The CM@Risk will ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The CM@Risk further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CM@Risk.

The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project. The CM@Risk further agrees that the two paragraphs will be incorporated in all subcontracts with all

labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

"Any Party (Subcontractor), in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

The CM@Risk further agrees that the above two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

12.21 Confidentiality of Plans & Specifications

12.21.1 Any plans or specifications received regarding this project are for official use only. They may not be shared with others except as required to fulfill the obligations of this Contract.

12.21.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CM@Risk shall include the following language: "These plans are official use only and may not be shared with others except as required to fulfill the obligations of the Contract with the APACHE COUNTY.

12.22 CM@Risk and Subcontractor Employee Security Inquiries

12.22.1 The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CM@Risk shall take such other measures as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.22.2 Security Inquiries. CM@Risk acknowledges that all of the employees that it provides pursuant to this Contract shall be subject to background and security checks and screening ("Security Inquiries"). CM@Risk shall perform all such security inquiries and shall make the results available to Owner for all employees considered for performing work (including supervision and oversight) under this Contract. Owner may make further security inquiries. Whether or not further security inquiries are made by Owner, Owner may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CM@Risk for performing work under this Contract. Employees rejected by Owner for performing services under this Contract may still be engaged by CM@Risk for other work not involving the "THE LODGE" TEEN CENTER. An employee rejected for work under this Contract shall not be proposed to perform work under other Owner contracts or engagements without Owner 's prior approval.

12.22.3 Criteria for Evaluating Security Inquiries. Once formally adopted by Owner, criteria for excluding an individual from performing work under this Contract shall be communicated by Owner to

CM@Risk and used by CM@Risk as a factor in making its decision. Prior to such adoption, CM@Risk shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Contract, specific local concerns that deal with the specific work and work location(s) of the project, and standards used by Owner in evaluating its own personnel.

12.22.4 Additional Owner Rights Regarding Security Inquiries. In addition to the foregoing, Owner reserves the right to: (1) have an employee/prospective employee of CM@Risk be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CM@Risk 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CM@Risk performing work (including supervision and oversight) under this Contract.

12.22.5 Terms of This Provision Applicable to all of CM@Risk Contracts and Subcontracts. CM@Risk shall include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

12.22.5 Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract, as set forth above, are material to Owner's entry into this Contract and any breach thereof by CM@Risk may, at Owner's option, sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Contract. Such termination shall subject CM@Risk to liability for its breach of contract.

12.23 Hazardous Materials

12.23.1 Unless included in the Work, if the CM@Risk encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the Owner.

12.23.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CM@Risk shall not resume work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the Owner may agree, in writing, to continue work in non-affected areas onsite.

12.23.3 An extension of Contract Time may be granted in accordance with Article 6.

12.23.4 The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.24 Computer Systems. CM@Risk shall warrant fault free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work.

12.25 Traffic Control. CM@Risk will comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

IN WITNESS WHEREOF, two (3) identical counterparts of this Contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

The CM@Risk agrees that this Contract, as awarded, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount(s), per the terms and conditions of the Contract.

Guaranteed Maximum Price:

(Written Amount)

$1,370,177.00

APACHE COUNTY, Owner

By:_____

(Name)
(Legal Entity)

By:_____

Title:_____

(Corporate Seal)

EXHIBIT A - PROJECT DESCRIPTION

EXHIBIT B – APPROVED GMP PROPOSAL

EXHIBIT C – TECHNICAL SPECIFICATIONS

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,370,177
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,370,177
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 0.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 0.00	
b. 0 % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,370,177

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
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2. Net change by Change Orders			$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 1,370,177
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 0.00
5. RETAINAGE:			
a. 10 % of Completed Work (Column D + E on G703)	$	0.00	
b. 0 % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 0.00
8. CURRENT PAYMENT DUE			$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 1,370,177

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATIONON DATE:
PERIOD TO:
PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	$5,714.00			$0.00	$0.00	0%	$5,714.00	$0.00
2	Sitework	$26,500.00			$0.00	$0.00	0%	$26,500.00	$0.00
3	Termite Treatment	$2,800.00			$0.00	$0.00	0%	$2,800.00	$0.00
4	Concrete	$125,000.00			$0.00	$0.00	0%	$125,000.00	$0.00
5	Masonry	$23,710.00			$0.00	$0.00	0%	$23,710.00	$0.00
6	Metals	$6,400.00			$0.00	$0.00	0%	$6,400.00	$0.00
7	Lumber	$87,979.34			$0.00	$0.00	0%	$87,979.34	$0.00
8	Glue Lam Beam/Trusses	$71,125.00			$0.00	$0.00	0%	$71,125.00	$0.00
9	Carpentry	$34,716.50			$0.00	$0.00	0%	$34,716.50	$0.00
10	Roofing	$66,355.00			$0.00	$0.00	0%	$66,355.00	$0.00
11	Doors & Hardware	$44,790.00			$0.00	$0.00	0%	$44,790.00	$0.00
12	Glass & Glazing	$57,500.00			$0.00	$0.00	0%	$57,500.00	$0.00
	GRAND TOTALS	$552,589.84	$0.00	$0.00	$0.00	$0.00	0%	$552,589.84	$0.00

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APPLICATION NO:
APPLICATIONON DATE:
PERIOD TO:
PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 10%
13	Insulation	$14,000.00			$0.00	$0.00	0%	$14,000.00	$0.00
14	Drywall & T&G & Ceiling Tiles	$52,750.00			$0.00	$0.00	0%	$52,750.00	$0.00
15	Plumbing	$56,500.00			$0.00	$0.00	0%	$56,500.00	$0.00
16	Electrical	$128,865.00			$0.00	$0.00	0%	$128,865.00	$0.00
17	N.E.C. Power to Jobsite	$15,000.00			$0.00	$0.00	0%	$15,000.00	$0.00
18	HVAC	$95,000.00			$0.00	$0.00	0%	$95,000.00	$0.00
19	Fire Protection	$19,800.00			$0.00	$0.00	0%	$19,800.00	$0.00
20	Fire Protection Underground	$18,000.00			$0.00	$0.00	0%	$18,000.00	$0.00
21	Paint	$19,120.00			$0.00	$0.00	0%	$19,120.00	$0.00
22	Flooring	$20,200.00			$0.00	$0.00	0%	$20,200.00	$0.00
23	Asphalt	$48,508.00			$0.00	$0.00	0%	$48,508.00	$0.00
24	Third Party Inspections - Western Tech	$6,157.52			$0.00	$0.00	0%	$6,157.52	$0.00
	GRAND TOTALS	$1,046,490.36	$0.00	$0.00	$0.00	$0.00	0%	$1,046,490.36	$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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APPLICATION NO:
APPLICATIONON DATE:
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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
25	Wood Insert/Wood Stove/Mantles	$18,062.06			$0.00	$0.00	0%	$18,062.06	$0.00
26	Millwork	$22,326.00			$0.00	$0.00	0%	$22,326.00	$0.00
27	Overhead	$54,344.00			$0.00	$0.00	0%	$54,344.00	$0.00
28	Profit	$108,688.00			$0.00	$0.00	0%	$108,688.00	$0.00
29	Bond 3.5%	$43,747.00			$0.00	$0.00	0%	$43,747.00	$0.00
30	Taxes (5.915%)	$76,520.00			$0.00	$0.00	0%	$76,520.00	$0.00
31					$0.00	$0.00	#DIV/0!	$0.00	$0.00
32					$0.00	$0.00	#DIV/0!	$0.00	$0.00
33					$0.00	$0.00	#DIV/0!	$0.00	$0.00
34					$0.00	$0.00	#DIV/0!	$0.00	$0.00
35					$0.00	$0.00	#DIV/0!	$0.00	$0.00
36					$0.00	$0.00	#DIV/0!	$0.00	$0.00
37					$0.00	$0.00	#DIV/0!	$0.00	$0.00
38					$0.00	$0.00	#DIV/0!	$0.00	$0.00
	GRAND TOTALS	$1,370,177.42	$0.00	$0.00	$0.00	$0.00	0%	$1,370,177.42	$0.00

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	1,046,490	
	40,388	
	1,086,878	
	163,032	
	54,344	108,688
	1,249,910	
	43,747	
	1,293,657	
	76,520	

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:

Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- Eastern Arizona Counties Organization Field Trip October 2 – 4, 2019 beginning at 8:00 a.m. the field trip sites are various locations throughout Cochise County. An itinerary of events and specific locations are available in the backup material posted on the County website or in the in the County Manager's Office.

- 4th Annual Fallen Firefighter Memorial & Appreciation Ceremony, October 5, 2019 at 11:00 a.m. at the Alpine Community Center, #17, County Road 2061Alpine, Arizona.

- The County Supervisors Association Legislative Summit October 28-30, 2019 at the Ak-Chin Resort, 15406 N. Maricopa Road, Maricopa, Arizona.

BOS Meeting Date Requested 10/1/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

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

Approved by the BOS Oct. 20, 2015

ECO 2019 Legislative Field Trip

(Final – September 5, 2019)

Rural Arizona involvement in water sustainable use and conservation

Impact of border issues on local law enforcement, government and citizens

Wednesday October 2, 2019

8:00 am Depart Capitol by bus and drive to Benson (157 miles / 3 hours) James to organize

11:00 am Lunch in Benson at Gracie's Station with the Southeastern Arizona Economic Development Group (George Scott) Peggy to organize

Kartchner Caverns focus (2 hours 30 minutes)

12:30 pm Drive to Kartchner Caverns (10 miles / 15 minutes)

12:45 pm Visit Kartchner Caverns (Cochise County to organize)

3:00 pm Drive to Wilcox (48 miles / 1 hour)

Vinery focus (3 hours)

4:00 pm Visit Pearce Bodega Vineyard (Peggy to organize & Cochise County to organize) Testing, hors d'oeuvre and dinner

7:00 pm Drive to Bisbee (76 miles / 1 ½ hour)

8:30 pm Check in at historic Copper Queen Hotel James to organize

Post dinner Enjoy a leisurely walk on your own in historic downtown Bisbee

Thursday October 3, 2019

7:30 am Breakfast at Copper Queen Hotel

Water Recharge focus (2 hours 30 minutes)

8:30 am Depart for Horseshoe Draw Sediment Control and Stormwater Recharge Project (25 miles / 30 minutes)

9:00 am Cochise County and Cochise Conservation and Recharge Network (CCRN) field presentation (Cochise County to organize)

10:00 am Depart for Palominas Flood Control and Recharge Project (10 miles / 15 minutes)

10:15 am Cochise County and Cochise Conservation and Recharge Network (CCRN) field presentation

11:00 am Depart for San Pedro House (20 miles / 30 minutes)

Border focus (4 hours)

11:30 am Chuck Wagon lunch Peggy to organize - Keynote Speaker: Cochise County Sherriff

1: 00 pm Depart to Cochise County Complex (17 miles / 20 minutes)

1: 30 pm Cochise County Sherriff, Cochise County Sheriff's Assist Team (SAT) and Southeastern Arizona Border Region Enforcement (SABRE) team presentation on impact of border issues on local law enforcement and local government (Cochise County to organize)

2:30 pm Depart for John Ladd's border ranch (10 miles / 15 minutes)

2:45 pm Commented tour of the border with Cochise County Sherriff Peggy to organize

3:30 pm Depart for Tombstone (34 miles / 45 minutes)

Tombstone focus (3 hours)

4:30 pm Gunfight at the OK Corral reenactment, downtown, historic courthouse (Cochise County to organize)

6:45 pm Dinner in at Longhorn Restaurant Tombstone (Cochise County to organize)

8:00 pm Depart for Bisbee (24 miles / ½ hour)

8:30 pm Arrival at Copper Queen Hotel in Bisbee

Friday October 4, 2019

Dairy Farm focus

8:00 am	Working Breakfast at Copper Queen Hotel Coronado Farms presentation (Moria White) (Peggy to organize)
9:00 am	Depart for Capitol (208 miles / 3 ½ hours)
12:30 pm	Arrival at Capitol

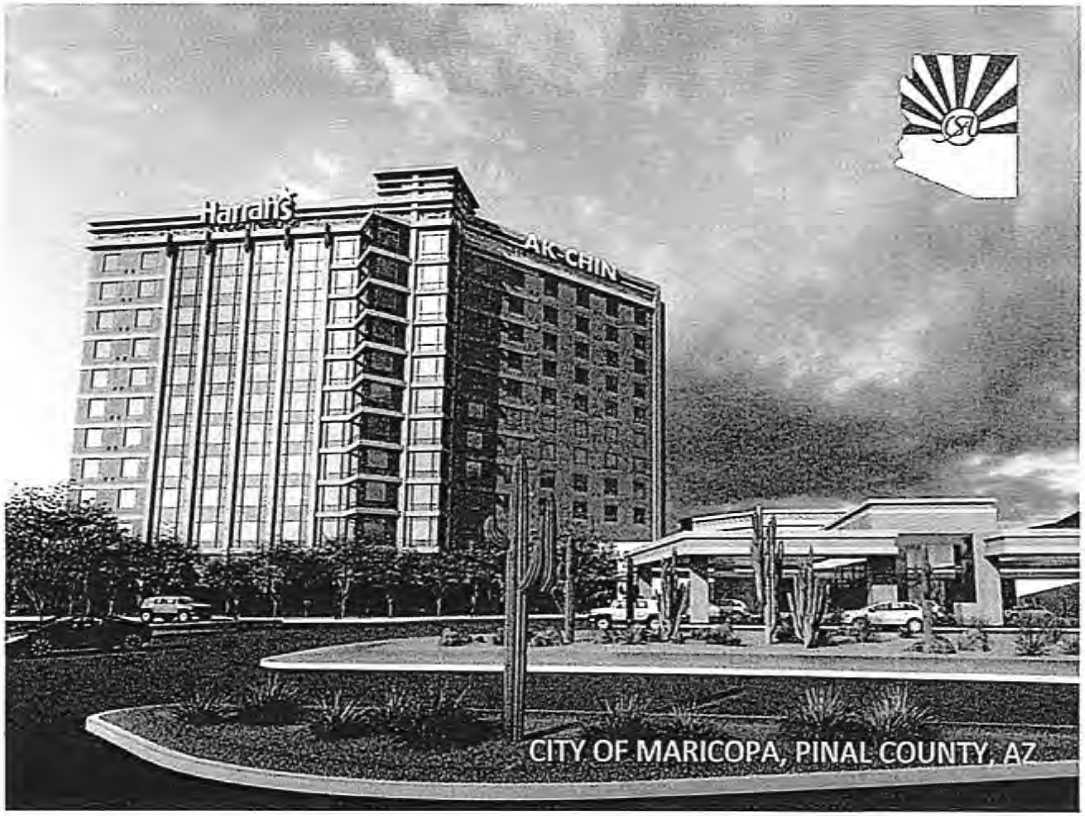
2019
Fourth Annual
Fallen Firefighter Memorial
AND
Firefighter Appreciation Ceremony

October 5th at 11:00 a.m.
Alpine Community Center

FREE ADMISSION

SUPPORTED BY THE ALPINE COMMUNITY
RESIDENTS AND BUSINESSES

2019 CSA LEGISLATIVE SUMMIT



October 28 - 30

Save the Date!

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 9/23/19

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 10/1/19

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

Approved by the BOS Oct. 20, 2015