



Joe Shirley, Jr.
Vice Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Nelson Davis
Chairman, District III

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

October 4, 2022

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

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
October 4, 2022**

1. Discussion and possible approval of Amendment #1 to the Flu and Pneumonia Vaccination Services Agreement between the Apache County Public Health Services District, Arizona Local Government Employee Benefit Trust (AZLGEBT) and Rural Arizona Health Group Trust (RAGHT), replacing Section II(1)(A), Section II (5), Exhibit A and B, effective October 1, 2022.
2. Discussion and possible approval of the Intergovernmental Agreement Contract No. CTR060578 for immunization services, effective July 1, 2022, to June 30, 2027. This contract serves to increase immunization coverage levels of children 0-18 years of age and adults 19 and older, in the amount of \$50,000. This has been budgeted for in FY23.
3. Discussion and possible approval of the Governor's Office of Highway Safety Grant, effective October 1, 2022, through September 30, 2023, in the amount of \$10,000. This grant helps purchase car seats and provides education on proper installation. This has been budgeted for in FY23.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
October 4, 2022**

1. 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 6, 2022, and October 4, 2022. 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 6, 2022.
- *C. Request approval of Memorandum of Understanding with Commnet Wireless, LLC regarding distributing of matching funds for broadband project. This distribution does not affect the FY23 budget.
- *D. Request approval of Franchise Agreement with Commnet Wireless, LLC regarding use of rights-of-way to install fiber optic cable. This agreement does not affect the FY23 budget.
- *E. Request approval of the Information Technology Department reorganization. This will result in a cost savings of \$51,556.
- *F. District II: Request approval to hire a Planning & Engineer Manager within the salary range.

Community Development:

- *G. Request approval of a Conditional Use Permit allowing Michael & Toni Bragiel to store their personal travel trailer on their 0.72-acre property. Property is located in Greer, AZ 85927. A.P.N. 102-08-020B. Planning & Zoning commission recommended approval on March 10, 2022.

Election Department:

- *H. Request approval of all Election Board Workers, Poll Workers, Equipment Management and Election Day Technicians for the upcoming November 8, 2022 General Election.
- *I. Request approval of the designated polling places for the upcoming November 8, 2022 General Election.

2. Sheriff's Office: Discussion and possible approval of the Governor's Office of Highway Safety STEP Enforcement Overtime grant in the amount of \$5,000. This has been budgeted for in FY23.
3. Sheriff's Office: Discussion and possible approval of Franchise Agreement with Commnet Wireless, LLC regarding the use of Right-of-way to install fiber optic cable. This agreement does not affect the FY23 budget.
4. Emergency Management: Discussion and possible approval of an extension to Grant #SFA 19-104 from Arizona Department of Forestry and Fire Management for the rewrite of the Apache County Community Wildfire Protection Plan, through June 30, 2023.
5. 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 29th day of September 2022 @ 2:45 p.m. by 



Ryan N. Patterson
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Kimberly Cole, Assistant Director ACPHSD

Date/Signature: 08/31/2022

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 for Flu and Pneumonia Vaccination Services between ACPHD and Arizona Local Government Employee Benefit Trust and Rural Arizona Health Group Trust (AZLGEBT/RAGHT) Amendment #1 replacing Section II(1)(A), Section II (5), Exhibit A and Exhibit B effective 10/01/2022.

BOS Meeting Date Requested 10/04/2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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 #1**

The Agreement for Flu and Pneumonia Vaccination Services between Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust (hereafter "AZLGEBT/RAGHT") on the one hand, and Apache County Health Department, on the other hand, dated effective October 1, 2021 (the "Agreement"), is hereby amended effective October 1, 2022 as noted below. All other terms of the Agreement not previously amended remain in full force and effect.

1. 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 for AZLGEBT/RAGHT beneficiaries using the following billing codes:

Procedure	Procedure Code	Reimbursement Rate
i. Adult flu vaccine (under 65)	90686	\$42.03
ii. Flu vaccine (over 65)	90694	\$81.18
iii. Pneumonia PCV20	90677	\$342.80
iv. Shingrix Zoster/Shingles Vaccine	90750	\$196.40

2. Section II(5) shall be deleted in its entirety and replaced with the following:

5. Notices. Any and all notices or other communications required or permitted hereunder or by law to be served on or given to a party hereto by the other party shall be in writing and shall be deemed to have been duly given if delivered or mailed, by first class mail, postage prepaid, to such party at such party's address as set forth below:

AZLGEBT/RAGHT

c/o Gallagher Benefit Services, Inc.
Attn: Missy Jenson
333 East Osborn Road, Ste. 270
Phoenix, AZ 85012

Apache County Health Department

Attn: Kimberly Cole, Assistant Public Health Director
P.O Box 697
St. Johns, Arizona 85936

3. The currently in force Exhibits “A” and “B” shall be deleted in their entirety and replaced with the following:

EXHIBIT A

AZLGEBT/RAGHT Vaccination Schedule

Date	Time	Location
10/18/2022	10:00am-11:00am (local time)	Chinle Road Yard Hwy 191, Chinle
10/18/2022	11:30am-12:30pm (local time)	Ganado Road Yard Hwy 264, Ganado, Ganado
10/18/2022	2:00pm-3:00pm	Sanders/Chambers Road Yard US-191 Frontage Road, Chambers
10/19/2022	8:30am-11:30am	St. Johns Annex: Board Room 75 W. Cleveland St., St. Johns
10/19/2022	1:00pm-2:00pm	Sheriff's Office/ Jail 370 S. Washington St., St. Johns
10/20/2022	8:30am-11:30am	Town Hall: Johnson/Udall Room 418 E. Main Street, Springerville

EXHIBIT B



Apache County Public Health Services District
Injectable Flu Vaccine Consent Form

I have had an opportunity to consult with Apache County Professionals or their agent regarding any questions I may have about the immunization program. I reviewed and/or received a copy upon request of the Privacy Notice & Patient Rights Documents. I understand the risk associated with the influenza vaccine as described and the conditions under which I or my child should not get the influenza vaccine. I hereby voluntarily request and authorize the Apache County Public Health Services District or their agents to administer the influenza vaccine to the child/child.

In consideration of receipt of the influenza vaccine, I hereby release and discharge Apache County Public Health Services District and/or their agents from all claims and demands, of whatever nature, resulting from the administration of the vaccine to the child/child.

CIRCLE THE ANSWER TO EACH QUESTION		
Is the person to be vaccinated sick today? (If mild viral symptoms and the temperature below 100, vaccine can be given). People on antibiotics over 24 hours can be given the vaccine.	yes	no
Does the person to be vaccinated have an allergy to an ingredient of the vaccine? (Rashes, hives, and systemic anaphylactic symptoms, etc.)	yes	no
Has the person to be vaccinated ever had a serious reaction to influenza vaccine in the past?	yes	no
Has the person to be vaccinated ever had Guillain-Barre Syndrome?	yes	no

I have read the information about the injectable influenza vaccine and have truthfully answered all the questions on this form. I have also received a copy of the vaccination information statement for the injectable influenza vaccine. I have had a chance to ask questions and fully understand the benefits and risks of the injectable influenza vaccine. My signature below indicates my permission for the injectable influenza vaccine to be given to the patient listed above.

_____	_____ / ____ / ____
Printed Name of Patient	Date
_____	_____
Signature of Patient or Guardian	Relationship to the Patient

Do not write below

Date	Influenza Fluaval GSK Fluad/Seqirus	Lot #	Exp Date	Route RD ID RVL LVL	Vaccine Administrator _____, RN
____ / ____ / ____	____	____	____	____	____
Date	Pneumo PCV20	Manufacture/Lot #		Route RD ID RVL LVL	Vaccine Administrator _____, RN
____ / ____ / ____	____	____		____	____
Date	Shingrix/ Zostavax	Manufacture/Lot #		Route RD ID RVL LVL	Vaccine Administrator _____, RN
____ / ____ / ____	____	____		____	____



Apache County Public Health Services District (2022)

Patient Information

Last Name	First Name	Middle Name	Date of Birth	Age	Gender M F
Mailing address		City	State	Zip Code	
Phone Number			Email		

Check ALL that apply

☐ Has health insurance (attach copy of card (both sides) or fill in below):

Insurance Provider: _____ AZLGEBT _____ RAGHT

Subscriber Name: _____ Subscriber Date of Birth: _____

Insurance ID Number: _____

Insurance Group Number: _____

☐ Has AHCCCS

Program: _____ ID#: _____

☐ Has No Insurance

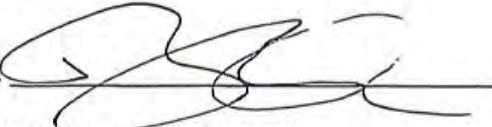
Initial: _____ I consent to the release of information about all vaccinations given to me to the Arizona State Immunization Information System, other health care providers and schools, in order to avoid receiving unnecessary vaccinations.

Initial: _____ (AZLGEBT participants only) I consent and authorize for my name to be released to Vitality Group, LLC for incentive purposes.

Please complete both front and back of form

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the day and year stated below to be effective October 1, 2022.

AZLGEBT:

By: 

Ryan Patterson, Chairperson
Name, Title

1115 Stockton Hill Rd. Suite 101
Address

Kingman, AZ 85042
City, State

(928)753-4700
Telephone Number

Date: _____

RAGHT:

By: 

Ryan Hackmann, Chairperson
Name, Title

1115 Stockton Hill Rd. Suite 101
Address

Kingman, AZ 85042
City, State

(928)753-4700
Telephone Number

Date: 8/29/2022

Apache County Health Department

By: 

Kim Cole Asst. Director
Print Name, Title

PO Box 697
Address

St. Johns, AZ 85936
City, State

928-337-7926
Telephone Number

Date: 9-1-22

REVIEWED AND APPROVED AS TO FORM:



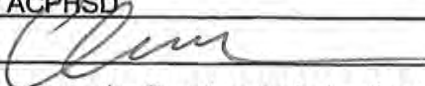
Date: August 28, 2022

Michael E. Hensley, Legal Counsel for Trusts

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

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

Kimberly Cole Assistant Director ACPHSD

Date/Signature: 09/06/2022 

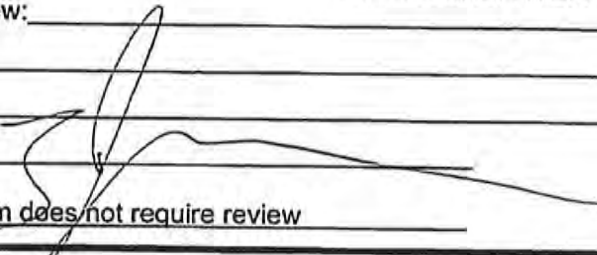
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the Intergovernmental Agreement (IGA) Contract No. CTR060578 Immunization Services effective 07/01/2022 – 06/30/2027. The activities in this contract are for the purpose of increasing immunization coverage levels of children zero to eighteen (0-18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. The award amount is up to \$50,000 and has been budgeted for FY23.

BOS Meeting Date Requested: 10/04/2022

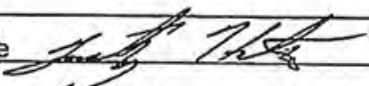
PRE-AGENDA ITEM REVIEW

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 _____

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



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR060578

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

Procurement Officer
Kailee Gray

Project Title: Immunization Services

Begin Date: July 1, 2022

Geographic Service Area: Apache County

Termination Date: June 30, 2027

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- | | |
|--|--|
| ☒ | Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182. |
| ☐ | Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| ☐ | School Districts: A.R.S. §§ 11-951, 11-952, and 15-342. |
| ☐ | City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix. |
| ☐ | City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe. |

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: Apache County
Address: 75 West Cleveland Street, 2nd Floor
St. Johns, AZ 85936

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

E-mail: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign _____ Date _____

Print Name and Title _____

This Contract shall henceforth be referred to as Contract

No. CTR060578 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 202_

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's 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 of Person Authorized to Sign _____ Date _____

Print Name and Title _____

Contract, No. CTR060578, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature

Date

Assistant Attorney General:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060578	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060578	TERMS AND CONDITIONS

2. Contract Type.

This Contract shall be:

☒ Fixed Price

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the 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.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060578	TERMS AND CONDITIONS

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060578	TERMS AND CONDITIONS

information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. **Contract Changes**

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend 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 collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. Exclusions. Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. Default. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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8. Description of Materials The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
 - 8.2.1. Of a quality to pass without objection in the Contract description;
 - 8.2.2. Fit for the intended purposes for which the Materials are used;
 - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to

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minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

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

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

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10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of 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 (Title 41).

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

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14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Unique Entity Identifier (UEI) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal

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entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

22. Authorization for Provision of Services

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 the funds authorized. The Contractor shall only be authorized to perform services up to the amount of 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 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

24. CIVIL RIGHTS ASSURANCE STATEMENT. The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

25. AMERICANS WITH DISABILITIES ACT OF 1990.

25.1 The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

25.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

26. FEDERAL FUNDING. Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.

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- 26.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 26.2 Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.
- 26.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.
- 26.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 26.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 26.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 26.8 Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 26.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 26.10 Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 26.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 26.12 Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds

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for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.

- 26.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 26.14 Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 26.15 Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entity's fiscal year-end at the attached **Link**: <https://harvester.census.gov/facweb/default.aspx/>
- 26.16 Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 26.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
- Link: System for Award Management** <https://www.sam.gov/portal/public/SAM/>
- 26.18 Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid UEI profile and active registration with the System for Award Management (SAM) database.
- 26.19 GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- 26.20 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 26.21 GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

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1. Background

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the U.S. Department of Health and Human Services Healthy People website. All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

2. Objective

- 2.1. Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.2. Provide vaccines to children and adults in accordance with recommendations of the CDC Advisory Committee on Immunization Practices (ACIP);
- 2.3. Assess and improve immunization coverage levels for children and adults;
- 2.4. Assure access to vaccines for eligible populations in Arizona; and
- 2.5. Prevent and control Vaccine-Preventable Diseases (VPD).

3. Scope of Service

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

4. Tasks

4.1. Activity One (1) Immunization Action Plan (IAP)

- 4.1.1. Develop and implement an annual IAP to ensure that immunization coverage levels in the County's child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the CDCs "The Community Guide" chapter on Vaccination. At a minimum, the IAP must contain the following:
 - 4.1.1.1. The current delivery method of immunization services in the public sector to include the number of immunization clinics, the location of clinics, the dates and times of clinics, and documentation of any changes made to delivery services for the purpose of increasing immunization coverage levels;
 - 4.1.1.2. The identified strategies to assist and coordinate efforts to provide immunizations to the community, to include county-specific time frames and process for conducting Reminder/Recall activities;
 - 4.1.1.3. The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including State reports and locally gathered statistics; and
 - 4.1.1.4. A description of how activities will accomplish the objectives and tasks within this Scope of Work and address low or lagging coverage rates,

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- 4.1.2. Share the IAP and Immunization Quality Improvement for Providers (IQIP) Assessment Reports with the Medical Director, Local Health Officer (LHO), and/or other staff for review and/or approval as dictated by county health department protocol.
- 4.2. Activity Two (2) Child and Adolescent Immunizations
 - 4.2.1. Collaborate with public and private sector organizations, such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to promote child and adolescent immunizations in an effort to raise coverage levels, striving to reach Healthy People immunization rates located at U.S. Department of Health and Human Services Healthy People website. The Contractor shall:
 - 4.2.1.1. Be enrolled as a VFC provider and comply with the program requirements as defined in the Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;
 - 4.2.1.2. Be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics sites or other venues;
 - 4.2.1.3. Provide immunizations to eligible children and adolescents, zero through eighteen (0-18) years of age, in accordance with ACIP recommendations;
 - 4.2.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from the Arizona State Immunization Information System (ASIIS), or a record produced from a county-specific software program. The LIRC may be ordered by using the Forms Request Order form located at:

<https://www.azdhs.gov/documents/preparedness/epidemiology-disease-control/immunization/forms-request.pdf>.
 - 4.2.1.5. In collaboration with AIPO staff, participate in and complete an annual on-site VFC compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use The Standards for Child and Adolescent Immunization Practices and the CDC General Best Practice Guidelines for Immunization to assist with development of clinic policy and procedures. The compliance visit shall include:
 - 4.2.1.5.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFC eligibility and reporting data to ASIIS;
 - 4.2.1.6. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees; and
 - 4.2.1.7. Enhance VFC vaccination capacity. Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate children within the community.
- 4.3. Activity Three (3) Adult Immunizations
 - 4.3.1. Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels, striving to reach Healthy People immunization rates. The Contractor shall:

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- 4.3.1.1. If participating in the VFA program, be enrolled as a VFA provider and comply with the program requirements as defined in the Arizona VFA Program Provider Enrollment Agreement, the Arizona VFA Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;
- 4.3.1.2. Be responsible for compliance with VFA storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues;
- 4.3.1.3. Provide immunizations to eligible adults, nineteen years of age and older (19+), in accordance with ACIP recommendations;
- 4.3.1.4. Distribute an immunization record to those who are immunized; may use the Arizona LIRC, an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using the Forms Request Order form;
- 4.3.1.5. *Use the Standards for Adult Immunization Practices to develop and implement strategies to increase immunization rates of special adult populations, such as, but not limited to, college students, educators, healthcare workers, and child care employees;*
- 4.3.1.6. In collaboration with AIPO staff, participate in and complete an annual on-site VFA compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use The Standards for Adult Immunization Practices and the CDC General Best Practice Guidelines for Immunization to assist with development of clinic policy and procedures. The compliance visit shall include:
 - 4.3.1.6.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFA eligibility and reporting data to ASIIS.
- 4.3.1.7. Participate, when able, in TAPI coalition's Community Awareness and Provider Awareness committees.

4.4. Activity Four (4) Arizona State Immunization Information System (ASIIS)

- 4.4.1. Enroll in ASIIS (<https://asiis.azdhs.gov>) and use this state registry system to place publicly-purchased vaccine orders; manage inventory of publicly-purchased vaccine; report, within thirty (30) days of administration date, immunizations administered to all children and adults who consent to entry into ASIIS; and retrieve information reported by other Arizona providers.
 - 4.4.1.1. Adhere to ARS 36-135, ARS 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: <https://www.azleg.gov/arstitle/>.
 - 4.4.1.2. Adhere to guidelines posted at the ASIIS website (<http://azdhs.gov/phs/asiis/>);
 - 4.4.1.3. Refer to the VFC and VFA Operations Guides;
 - 4.4.1.4. Ensure internet access for program personnel who will be using ASIIS;
 - 4.4.1.5. Submit any and all immunization staff changes to ASIIS within five (5) days from the day the change occurred. Staff members who are no longer employed by the Contractor will be inactivated. Contractor will use the most current VFC/VFA Profile Change Form when submitting changes. The ASIIS Pledge to Protect Confidential Information form is verified online annually through the ASIIS system.

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4.5. Activity Five (5) Immunization Quality Improvement

4.5.1 AIPO will provide quality improvement assistance to the Contractor, on an annual basis, as part of the IQIP program. As part of the IQIP requirements, the Contractor shall receive the following assistance:

4.5.1.1 An annual in-person site visit from AIPO staff to include an ASIIS-based coverage rate report for children ages twenty-four to thirty-five (24-35) months and for adolescents aged thirteen (13) years, including a list of patients not up-to-date. The visit will include a discussion of current immunization practices and quality improvement goals,

4.5.1.2 Phone-based check-in calls at two (2) months and six (6) months post-site visit to include a discussion of the quality improvement objectives and any technical assistance requested by the Contractor, and

4.5.1.3 An email-based check-in at twelve (12) months post site visit, to include a follow-up coverage rate assessment, a discussion of progress toward quality improvement goals and any other technical assistance requested by the Contractor.

4.6. Activity Six (6) Reminder/Recall Activities

4.6.1. Conduct Reminder/Recall activities within time frames identified by the contractor in the IAP. Reminder/Recall activities will include notification to parents/guardians of all children and adolescents served by the county. These activities will include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any children and adolescents who are overdue for vaccinations, or who have missed an immunization visit,

4.6.2. May conduct Reminder/Recall activities for adults served by the County. These activities may include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any adults who are overdue for vaccinations, or who have missed an immunization visit, and

4.6.3. If selected as one of the IAP objectives, report Reminder/Recall activities and efforts in the Quarterly Progress Report and make reports available to AIPO during any compliance and/or review visits.

4.7. Activity Seven (7) Perinatal Hepatitis B Case Management

4.7.1. Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (<https://azdhs.gov/documents/preparedness/epidemiology-disease-control/immunization/healthcare-professionals/perinatal-hepatitis-b-manual.pdf>) and appoint a primary and back up Perinatal Hepatitis B coordinator. Office of Infectious Disease Services (OIDS) will provide the Contractor with county-specific information on HBsAg-positive (HBsAg+) identified pregnant women and infants. The Contractor shall then conduct the following activities and provide the state Perinatal Hepatitis B program with data on case management and services provided to the County's perinatal hepatitis B cases:

4.7.1.1. Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg+ mothers (including infants born to mothers whose HBV status is unknown or under investigation) are offered appropriate prophylactic treatment after birth;

4.7.1.2. Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post vaccination serologic testing (PVST) at nine to twelve (9-12)

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months of age (or one to two (1-2) months after the final dose of the vaccine series, if the series is delayed);

- 4.7.1.3. Implement measures to assure that all identified household/sexual contacts of HBsAg+ mothers in the County are offered testing (to include HBsAg and anti-HBs) for susceptibility and immunized if susceptible; and
- 4.7.1.4. Report to OIDS, at least quarterly, in a Department-provided format, data specified in Chapter eight (8) of the Perinatal B Prevention Program Manual on HBsAg+ women, their contacts, and infants born to HBsAg+ women.

4.8. Activity Eight (8) Community Outreach Education

- 4.8.1. As staffing and identified needs allow, promote immunizations, in partnership with public and private sector organizations, by using educational materials, social media, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods. If outreach education is selected as an IAP objective, then document these activities in the Quarterly Progress Report;
- 4.8.2. Conduct activities, as staffing allows, at immunization clinics to promote and increase attendance of children, adolescents, and adults, as appropriate, during events such as National Infant Immunization Week (NIIW) in April, Child Health Month (October), National Immunization Awareness Month (August), Influenza Vaccination Week (December), and other immunization promotional events;
- 4.8.3. If identified as an IAP objective, and when possible, include copies or samples of promotional efforts and activities (flyers, website postings, advertisements, etc.) with the Quarterly Progress Report and/or make available to AIPO during any compliance and/or review visits.

4.9. Activity Nine (9) Healthcare Provider Education

- 4.9.1. Coordinate and/or provide, upon request or identified need, immunization education programs for staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. Suggested program topics include, but are not limited to, vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling;
- 4.9.2. If provider education is identified as an IAP objective, and if education is provided, document these activities in the Quarterly Progress Reports, and
- 4.9.3. Attendance sheets and/or program agenda and handouts will be retained by the Immunization Coordinator for a minimum of two (2) years and are to be made available to AIPO during any compliance and/or review visits.

4.10. Activity Ten (10) County Health Department (CHD) Immunization Staff Education

- 4.10.1. Ensure that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases (Pink Book) program upon orientation,
- 4.10.2. Share immunization information received from ADHS, CDC, TAPI and/or other agencies with immunization program staff members,
- 4.10.3. Ensure that, on a yearly (reporting year) basis, the County Immunization Program Coordinator, or appropriate substitute, attends or participates in four (4) quarterly Immunization Services Meetings (ISM) and the annual conference conducted by AIPO, and one (1) additional immunization

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education program offered in person or remotely by ADHS, CDC, or other recognized community, local, state or federal immunization partner,

- 4.10.4. Maintain staff records of education course attendance/completions for a minimum of two (2) years. Course completion certificates may be obtained from the entity or facility providing the education or may be on a county-specific form.

4.11. Activity Eleven (11) Vaccine Adverse Event Reporting System (VAERS)

- 4.11.1. Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act located at:
<http://www.cdc.gov/vaccinesafety/ensuringsafety/history/index.html/>.

- 4.11.1.1. Submit reports of adverse reactions or events that occurred specific to the Contractor's vaccine administration sites to the electronic VAERS located at:
<http://vaers.hhs.gov/index/> within seventy-two (72) hours of notification of the adverse event;

- 4.11.1.2. Follow-up on any reports as requested by CDC or AIPO.

4.12. Activity Twelve (12) (At the Contractor's Option) School/Child Care Immunization Data Reports (IDRs)

- 4.12.1. It is the responsibility of schools and child care facilities to complete and submit the annual IDRs to AIPO. The Contractor is encouraged, when able, to support and work directly with school and child care facilities to improve compliance with state immunization requirements as specified by the Arizona Revised Statutes and Arizona Administrative Code, and assist with the submission of required reports in the format prescribed by AIPO/ADHS and posted at <http://azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDR data is posted on the ADHS website, but upon request, AIPO will provide the Contractor with a list of county-specific schools and child care centers that might need assistance with compliance or have not submitted the IDR. Assistance may include on-site visits to provide education and technical support. If on-site assistance is provided, the Contractor shall incorporate one or more of the following tasks:

- 4.12.1.1. Review immunization records;

- 4.12.1.2. Assist the site in completing a "Referral Notice of Inadequate Immunization" for each under-immunized child; and

- 4.12.1.3. Complete and submit the site's IDR for each grade level as required by AIPO/ADHS.

4.13. Activity Thirteen (13) (At the Contractor's Option) Immunization Data Report (IDR) Validation

- 4.13.1. Support AIPO/ADHS, if able, in completing CDC-selected school and/or child care IDR validations. Work will include on-site visits to assess the immunization status of each state-required immunization for thirty (30) randomly-selected students within the designated grade. Contractor will also note the number and types of exemptions and if exemptions are completed and valid (submitted on state-approved forms.) Data shall be collected on a standard form provided by AIPO. Data shall be sent to AIPO to consolidate for state validation.

5. Requirements

The activities in this Contract shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children zero to eighteen (0-18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. Funds shall be used for immunization-

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related services and activities and in accordance with any federal and state regulations.

6. Deliverables

The Contractor shall:

- 6.1. Complete and submit, within thirty (30) days (but no later than 45 days) of the new reporting year, an Annual Immunization Action Plan (IAP);
- 6.2. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due. The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;
- 6.3. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a Quarterly Progress Report.

7. Notices, Correspondence, and Reports

- 7.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Contract Management Specialist
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 260
Phoenix AZ 85007
Telephone: 602:364-3626
FAX: 602:364-3285
David Reyman
Contract Management Specialist
David.reyman@azdhs.gov

- 7.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Apache County Public Health Services District
Attention: Immunization Coordinator
P.O. Box 697
St. Johns, AZ 85936
Phone: 928-337-4364
Fax: 928-337-2062

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Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	

*Prices may be reviewed and adjusted annually over the term of the contract.

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Scheduled Reports Delivery

Reports	Due Date (based on State Fiscal Year Funding of July – June)
Immunization Action Plan (IAP)	August 30 (September 15)
Quarterly Progress Reports	1 st Qtr. – October 30 (Nov 15) 2 nd Qtr. – January 30 (Feb 15) 3 rd Qtr. – April 30 (May 15) 4 th Qtr. – July 30 (Aug 15)
Contractor Expenditure Report (CER) to include pertinent documentation, such as Hepatitis B Line Listing Reports, VFC and VFA visit reports, completion/coverage level reports, IDR Submission form/copies, IDR Validation forms	1 st Qtr. – October 30 (Nov 15) 2 nd Qtr. – January 30 (Feb 15) 3 rd Qtr. – April 30 (May 15) 4 th Qtr. – July 30 (Aug 15)

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Fee for Service Definitions

1. Fixed Price

1.1. Immunization Administration

- 1.1.1. "Immunization Visits Fee" is the rate paid to supplement the county-specific administration cost for each child immunization visit. The fee will only be applied to VFC and VFC eligible visits and should not be used for private insurance visits. When able, please use ASIIS reports such as the ASIIS Vaccines for Children Accountability Log, VFC Vaccination Breakdown Report, or the Vaccination total report as a source documents when submitting the quarterly CER. CHD's may also use internal electronic medical report (EMR) documents to report visits.
- 1.1.2. "Completions" is the rate paid for each child who completes (receives valid dose of) four (4) DTaP, three (3) Polio, one (1) MMR, three (3) Hib, three (3) Hep B, and one (1) Varicella, and four (4) Pneumococcal vaccines by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. When able, please use ASIIS reports such as ASIIS Coverage Data Report as source documents when submitting the quarterly CER.

1.2. Perinatal Hepatitis B Case Management

- 1.2.1. Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.
- 1.2.2. Contract payment for each case will be paid in two (2) increments, depending upon completion of prenatal and postnatal services:
 - 1.2.2.1. "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported in a Department-provided format. A report of services completed, in a Department-provided format, shall accompany the quarterly CER.
 - 1.2.2.2. "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant's name, date of birth (DOB), birth weight, date of administration of Hepatitis B immune globulin (HBIG) and Hepatitis B #1, and the name of the infant's healthcare provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.
- 1.2.3. Per CDC guidelines (refer to Hepatitis B Manual identified in Activity 4.7.1) infants born to HBsAg positive mothers should receive Hepatitis #3 optimally by six (6) months of age (and more than twenty-four (24) weeks) of age. All services will be reported in a Department-provided format. A report of services completed on a Department-provided format shall accompany the quarterly CER.

1.3. Immunization Data Report (IDR) Submission (Optional)

- 1.3.1. An "Immunization Data Report (IDR)" is an AIPO-designed form used to collect enrollment and immunization information from schools, child care centers, and Head Start Programs about children in an age group or at a grade level required by ADHS. Information about the IDR and a link to the survey site can be found on the AIPO website at <http://www.azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDRs shall include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from state required immunizations. Schools and child care centers are required to submit an annual Immunization Data Report by November 15th per Arizona Revised Statutes 15-874, and Arizona Administrative Code, R9-6-707.

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- 1.3.2. "Immunization Data Report Submission" is the rate compensated for submitting an IDR report per child care center or per grade level for a school. This rate includes at least one site visit to the school or child care center by the CHD nurse in cooperation with school/child care personnel, and documentation of the completed Immunization Data Report. Documentation of electronic submission is satisfied by indicating the following in the comments field of the IDR survey:

- 1.3.2.1. Name of the County personnel who assisted;
- 1.3.2.2. Time and Date of visit; or
- 1.3.2.3. Approximate time/hours of assistance provided.

1.4. Immunization Data Report Validation (Optional)

- 1.4.1. IDR Validation is a process by which state and/or county personnel visit a sample of schools and/or child care centers assigned by the Centers for Disease Control and Prevention – Assessment Branch and validate student immunization records. Thirty (30) students from the designated grade(s) are randomly chosen and the immunization status is recorded on a form designed by AIPO. AIPO then assesses aggregate validation data. AIPO traditionally uses ninety percent (90%) or ninety-five percent (95%) confidence interval with a minimum level of precision of 0.02 – 0.03.

- 1.4.1.1. IDR Validation is a rate compensated for completion and submission of an IDR Validation to AIPO per grade level for a school or child care center. This rate includes on site visit to the school or child care center by the County personnel and completion of validation. To be compensated for an IDR Validation, county personnel shall claim the number of audits completed on their CER. The CER data will be confirmed/verified by the AIPO Epidemiologist Assessment Coordinator.

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Exhibit Three (3) - 2 CFR 200.332

"§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:

Arizona Department of Health Services

UEI #

QMWUG1AMZF65

Federal Award Identification (Grant Number):

5 NH23IP922599-03-00

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

Apache County

Subrecipient's unique entity identifier (UEI #):

082897786

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

NH23IP922599

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

Subaward Period of Performance Start and End Date;

07/01/2019 – 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2022 – 06/30/2023

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

\$52,548.00

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

\$4,471,666.00

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

\$7,757,534.00

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

CDC-RFA-IP19-1901 Immunizations vaccines for children

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT THREE (3)
CTR060578	

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

Centers for Disease Control and Prevention

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

93.268 Immunization Cooperative Agreement

Identification of whether the award is R&D

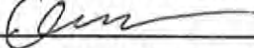
No

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

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

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

KIMBERLY COLE, Asst. Health Director ACPHSD

Date/Signature: 09/30/2022 

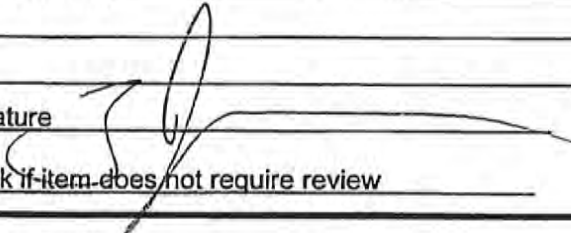
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the Governor's Office of Highway Safety Grant effective 10/01/2022 through 09/30/2023 in the amount of \$10,000. This grant helps purchase car seats and provide education for proper installation. This was budgeted for FY23.

BOS Meeting Date Requested 10/04/2022

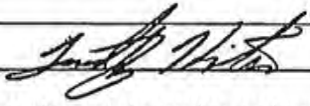
PRE-AGENDA ITEM REVIEW

Legal Review: _____


Signature _____

Check if item does not require review

Finance Review: _____


Signature _____

Check if item does not require review

Human Resources Review: _____

Signature _____

Check if item does not require review

Other Review: _____

Signature _____

Check if item does not require review

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

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: 69A37523300004020AZ0

Assistance Listings: 20.600

1.	APPLICANT AGENCY Apache County Public Health	GOHS CONTRACT NUMBER: 2023-OP-001
	ADDRESS PO Box 697, St. Johns, AZ 85936	PROGRAM AREA: 402-OP
2.	GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Monica Orona
	ADDRESS 75 W. Cleveland St., St. Johns, AZ 85936	3. PROJECT TITLE: Occupant Protection Related Materials and Supplies- Child Safety Seats
4.	GUIDELINES: 402-Occupant Protection (OP)	
5.	BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout Apache County.	
6.	BUDGET	Project Period FFY 2023
	COST CATEGORY	
I.	Personnel Services	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$10,000.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$10,000.00
PROJECT PERIOD		FROM: Effective Date (Date of GOHS Director Signature)
		TO: 09-30-2023
CURRENT GRANT PERIOD		FROM: 10-01-2022
		TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00		

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: 182

County Served: Apache County

Agency Problem/Attempts to Solve Problem:

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

Apache County Public Health would like to continue the distribution of car seats through funding of this proposal. Funding would supplement existing programs that distribute to families in need of car seats to properly transport their children. According to ADOT (Arizona Motor Vehicle Crash Facts 2019) Apache County had 421 total car accidents, 27 in which were fatal, and 116 injuries were reported. Funds from the grant proposal would allow Apache County to purchase car seats and distribute them during car seat events, and National Passenger Safety week 2023.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

Apache County has several ways to provide to the communities. There are 2 site based clinics where they can provide car seat education and car seats. Families are welcome to walk in or schedule an appointment with a car seat technician. They also have car seat check events that they put on in St. Johns, Springerville and Sanders AZ. This helps them ensure they get in touch with families in all different aspects to ensure car seat safety.

PROJECT MEASURES:

Contract Objectives:

1. By 09/30/23, 150 families will receive car seat education, as determined by car seat check log.
2. By 09/30/23, Apache County will host 4 car seat check events in the communities.
3. By 09/30/23, 40 rear facing only car seats will be provided to pregnant women enrolled in a home visitation program.

GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout Apache 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
1 st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2 nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3 rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4 th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

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:

Stephanie McCarthy, Health Director, Apache County Public Health, shall serve as Project Director.

Monica Orona, Program Coordinator, 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 submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs must be submitted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Child Safety Seats	\$10,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$10,000.00

*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 \$10,000.00.

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 Principles, and Audit Requirements for Federal Awards:

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

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

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

XI. Non-Discrimination

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

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

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

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

Name: Monica Orona
Title: Program Coordinator
Telephone Number: 928-333-2415 Fax Number: 928-333-5876
E-mail Address: morona@co.apache.az.us

2. Agency's Fiscal Contact:

Name: Kimberly Penrod
Title: Administrative Coordinator
Telephone Number: 928-337-7694 Fax Number: 928-337-7592
E-mail Address: kpenrod@co.apache.az.us
Federal Identification Number: 86-6000385

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Apache County Public Health

Warrant/Check to be mailed to:

Apache County Public Health

(Agency)

PO Box 697

(Address)

St. Johns, AZ 85936

(City, State, Zip Code)

4. Unique Entity Identifier:DJIFMTL1L4V6

(Unique Entity Identifier #)

75 W Cleveland, St. Johns, AZ 85936

(Registered Address & Zip Code)

Restriction on State Lobbying

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

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

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

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

Signature of Project Director:

Stephanie McCarthy, Health Director
Apache County Public Health

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

Nelson Davis, Chairman
Apache County Board of Supervisors

Date

Telephone

Date

Telephone

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

FORM 100-100-0000

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

Finance

Date/Signature: SL CAL 9/26/22

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 6, 2022, and October 4, 2022. 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 10/4/22

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 _____

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108636	08/30/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	323.20
NBAZ - Warrant Clearing Account	Check	1108637	08/30/22	Accounts Payable	APACHE COUNTY FSA	654.73
NBAZ - Warrant Clearing Account	Check	1108638	08/30/22	Accounts Payable	APACHE COUNTY HSA	4,888.57
NBAZ - Warrant Clearing Account	Check	1108639	08/30/22	Accounts Payable	APACHE COUNTY MEDICAL	177,614.06
NBAZ - Warrant Clearing Account	Check	1108640	08/30/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	170,431.65
NBAZ - Warrant Clearing Account	Check	1108641	08/30/22	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1108642	08/30/22	Accounts Payable	ASRS LEGACY EORP	9,813.79
NBAZ - Warrant Clearing Account	Check	1108643	08/30/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	131,702.37
NBAZ - Warrant Clearing Account	Check	1108644	08/30/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1108645	08/30/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,306.20
NBAZ - Warrant Clearing Account	Check	1108646	08/30/22	Accounts Payable	CORP AOC DISABILITY	15.68
NBAZ - Warrant Clearing Account	Check	1108647	08/30/22	Accounts Payable	CORP DISABILITY	178.94
NBAZ - Warrant Clearing Account	Check	1108648	08/30/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,309.08
NBAZ - Warrant Clearing Account	Check	1108649	08/30/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,759.98
NBAZ - Warrant Clearing Account	Check	1108650	08/30/22	Accounts Payable	EODCRS DISABILITY	8.10
NBAZ - Warrant Clearing Account	Check	1108651	08/30/22	Accounts Payable	EORP LEGACY	1,580.77
NBAZ - Warrant Clearing Account	Check	1108652	08/30/22	Accounts Payable	GURSTEL LAW FIRM PC	181.65
NBAZ - Warrant Clearing Account	Check	1108653	08/30/22	Accounts Payable	NATIONWIDE	3,976.27
NBAZ - Warrant Clearing Account	Check	1108654	08/30/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1108655	08/30/22	Accounts Payable	NATIONWIDE TRUST FSB	3,268.63
NBAZ - Warrant Clearing Account	Check	1108656	08/30/22	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1108657	08/30/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,351.45
NBAZ - Warrant Clearing Account	Check	1108658	08/30/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,021.87
NBAZ - Warrant Clearing Account	Check	1108659	08/30/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1108660	08/30/22	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1108661	08/30/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,125.00
NBAZ - Warrant Clearing Account	Check	1108662	08/31/22	Accounts Payable	GLORIA BOWMAN	500.00
NBAZ - Warrant Clearing Account	Check	1108663	08/31/22	Accounts Payable	US POSTMASTER	165.00
NBAZ - Warrant Clearing Account	Check	1108664	08/31/22	Accounts Payable	WILLIAMS SCOTSMAN INC (WILLSCOT)	20,627.79
NBAZ - Warrant Clearing Account	Check	1108665	08/31/22	Accounts Payable	ALL COPY PRODUCTS	416.26
NBAZ - Warrant Clearing Account	Check	1108666	08/31/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	10,016.17
NBAZ - Warrant Clearing Account	Check	1108667	08/31/22	Accounts Payable	FRONTIER	205.67
NBAZ - Warrant Clearing Account	Check	1108668	08/31/22	Accounts Payable	FRONTIER	205.73
NBAZ - Warrant Clearing Account	Check	1108669	08/31/22	Accounts Payable	HOME DEPOT	1,387.88
NBAZ - Warrant Clearing Account	Check	1108670	08/31/22	Accounts Payable	TIMEMARK INC	409.80
NBAZ - Warrant Clearing Account	Check	1108671	08/31/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	10.50
NBAZ - Warrant Clearing Account	Check	1108672	09/01/22	Accounts Payable	ALLEGRA	273.25
NBAZ - Warrant Clearing Account	Check	1108673	09/01/22	Accounts Payable	ALSCO INC	41.39

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108674	09/01/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	1,417.72
NBAZ - Warrant Clearing Account	Check	1108675	09/01/22	Accounts Payable	AMAZON COM INC (Health & Library)	2,730.50
NBAZ - Warrant Clearing Account	Check	1108676	09/01/22	Accounts Payable	AMIGO CHEVROLET	162.28
NBAZ - Warrant Clearing Account	Check	1108677	09/01/22	Accounts Payable	AMIGO CHEVROLET	136.52
NBAZ - Warrant Clearing Account	Check	1108678	09/01/22	Accounts Payable	CHARLI A ANDERSON	367.50
NBAZ - Warrant Clearing Account	Check	1108679	09/01/22	Accounts Payable	APACHE COUNTY	200.00
NBAZ - Warrant Clearing Account	Check	1108680	09/01/22	Accounts Payable	KENDRA L ARCHULETA	48.76
NBAZ - Warrant Clearing Account	Check	1108681	09/01/22	Accounts Payable	ASHTONS REPAIR INC	70.09
NBAZ - Warrant Clearing Account	Check	1108682	09/01/22	Accounts Payable	AZ SUPREME COURT	2,826.88
NBAZ - Warrant Clearing Account	Check	1108683	09/01/22	Accounts Payable	B&R TRUCKING	7,710.01
NBAZ - Warrant Clearing Account	Check	1108684	09/01/22	Accounts Payable	BAUMAN HOME AND AUTO INC	338.06
NBAZ - Warrant Clearing Account	Check	1108685	09/01/22	Accounts Payable	MARLEITA BEGAY	6.24
NBAZ - Warrant Clearing Account	Check	1108686	09/01/22	Accounts Payable	BEST WESTERN SNOWFLAKE INN	427.04
NBAZ - Warrant Clearing Account	Check	1108687	09/01/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	15.00
NBAZ - Warrant Clearing Account	Check	1108688	09/01/22	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,825.00
NBAZ - Warrant Clearing Account	Check	1108689	09/01/22	Accounts Payable	BOOT BARN	131.69
NBAZ - Warrant Clearing Account	Check	1108690	09/01/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	36,243.06
NBAZ - Warrant Clearing Account	Check	1108691	09/01/22	Accounts Payable	BRODART CO	55.02
NBAZ - Warrant Clearing Account	Check	1108692	09/01/22	Accounts Payable	BROWN'S PARTSMASTER INC	209.53
NBAZ - Warrant Clearing Account	Check	1108693	09/01/22	Accounts Payable	BULMARK EXTERMINATING LLC	220.50
NBAZ - Warrant Clearing Account	Check	1108694	09/01/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1108695	09/01/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1108696	09/01/22	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	97.81
NBAZ - Warrant Clearing Account	Check	1108697	09/01/22	Accounts Payable	CDW GOVERNMENT LLC	59.15
NBAZ - Warrant Clearing Account	Check	1108698	09/01/22	Accounts Payable	CEDAR GROVE WATER CO	83.30
NBAZ - Warrant Clearing Account	Check	1108699	09/01/22	Accounts Payable	CELLULAR ONE NE AZ	807.49
NBAZ - Warrant Clearing Account	Check	1108700	09/01/22	Accounts Payable	KIMBERLY LOUISE COLE	194.02
NBAZ - Warrant Clearing Account	Check	1108701	09/01/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	283.77
NBAZ - Warrant Clearing Account	Check	1108702	09/01/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	54.53
NBAZ - Warrant Clearing Account	Check	1108703	09/01/22	Accounts Payable	CANDICE D DAVIS	4.16
NBAZ - Warrant Clearing Account	Check	1108704	09/01/22	Accounts Payable	TINA DAWES	16.88
NBAZ - Warrant Clearing Account	Check	1108705	09/01/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	214.25
NBAZ - Warrant Clearing Account	Check	1108706	09/01/22	Accounts Payable	DELL COMPUTER CORPORATION	2,927.27
NBAZ - Warrant Clearing Account	Check	1108707	09/01/22	Accounts Payable	DISCOUNTCCELL INC	40.21
NBAZ - Warrant Clearing Account	Check	1108708	09/01/22	Accounts Payable	BRETT ELMER	47.11
NBAZ - Warrant Clearing Account	Check	1108709	09/01/22	Accounts Payable	EMPIRE MACHINERY	3,275.59
NBAZ - Warrant Clearing Account	Check	1108710	09/01/22	Accounts Payable	FERRELLGAS	977.22
NBAZ - Warrant Clearing Account	Check	1108711	09/01/22	Accounts Payable	FRONTIER	121.47

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108712	09/01/22	Accounts Payable	FRONTIER	212.60
NBAZ - Warrant Clearing Account	Check	1108713	09/01/22	Accounts Payable	FRONTIER	21.30
NBAZ - Warrant Clearing Account	Check	1108714	09/01/22	Accounts Payable	FRONTIER	808.52
NBAZ - Warrant Clearing Account	Check	1108715	09/01/22	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1108716	09/01/22	Accounts Payable	FRONTIER	216.31
NBAZ - Warrant Clearing Account	Check	1108717	09/01/22	Accounts Payable	FRONTIER	406.66
NBAZ - Warrant Clearing Account	Check	1108718	09/01/22	Accounts Payable	GALL'S INC	423.93
NBAZ - Warrant Clearing Account	Check	1108719	09/01/22	Accounts Payable	TAYLOR JORDYN GARNER	4.16
NBAZ - Warrant Clearing Account	Check	1108720	09/01/22	Accounts Payable	GREER COMMUNITY FACILITIES	935.54
NBAZ - Warrant Clearing Account	Check	1108721	09/01/22	Accounts Payable	RICHARD C GUINN	74.75
NBAZ - Warrant Clearing Account	Check	1108722	09/01/22	Accounts Payable	BUTCH GUNNELS	719.61
NBAZ - Warrant Clearing Account	Check	1108723	09/01/22	Accounts Payable	HILL AZ GROCERY STORE	121.82
NBAZ - Warrant Clearing Account	Check	1108724	09/01/22	Accounts Payable	HILLYARD/FLAGSTAFF	2,394.02
NBAZ - Warrant Clearing Account	Check	1108725	09/01/22	Accounts Payable	HOME DEPOT	273.58
NBAZ - Warrant Clearing Account	Check	1108726	09/01/22	Accounts Payable	i3LOGIX INC	1,022.05
NBAZ - Warrant Clearing Account	Check	1108727	09/01/22	Accounts Payable	INGRAM LIBRARY SERVICES	2,279.08
NBAZ - Warrant Clearing Account	Check	1108728	09/01/22	Accounts Payable	GENEVA L JACKSON	215.00
NBAZ - Warrant Clearing Account	Check	1108729	09/01/22	Accounts Payable	KAYLA AMY JOHNSON	17.35
NBAZ - Warrant Clearing Account	Check	1108730	09/01/22	Accounts Payable	JONES OUTDOOR ADVERTISING INC	237.00
NBAZ - Warrant Clearing Account	Check	1108731	09/01/22	Accounts Payable	KAY ELECTRIC INC	10,536.20
NBAZ - Warrant Clearing Account	Check	1108732	09/01/22	Accounts Payable	AUSTIN KING	58.50
NBAZ - Warrant Clearing Account	Check	1108733	09/01/22	Accounts Payable	LATONNA F KIRBY	4.16
NBAZ - Warrant Clearing Account	Check	1108734	09/01/22	Accounts Payable	LAW ENFORCEMENT RISK MANANGEMENT GROUP, INC	150.00
NBAZ - Warrant Clearing Account	Check	1108735	09/01/22	Accounts Payable	JAYMIE LYNN LEWIS-SMITH	15.18
NBAZ - Warrant Clearing Account	Check	1108736	09/01/22	Accounts Payable	LIFELOC TECHNOLOGIES INC	84.31
NBAZ - Warrant Clearing Account	Check	1108737	09/01/22	Accounts Payable	LINGO	162.41
NBAZ - Warrant Clearing Account	Check	1108738	09/01/22	Accounts Payable	LOWES COMPANIES INC	214.06
NBAZ - Warrant Clearing Account	Check	1108739	09/01/22	Accounts Payable	AMELYA MCCOO	88.57
NBAZ - Warrant Clearing Account	Check	1108740	09/01/22	Accounts Payable	KENJI LEE MCCOO	90.00
NBAZ - Warrant Clearing Account	Check	1108741	09/01/22	Accounts Payable	MARVIN MCCOO	92.49
NBAZ - Warrant Clearing Account	Check	1108742	09/01/22	Accounts Payable	REITA MOORE	29.10
NBAZ - Warrant Clearing Account	Check	1108743	09/01/22	Accounts Payable	NAVAJO SANITATION INC	461.10
NBAZ - Warrant Clearing Account	Check	1108744	09/01/22	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	1,645.12
NBAZ - Warrant Clearing Account	Check	1108745	09/01/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	208.78
NBAZ - Warrant Clearing Account	Check	1108746	09/01/22	Accounts Payable	NAVAJO WESTERNERS	35.54
NBAZ - Warrant Clearing Account	Check	1108747	09/01/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,662.99
NBAZ - Warrant Clearing Account	Check	1108748	09/01/22	Accounts Payable	LARRY NOBLE	5.29
NBAZ - Warrant Clearing Account	Check	1108749	09/01/22	Accounts Payable	O'REILLY AUTO PARTS	210.49

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108750	09/01/22	Accounts Payable	THOMAS OSKEY	123.21
NBAZ - Warrant Clearing Account	Check	1108751	09/01/22	Accounts Payable	OVERDRIVE INC	317.73
NBAZ - Warrant Clearing Account	Check	1108752	09/01/22	Accounts Payable	TOBIE KLIJESSEN OVERSON	12.26
NBAZ - Warrant Clearing Account	Check	1108753	09/01/22	Accounts Payable	RYAN N PATTERSON	36.00
NBAZ - Warrant Clearing Account	Check	1108754	09/01/22	Accounts Payable	RYAN N PATTERSON	36.00
NBAZ - Warrant Clearing Account	Check	1108755	09/01/22	Accounts Payable	RYAN N PATTERSON	36.50
NBAZ - Warrant Clearing Account	Check	1108756	09/01/22	Accounts Payable	DOUGLAS LANCE PEARCE	800.18
NBAZ - Warrant Clearing Account	Check	1108757	09/01/22	Accounts Payable	PENWORTHY COMPANY	306.41
NBAZ - Warrant Clearing Account	Check	1108758	09/01/22	Accounts Payable	RANDOLPH PLATT DDS	320.00
NBAZ - Warrant Clearing Account	Check	1108759	09/01/22	Accounts Payable	PREMIUM PROPANE LLC	317.63
NBAZ - Warrant Clearing Account	Check	1108760	09/01/22	Accounts Payable	QUILL CORP	7,135.34
NBAZ - Warrant Clearing Account	Check	1108761	09/01/22	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1108762	09/01/22	Accounts Payable	R&S NORTHEAST LLC	670.88
NBAZ - Warrant Clearing Account	Check	1108763	09/01/22	Accounts Payable	RELIABLE BACKGROUND SCREENING	701.50
NBAZ - Warrant Clearing Account	Check	1108764	09/01/22	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	132.40
NBAZ - Warrant Clearing Account	Check	1108765	09/01/22	Accounts Payable	BRENDA GALE SAVOY	23.26
NBAZ - Warrant Clearing Account	Check	1108766	09/01/22	Accounts Payable	ANALESE SEGOVIA	4.16
NBAZ - Warrant Clearing Account	Check	1108767	09/01/22	Accounts Payable	JOE SHIRLEY JR	22.41
NBAZ - Warrant Clearing Account	Check	1108768	09/01/22	Accounts Payable	REDACTED	2,000.00
NBAZ - Warrant Clearing Account	Check	1108769	09/01/22	Accounts Payable	ST JOHNS EMERGENCY SERVICES	3,617.38
NBAZ - Warrant Clearing Account	Check	1108770	09/01/22	Accounts Payable	STAPLES CREDIT PLAN	131.01
NBAZ - Warrant Clearing Account	Check	1108771	09/01/22	Accounts Payable	JARROD ARVISO TOACHEEINIE	14.00
NBAZ - Warrant Clearing Account	Check	1108772	09/01/22	Accounts Payable	TRIPLE R FUELS	43.90
NBAZ - Warrant Clearing Account	Check	1108773	09/01/22	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	62.04
NBAZ - Warrant Clearing Account	Check	1108774	09/01/22	Accounts Payable	CRAIG TSOSIE	508.36
NBAZ - Warrant Clearing Account	Check	1108775	09/01/22	Accounts Payable	TYLER TECHNOLOGIES INC	2,799.91
NBAZ - Warrant Clearing Account	Check	1108776	09/01/22	Accounts Payable	UNIFIRST CORPORATION	75.52
NBAZ - Warrant Clearing Account	Check	1108777	09/01/22	Accounts Payable	VALLEY AUTO PARTS	1,970.60
NBAZ - Warrant Clearing Account	Check	1108778	09/01/22	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	568.80
NBAZ - Warrant Clearing Account	Check	1108779	09/01/22	Accounts Payable	VERIZON WIRELESS	5,137.00
NBAZ - Warrant Clearing Account	Check	1108780	09/01/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	72.47
NBAZ - Warrant Clearing Account	Check	1108781	09/01/22	Accounts Payable	VICTORY SUPPLY LLC	4,990.78
NBAZ - Warrant Clearing Account	Check	1108782	09/01/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	48.84
NBAZ - Warrant Clearing Account	Check	1108783	09/01/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	3,939.17
NBAZ - Warrant Clearing Account	Check	1108784	09/01/22	Accounts Payable	GARRET LEE WHITTING	60.00
NBAZ - Warrant Clearing Account	Check	1108785	09/01/22	Accounts Payable	BRENDA WILSON	45.57
NBAZ - Warrant Clearing Account	Check	1108786	09/01/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	110.18
NBAZ - Warrant Clearing Account	Check	1108787	09/01/22	Accounts Payable	WOODSON ENGINEERING & SURVEYING INC	4,353.75

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108788	09/01/22	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	15,500.00
NBAZ - Warrant Clearing Account	Check	1108789	09/01/22	Accounts Payable	MARKUS BRANDON YAZZIE	12.93
NBAZ - Warrant Clearing Account	Check	1108790	09/01/22	Accounts Payable	IVAN D ZHELEV	19.55
NBAZ - Warrant Clearing Account	Check	1108791	09/01/22	Accounts Payable	UTV OFFROAD ADVENTURES	200.00
NBAZ - Warrant Clearing Account	Check	1108792	09/06/22	Accounts Payable	BERNICE BEGAY	186.00
NBAZ - Warrant Clearing Account	Check	1108793	09/06/22	Accounts Payable	FLORA NEZ	186.00
NBAZ - Warrant Clearing Account	Check	1108794	09/06/22	Accounts Payable	ALTON JOE SHEPHERD	758.51
NBAZ - Warrant Clearing Account	Check	1108795	09/06/22	Accounts Payable	SPORTS WORLD INC	350.92
NBAZ - Warrant Clearing Account	Check	1108797	09/07/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	487.01
NBAZ - Warrant Clearing Account	Check	1108798	09/07/22	Accounts Payable	DARREN WAUNKA	560.00
NBAZ - Warrant Clearing Account	Check	1108800	09/07/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	131.69
NBAZ - Warrant Clearing Account	Check	1108801	09/08/22	Accounts Payable	4 RIVERS EQUIPMENT LLC	264.05
NBAZ - Warrant Clearing Account	Check	1108802	09/08/22	Accounts Payable	4IMPRIINT	499.84
NBAZ - Warrant Clearing Account	Check	1108803	09/08/22	Accounts Payable	A-1 GLASS AND MIRROR INC	41.28
NBAZ - Warrant Clearing Account	Check	1108804	09/08/22	Accounts Payable	ABS OILFIELD SUPPLY INC	14,857.31
NBAZ - Warrant Clearing Account	Check	1108805	09/08/22	Accounts Payable	ALLEGRA	492.84
NBAZ - Warrant Clearing Account	Check	1108806	09/08/22	Accounts Payable	ALSCO INC	902.87
NBAZ - Warrant Clearing Account	Check	1108807	09/08/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	6,742.97
NBAZ - Warrant Clearing Account	Check	1108808	09/08/22	Accounts Payable	AMIGO CHEVROLET	1,417.19
NBAZ - Warrant Clearing Account	Check	1108809	09/08/22	Accounts Payable	APACHE COUNTY	203.81
NBAZ - Warrant Clearing Account	Check	1108810	09/08/22	Accounts Payable	APACHE COUNTY	199.21
NBAZ - Warrant Clearing Account	Check	1108811	09/08/22	Accounts Payable	ASHTONS REPAIR INC	1,006.18
NBAZ - Warrant Clearing Account	Check	1108812	09/08/22	Accounts Payable	AT&T MOBILITY	132.51
NBAZ - Warrant Clearing Account	Check	1108813	09/08/22	Accounts Payable	LUCINDA L ATTAKAI	270.00
NBAZ - Warrant Clearing Account	Check	1108814	09/08/22	Accounts Payable	AUTO SAFETY HOUSE LLC	170.56
NBAZ - Warrant Clearing Account	Check	1108815	09/08/22	Accounts Payable	AZ REPUBLIC	882.85
NBAZ - Warrant Clearing Account	Check	1108816	09/08/22	Accounts Payable	AZ SUPREME COURT	1,884.58
NBAZ - Warrant Clearing Account	Check	1108817	09/08/22	Accounts Payable	AZ SUPREME COURT	3,499.94
NBAZ - Warrant Clearing Account	Check	1108818	09/08/22	Accounts Payable	AZ SUPREME COURT	250.00
NBAZ - Warrant Clearing Account	Check	1108819	09/08/22	Accounts Payable	AZ SUPREME COURT	22,884.20
NBAZ - Warrant Clearing Account	Check	1108820	09/08/22	Accounts Payable	B&R TRUCKING	9,756.07
NBAZ - Warrant Clearing Account	Check	1108821	09/08/22	Accounts Payable	BASHAS' CORPORATE OFFICE	174.39
NBAZ - Warrant Clearing Account	Check	1108822	09/08/22	Accounts Payable	BAUMAN HOME AND AUTO INC	4,572.71
NBAZ - Warrant Clearing Account	Check	1108823	09/08/22	Accounts Payable	BEST WESTERN SNOWFLAKE INN	427.04
NBAZ - Warrant Clearing Account	Check	1108824	09/08/22	Accounts Payable	BIG TEX TRAILER WORLD INC	4,396.50
NBAZ - Warrant Clearing Account	Check	1108825	09/08/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	207.81
NBAZ - Warrant Clearing Account	Check	1108826	09/08/22	Accounts Payable	BOB BARKER COMPANY INC	5,082.48
NBAZ - Warrant Clearing Account	Check	1108827	09/08/22	Accounts Payable	SHANE LEO BODIE	679.73

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108828	09/08/22	Accounts Payable	BOOT BARN	399.83
NBAZ - Warrant Clearing Account	Check	1108829	09/08/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	92,163.81
NBAZ - Warrant Clearing Account	Check	1108830	09/08/22	Accounts Payable	MICHAEL T BRAGIEL	58.38
NBAZ - Warrant Clearing Account	Check	1108831	09/08/22	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1108832	09/08/22	Accounts Payable	BROWN'S PARTSMASTER INC	2,320.03
NBAZ - Warrant Clearing Account	Check	1108833	09/08/22	Accounts Payable	BULWARK EXTERMINATING LLC	267.75
NBAZ - Warrant Clearing Account	Check	1108834	09/08/22	Accounts Payable	CANDLEWOOD SUITES TUCSON	99.72
NBAZ - Warrant Clearing Account	Check	1108835	09/08/22	Accounts Payable	ELIZABETH A CASTILLO	16.62
NBAZ - Warrant Clearing Account	Check	1108836	09/08/22	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	92,124.15
NBAZ - Warrant Clearing Account	Check	1108837	09/08/22	Accounts Payable	CDW GOVERNMENT LLC	82.81
NBAZ - Warrant Clearing Account	Check	1108838	09/08/22	Accounts Payable	CELLULAR ONE NE AZ	367.87
NBAZ - Warrant Clearing Account	Check	1108839	09/08/22	Accounts Payable	VANESSA LYN CISCO	243.94
NBAZ - Warrant Clearing Account	Check	1108840	09/08/22	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	261.78
NBAZ - Warrant Clearing Account	Check	1108841	09/08/22	Accounts Payable	CONDITIONED RESPONSE TRAINING	475.00
NBAZ - Warrant Clearing Account	Check	1108842	09/08/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	436.72
NBAZ - Warrant Clearing Account	Check	1108843	09/08/22	Accounts Payable	CONTRACT PHARMACY SERVICES INC	2,514.71
NBAZ - Warrant Clearing Account	Check	1108844	09/08/22	Accounts Payable	COPPERFASTEN TECHNOLOGIES LIMITED T/A TITAN HQ	4,125.00
NBAZ - Warrant Clearing Account	Check	1108845	09/08/22	Accounts Payable	COURTESY CHEVROLET	1,683.57
NBAZ - Warrant Clearing Account	Check	1108846	09/08/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	532.39
NBAZ - Warrant Clearing Account	Check	1108847	09/08/22	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	26,810.50
NBAZ - Warrant Clearing Account	Check	1108848	09/08/22	Accounts Payable	JOSHUA T CURTIS	145.45
NBAZ - Warrant Clearing Account	Check	1108849	09/08/22	Accounts Payable	ROGER STUART CURTIS	463.16
NBAZ - Warrant Clearing Account	Check	1108850	09/08/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
NBAZ - Warrant Clearing Account	Check	1108851	09/08/22	Accounts Payable	JOSEPH DEDMAN JR	54.00
NBAZ - Warrant Clearing Account	Check	1108852	09/08/22	Accounts Payable	DELL COMPUTER CORPORATION	89.34
NBAZ - Warrant Clearing Account	Check	1108853	09/08/22	Accounts Payable	DISCOUNTELL INC	650.51
NBAZ - Warrant Clearing Account	Check	1108854	09/08/22	Accounts Payable	DISH NETWORK	123.65
NBAZ - Warrant Clearing Account	Check	1108855	09/08/22	Accounts Payable	DISH NETWORK	138.93
NBAZ - Warrant Clearing Account	Check	1108856	09/08/22	Accounts Payable	CAREY D DOBSON	52.30
NBAZ - Warrant Clearing Account	Check	1108857	09/08/22	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	4,165.43
NBAZ - Warrant Clearing Account	Check	1108858	09/08/22	Accounts Payable	EMPIRE MACHINERY	3,181.16
NBAZ - Warrant Clearing Account	Check	1108859	09/08/22	Accounts Payable	FIELDS OUTDOOR ADVENTURES, LLP	3,130.00
NBAZ - Warrant Clearing Account	Check	1108860	09/08/22	Accounts Payable	FLEET PRIDE	810.31
NBAZ - Warrant Clearing Account	Check	1108861	09/08/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.57
NBAZ - Warrant Clearing Account	Check	1108862	09/08/22	Accounts Payable	JOHN L FREEMAN JR	58.26
NBAZ - Warrant Clearing Account	Check	1108863	09/08/22	Accounts Payable	FRONTIER	218.18
NBAZ - Warrant Clearing Account	Check	1108864	09/08/22	Accounts Payable	FRONTIER	341.47
NBAZ - Warrant Clearing Account	Check	1108865	09/08/22	Accounts Payable	FRONTIER	90.12

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108866	09/08/22	Accounts Payable	FRONTIER	58.00
NBAZ - Warrant Clearing Account	Check	1108867	09/08/22	Accounts Payable	FUTURE TIRE	885.52
NBAZ - Warrant Clearing Account	Check	1108868	09/08/22	Accounts Payable	GALL'S INC	1,924.99
NBAZ - Warrant Clearing Account	Check	1108869	09/08/22	Accounts Payable	GILA BROADBAND	1,580.00
NBAZ - Warrant Clearing Account	Check	1108870	09/08/22	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,177.06
NBAZ - Warrant Clearing Account	Check	1108871	09/08/22	Accounts Payable	DARYL GREER	210.00
NBAZ - Warrant Clearing Account	Check	1108872	09/08/22	Accounts Payable	BUTCH GUNNELS	168.76
NBAZ - Warrant Clearing Account	Check	1108873	09/08/22	Accounts Payable	HAMBLIN & ASSOCIATES LLC	750.00
NBAZ - Warrant Clearing Account	Check	1108874	09/08/22	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1108875	09/08/22	Accounts Payable	PAUL HANCOCK	164.76
NBAZ - Warrant Clearing Account	Check	1108876	09/08/22	Accounts Payable	KLINT HEAP	1,530.05
NBAZ - Warrant Clearing Account	Check	1108877	09/08/22	Accounts Payable	ROSCOE GEORGE HERRERA	230.00
NBAZ - Warrant Clearing Account	Check	1108878	09/08/22	Accounts Payable	ROBERT JAMES HIGGINS	2,496.54
NBAZ - Warrant Clearing Account	Check	1108879	09/08/22	Accounts Payable	HIGH COUNTRY SIGNS LLC	570.00
NBAZ - Warrant Clearing Account	Check	1108880	09/08/22	Accounts Payable	HILL AZ GROCERY STORE	252.63
NBAZ - Warrant Clearing Account	Check	1108881	09/08/22	Accounts Payable	HILL AZ GROCERY STORE	718.33
NBAZ - Warrant Clearing Account	Check	1108882	09/08/22	Accounts Payable	HILLYARD/FLAGSTAFF	2,604.05
NBAZ - Warrant Clearing Account	Check	1108883	09/08/22	Accounts Payable	HOLIDAY INN - CANYON DE CHELLY	345.75
NBAZ - Warrant Clearing Account	Check	1108884	09/08/22	Accounts Payable	HOME DEPOT	1,998.54
NBAZ - Warrant Clearing Account	Check	1108885	09/08/22	Accounts Payable	HORNE AUTO CENTER INC	3,900.71
NBAZ - Warrant Clearing Account	Check	1108886	09/08/22	Accounts Payable	BRIAN HOUNSHELL	70.81
NBAZ - Warrant Clearing Account	Check	1108887	09/08/22	Accounts Payable	INGRAM LIBRARY SERVICES	1,635.21
NBAZ - Warrant Clearing Account	Check	1108888	09/08/22	Accounts Payable	TYRON JENSEN	1,745.57
NBAZ - Warrant Clearing Account	Check	1108889	09/08/22	Accounts Payable	MICHAEL LATHAM	183.70
NBAZ - Warrant Clearing Account	Check	1108890	09/08/22	Accounts Payable	LAWSON PRODUCTS INC	771.14
NBAZ - Warrant Clearing Account	Check	1108891	09/08/22	Accounts Payable	LB SEPTIC SERVICE	190.80
NBAZ - Warrant Clearing Account	Check	1108892	09/08/22	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	3,820.69
NBAZ - Warrant Clearing Account	Check	1108893	09/08/22	Accounts Payable	LN CURTIS & SONS	447.98
NBAZ - Warrant Clearing Account	Check	1108894	09/08/22	Accounts Payable	LOWES #24	317.44
NBAZ - Warrant Clearing Account	Check	1108895	09/08/22	Accounts Payable	LOWES HOME CENTERS INC	4,131.16
NBAZ - Warrant Clearing Account	Check	1108896	09/08/22	Accounts Payable	LUGINBILL INVESTIGATIVE SERVICES INC	200.00
NBAZ - Warrant Clearing Account	Check	1108897	09/08/22	Accounts Payable	CHRIS MCCARTHY	143.21
NBAZ - Warrant Clearing Account	Check	1108898	09/08/22	Accounts Payable	MELISSA MEEKS	121.28
NBAZ - Warrant Clearing Account	Check	1108899	09/08/22	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	2,917.50
NBAZ - Warrant Clearing Account	Check	1108900	09/08/22	Accounts Payable	OSCAR R MIRANDA	70.38
NBAZ - Warrant Clearing Account	Check	1108901	09/08/22	Accounts Payable	MISSION UNIFORM & LINEN	124.07
NBAZ - Warrant Clearing Account	Check	1108902	09/08/22	Accounts Payable	MOUNTAIN MOBILE AUTO GLASS	272.39
NBAZ - Warrant Clearing Account	Check	1108903	09/08/22	Accounts Payable	DANIEL R MUTH	38.38

Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108904	09/08/22	Accounts Payable	NAPA	981.04
NBAZ - Warrant Clearing Account	Check	1108905	09/08/22	Accounts Payable	NAVAJO NATION	560.80
NBAZ - Warrant Clearing Account	Check	1108906	09/08/22	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	9.05
NBAZ - Warrant Clearing Account	Check	1108907	09/08/22	Accounts Payable	NAVAJO SANITATION INC	74.20
NBAZ - Warrant Clearing Account	Check	1108908	09/08/22	Accounts Payable	NAVAJO TRACTOR SALES INC	487.73
NBAZ - Warrant Clearing Account	Check	1108909	09/08/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	888.53
NBAZ - Warrant Clearing Account	Check	1108910	09/08/22	Accounts Payable	NAVAJO WESTERNERS	38.77
NBAZ - Warrant Clearing Account	Check	1108911	09/08/22	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	2,339.47
NBAZ - Warrant Clearing Account	Check	1108912	09/08/22	Accounts Payable	NORTHLAND PIONEER COLLEGE	69,071.00
NBAZ - Warrant Clearing Account	Check	1108913	09/08/22	Accounts Payable	ANTONY C NOTAH	230.00
NBAZ - Warrant Clearing Account	Check	1108914	09/08/22	Accounts Payable	NTUA WIRELESS, LLC	5,220.02
NBAZ - Warrant Clearing Account	Check	1108915	09/08/22	Accounts Payable	OFFICE DEPOT	169.48
NBAZ - Warrant Clearing Account	Check	1108916	09/08/22	Accounts Payable	PACIFIC PONDEROSA CO INC	16,594.93
NBAZ - Warrant Clearing Account	Check	1108917	09/08/22	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1108918	09/08/22	Accounts Payable	JILL PATTERSON	861.27
NBAZ - Warrant Clearing Account	Check	1108919	09/08/22	Accounts Payable	PERFECT PRINTZ LLC	512.82
NBAZ - Warrant Clearing Account	Check	1108920	09/08/22	Accounts Payable	PERFORMANCE REPORTERS INC	5,145.00
NBAZ - Warrant Clearing Account	Check	1108921	09/08/22	Accounts Payable	RANDOLPH PLATT DDS	532.00
NBAZ - Warrant Clearing Account	Check	1108922	09/08/22	Accounts Payable	PREMIUM PROPANE LLC	474.40
NBAZ - Warrant Clearing Account	Check	1108923	09/08/22	Accounts Payable	LEONARDO DANIEL PRIETO	275.00
NBAZ - Warrant Clearing Account	Check	1108924	09/08/22	Accounts Payable	QUALITY CARQUEST	1,453.63
NBAZ - Warrant Clearing Account	Check	1108925	09/08/22	Accounts Payable	QUILL CORP	2,203.61
NBAZ - Warrant Clearing Account	Check	1108926	09/08/22	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1108927	09/08/22	Accounts Payable	RHINEHART OIL CO	6,266.10
NBAZ - Warrant Clearing Account	Check	1108928	09/08/22	Accounts Payable	SCOTT J ROGERS	500.00
NBAZ - Warrant Clearing Account	Check	1108929	09/08/22	Accounts Payable	SAFEWAY INC	245.04
NBAZ - Warrant Clearing Account	Check	1108930	09/08/22	Accounts Payable	PATRICK J SANDOVAL	31.90
NBAZ - Warrant Clearing Account	Check	1108931	09/08/22	Accounts Payable	SANOFI PASTEUR INC	7,348.02
NBAZ - Warrant Clearing Account	Check	1108932	09/08/22	Accounts Payable	SECURUS TECHNOLOGIES INC	3,485.61
NBAZ - Warrant Clearing Account	Check	1108933	09/08/22	Accounts Payable	JEFF SODERQUIST	96.00
NBAZ - Warrant Clearing Account	Check	1108934	09/08/22	Accounts Payable	SPARKLETT'S WATER	92.01
NBAZ - Warrant Clearing Account	Check	1108935	09/08/22	Accounts Payable	ST JOHNS CITY	535.15
NBAZ - Warrant Clearing Account	Check	1108936	09/08/22	Accounts Payable	ST JOHNS EMERGENCY SERVICES	2,851.16
NBAZ - Warrant Clearing Account	Check	1108937	09/08/22	Accounts Payable	ST JOHNS UNITED DRUG	8.71
NBAZ - Warrant Clearing Account	Check	1108938	09/08/22	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	175.33
NBAZ - Warrant Clearing Account	Check	1108939	09/08/22	Accounts Payable	STEVEN J SERBALIK PLC	1,809.00
NBAZ - Warrant Clearing Account	Check	1108940	09/08/22	Accounts Payable	DENNIS STOVER	81.81
NBAZ - Warrant Clearing Account	Check	1108941	09/08/22	Accounts Payable	TOWN OF EAGAR	169.86

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108942	09/08/22	Accounts Payable	TRINITY SERVICES GROUP INC	17,116.40
NBAZ - Warrant Clearing Account	Check	1108943	09/08/22	Accounts Payable	W JEFFORY UDALL	35.00
NBAZ - Warrant Clearing Account	Check	1108944	09/08/22	Accounts Payable	UNIFIRST CORPORATION	252.88
NBAZ - Warrant Clearing Account	Check	1108945	09/08/22	Accounts Payable	VALLEY AUTO PARTS	588.04
NBAZ - Warrant Clearing Account	Check	1108946	09/08/22	Accounts Payable	VINNEDGE SIGNWORKS LLC	1,165.62
NBAZ - Warrant Clearing Account	Check	1108947	09/08/22	Accounts Payable	WADELL, CARRIE	14.00
NBAZ - Warrant Clearing Account	Check	1108948	09/08/22	Accounts Payable	VERLYN DEAN WALKER	63.00
NBAZ - Warrant Clearing Account	Check	1108949	09/08/22	Accounts Payable	WHITE MOUNTAIN AMBULANCE SERVICE INC	2,731.59
NBAZ - Warrant Clearing Account	Check	1108950	09/08/22	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	1,028.63
NBAZ - Warrant Clearing Account	Check	1108951	09/08/22	Accounts Payable	ANTONIA WOOD	102.13
NBAZ - Warrant Clearing Account	Check	1108952	09/08/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	1,687.39
NBAZ - Warrant Clearing Account	Check	1108953	09/08/22	Accounts Payable	WRIGHT EXPRESS FSC WEX	1,794.40
NBAZ - Warrant Clearing Account	Check	1108954	09/08/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	804.68
NBAZ - Warrant Clearing Account	Check	1108955	09/08/22	Accounts Payable	JAY YELLOWHORSE	1,254.32
NBAZ - Warrant Clearing Account	Check	1108956	09/08/22	Accounts Payable	ARIZONA CRIMINAL JUSTICE COMMISSION	94.00
NBAZ - Warrant Clearing Account	Check	1108957	09/08/22	Accounts Payable	NATIONAL BANK	26,071.56
NBAZ - Warrant Clearing Account	Check	1108958	09/08/22	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	335.32
NBAZ - Warrant Clearing Account	Check	1108959	09/08/22	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	2,167.28
NBAZ - Warrant Clearing Account	Check	1108960	09/13/22	Accounts Payable	GLORIA BOWMAN	200.00
NBAZ - Warrant Clearing Account	Check	1108961	09/13/22	Accounts Payable	NICOLE CURLEY	140.00
NBAZ - Warrant Clearing Account	Check	1108962	09/13/22	Accounts Payable	LAWYERS TITLE OF ARIZONA INC	382.00
NBAZ - Warrant Clearing Account	Check	1108963	09/13/22	Accounts Payable	LEROY NEZ	140.00
NBAZ - Warrant Clearing Account	Check	1108964	09/13/22	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	42,160.68
NBAZ - Warrant Clearing Account	Check	1108965	09/13/22	Accounts Payable	ALPINE WATER AND SANITARY	88.05
NBAZ - Warrant Clearing Account	Check	1108966	09/13/22	Accounts Payable	ALSCO INC	472.13
NBAZ - Warrant Clearing Account	Check	1108967	09/13/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,384.16
NBAZ - Warrant Clearing Account	Check	1108968	09/13/22	Accounts Payable	AMIGO CHEVROLET	779.44
NBAZ - Warrant Clearing Account	Check	1108969	09/13/22	Accounts Payable	APACHE COUNTY	65.23
NBAZ - Warrant Clearing Account	Check	1108970	09/13/22	Accounts Payable	ASHTONS REPAIR INC	105.97
NBAZ - Warrant Clearing Account	Check	1108971	09/13/22	Accounts Payable	AT&T MOBILITY	2,960.61
NBAZ - Warrant Clearing Account	Check	1108972	09/13/22	Accounts Payable	AZ COUNTIES INSURANCE POOL	4,786.30
NBAZ - Warrant Clearing Account	Check	1108973	09/13/22	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,513.13
NBAZ - Warrant Clearing Account	Check	1108974	09/13/22	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	100.00
NBAZ - Warrant Clearing Account	Check	1108975	09/13/22	Accounts Payable	B&R TRUCKING	19,109.08
NBAZ - Warrant Clearing Account	Check	1108976	09/13/22	Accounts Payable	YOLANDA BALDWIN	106.00
NBAZ - Warrant Clearing Account	Check	1108977	09/13/22	Accounts Payable	BASHAS' CORPORATE OFFICE	117.73
NBAZ - Warrant Clearing Account	Check	1108978	09/13/22	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	825.00
NBAZ - Warrant Clearing Account	Check	1108979	09/13/22	Accounts Payable	BAUMAN HOME AND AUTO INC	1,069.61

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1108980	09/13/22	Accounts Payable	SARAH MAE BEGAY	590.00
NBAZ - Warrant Clearing Account	Check	1108981	09/13/22	Accounts Payable	BI INC	1,397.96
NBAZ - Warrant Clearing Account	Check	1108982	09/13/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,370.05
NBAZ - Warrant Clearing Account	Check	1108983	09/13/22	Accounts Payable	BOB BARKER COMPANY INC	2,902.93
NBAZ - Warrant Clearing Account	Check	1108984	09/13/22	Accounts Payable	BOOT BARN	155.96
NBAZ - Warrant Clearing Account	Check	1108985	09/13/22	Accounts Payable	GLORIA BOWMAN	70.62
NBAZ - Warrant Clearing Account	Check	1108986	09/13/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	21,627.63
NBAZ - Warrant Clearing Account	Check	1108987	09/13/22	Accounts Payable	ASHLEE BROWN	192.00
NBAZ - Warrant Clearing Account	Check	1108988	09/13/22	Accounts Payable	BROWN'S PARTSMASTER INC	541.02
NBAZ - Warrant Clearing Account	Check	1108989	09/13/22	Accounts Payable	BULWARK EXTERMINATING LLC	164.85
NBAZ - Warrant Clearing Account	Check	1108990	09/13/22	Accounts Payable	BURNHAM MORTUARY	448.78
NBAZ - Warrant Clearing Account	Check	1108991	09/13/22	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1108992	09/13/22	Accounts Payable	BURNHAM MORTUARY	1,000.00
NBAZ - Warrant Clearing Account	Check	1108993	09/13/22	Accounts Payable	BURNHAM MORTUARY	1,000.00
NBAZ - Warrant Clearing Account	Check	1108994	09/13/22	Accounts Payable	REDACTED	60.00
NBAZ - Warrant Clearing Account	Check	1108995	09/13/22	Accounts Payable	ELIZABETH A CASTILLO	44.48
NBAZ - Warrant Clearing Account	Check	1108996	09/13/22	Accounts Payable	CDW GOVERNMENT LLC	105.94
NBAZ - Warrant Clearing Account	Check	1108997	09/13/22	Accounts Payable	CELLULAR ONE NE AZ	194.03
NBAZ - Warrant Clearing Account	Check	1108998	09/13/22	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	4,778.33
NBAZ - Warrant Clearing Account	Check	1108999	09/13/22	Accounts Payable	KIMBERLY LOUISE COLE	21.81
NBAZ - Warrant Clearing Account	Check	1109000	09/13/22	Accounts Payable	CONTINUANT INC	1,237.16
NBAZ - Warrant Clearing Account	Check	1109001	09/13/22	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	2,428.75
NBAZ - Warrant Clearing Account	Check	1109002	09/13/22	Accounts Payable	DAVIS TRUE VALUE HARDWARE	11.99
NBAZ - Warrant Clearing Account	Check	1109003	09/13/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.71
NBAZ - Warrant Clearing Account	Check	1109004	09/13/22	Accounts Payable	DIAMOND C FEEDS	51.44
NBAZ - Warrant Clearing Account	Check	1109005	09/13/22	Accounts Payable	DISH NETWORK	131.17
NBAZ - Warrant Clearing Account	Check	1109006	09/13/22	Accounts Payable	EL CUPIDOS EXPRESS	104.73
NBAZ - Warrant Clearing Account	Check	1109007	09/13/22	Accounts Payable	EMPIRE MACHINERY	12,177.14
NBAZ - Warrant Clearing Account	Check	1109008	09/13/22	Accounts Payable	FERRELLGAS	54.93
NBAZ - Warrant Clearing Account	Check	1109009	09/13/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	544.13
NBAZ - Warrant Clearing Account	Check	1109010	09/13/22	Accounts Payable	GALL'S INC	201.37
NBAZ - Warrant Clearing Account	Check	1109011	09/13/22	Accounts Payable	GK INVESTIGATIONS	172.00
NBAZ - Warrant Clearing Account	Check	1109012	09/13/22	Accounts Payable	GOVERLAN INC	2,058.00
NBAZ - Warrant Clearing Account	Check	1109013	09/13/22	Accounts Payable	HILL AZ GROCERY STORE	115.69
NBAZ - Warrant Clearing Account	Check	1109014	09/13/22	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	2,582.41
NBAZ - Warrant Clearing Account	Check	1109015	09/13/22	Accounts Payable	INGRAM LIBRARY SERVICES	892.36
NBAZ - Warrant Clearing Account	Check	1109016	09/13/22	Accounts Payable	TERESA ANN JOHN	19.29
NBAZ - Warrant Clearing Account	Check	1109017	09/13/22	Accounts Payable	JOHNSON APPRAISAL GROUP PLLC	742.30

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109018	09/13/22	Accounts Payable	MONTY KENNETH KLAH	635.34
NBAZ - Warrant Clearing Account	Check	1109019	09/13/22	Accounts Payable	KONICA MINOLTA	48.01
NBAZ - Warrant Clearing Account	Check	1109020	09/13/22	Accounts Payable	LANGUAGE LINE SERVICES INC	68.44
NBAZ - Warrant Clearing Account	Check	1109021	09/13/22	Accounts Payable	LARSON WASTE INC	19.95
NBAZ - Warrant Clearing Account	Check	1109022	09/13/22	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	6,016.00
NBAZ - Warrant Clearing Account	Check	1109023	09/13/22	Accounts Payable	LIGHT HOUSE OF ARIZONA	260.55
NBAZ - Warrant Clearing Account	Check	1109024	09/13/22	Accounts Payable	LIVCO WATER & SEWER COMPANY	10.98
NBAZ - Warrant Clearing Account	Check	1109025	09/13/22	Accounts Payable	CEELAYE LIVINGSTON	262.47
NBAZ - Warrant Clearing Account	Check	1109026	09/13/22	Accounts Payable	DIANA M MORGAN	260.63
NBAZ - Warrant Clearing Account	Check	1109027	09/13/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	28.74
NBAZ - Warrant Clearing Account	Check	1109028	09/13/22	Accounts Payable	NAVAJO WESTERNERS	7.28
NBAZ - Warrant Clearing Account	Check	1109029	09/13/22	Accounts Payable	JULIE ANN NICHOLSON	75.00
NBAZ - Warrant Clearing Account	Check	1109030	09/13/22	Accounts Payable	KEIRSTEN NIELSEN	21.63
NBAZ - Warrant Clearing Account	Check	1109031	09/13/22	Accounts Payable	NILES RADIO	534.99
NBAZ - Warrant Clearing Account	Check	1109032	09/13/22	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	745.10
NBAZ - Warrant Clearing Account	Check	1109033	09/13/22	Accounts Payable	ORIENTAL TRADING COMPANY	137.15
NBAZ - Warrant Clearing Account	Check	1109034	09/13/22	Accounts Payable	ORKIN PEST CONTROL	560.74
NBAZ - Warrant Clearing Account	Check	1109035	09/13/22	Accounts Payable	OVERDRIVE INC	654.89
NBAZ - Warrant Clearing Account	Check	1109036	09/13/22	Accounts Payable	DARLENE OWENS	210.00
NBAZ - Warrant Clearing Account	Check	1109037	09/13/22	Accounts Payable	DENNIELLE PATTERSON	165.77
NBAZ - Warrant Clearing Account	Check	1109038	09/13/22	Accounts Payable	DOUGLAS LANCE PEARCE	30.00
NBAZ - Warrant Clearing Account	Check	1109039	09/13/22	Accounts Payable	PERFECT PRINTZ LLC	487.39
NBAZ - Warrant Clearing Account	Check	1109040	09/13/22	Accounts Payable	PITNEY BOWES	2,881.26
NBAZ - Warrant Clearing Account	Check	1109041	09/13/22	Accounts Payable	QUALITY CARQUEST	870.54
NBAZ - Warrant Clearing Account	Check	1109042	09/13/22	Accounts Payable	QUILL CORP	6,563.55
NBAZ - Warrant Clearing Account	Check	1109043	09/13/22	Accounts Payable	RAELENE RABAN	6.85
NBAZ - Warrant Clearing Account	Check	1109044	09/13/22	Accounts Payable	RCI SYSTEMS LLC	144.00
NBAZ - Warrant Clearing Account	Check	1109045	09/13/22	Accounts Payable	RELIABLE BACKGROUND SCREENING	15.00
NBAZ - Warrant Clearing Account	Check	1109046	09/13/22	Accounts Payable	RHINEHART OIL CO	86.69
NBAZ - Warrant Clearing Account	Check	1109047	09/13/22	Accounts Payable	RIGG LAW FIRM PLLC	3,144.00
NBAZ - Warrant Clearing Account	Check	1109048	09/13/22	Accounts Payable	RITE OF PASSAGE INC	1,152.00
NBAZ - Warrant Clearing Account	Check	1109049	09/13/22	Accounts Payable	RUNBECK ELECTION SERVICES INC	22,025.84
NBAZ - Warrant Clearing Account	Check	1109050	09/13/22	Accounts Payable	RUSH TRUCK CENTER	172.30
NBAZ - Warrant Clearing Account	Check	1109051	09/13/22	Accounts Payable	SAFELITE AUTO GLASS	736.44
NBAZ - Warrant Clearing Account	Check	1109052	09/13/22	Accounts Payable	SEM APPLICATIONS INC	96.00
NBAZ - Warrant Clearing Account	Check	1109053	09/13/22	Accounts Payable	REDACTED	1,560.29
NBAZ - Warrant Clearing Account	Check	1109054	09/13/22	Accounts Payable	SPARKLETT'S WATER	24.02
NBAZ - Warrant Clearing Account	Check	1109055	09/13/22	Accounts Payable	ST JOHNS CITY	3,070.04

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109056	09/13/22	Accounts Payable	SUMMIT FUNERAL HOME	450.00
NBAZ - Warrant Clearing Account	Check	1109057	09/13/22	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	857.70
NBAZ - Warrant Clearing Account	Check	1109058	09/13/22	Accounts Payable	SUN GLASS LLC	1,125.63
NBAZ - Warrant Clearing Account	Check	1109059	09/13/22	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	632.41
NBAZ - Warrant Clearing Account	Check	1109060	09/13/22	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1109061	09/13/22	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	380.90
NBAZ - Warrant Clearing Account	Check	1109062	09/13/22	Accounts Payable	THE SANDBAGGER LLC	8,873.00
NBAZ - Warrant Clearing Account	Check	1109063	09/13/22	Accounts Payable	THOMSON REUTERS WEST	7,187.17
NBAZ - Warrant Clearing Account	Check	1109064	09/13/22	Accounts Payable	TOWN OF EAGAR	313.33
NBAZ - Warrant Clearing Account	Check	1109065	09/13/22	Accounts Payable	TOWN OF SPRINGERVILLE	184.72
NBAZ - Warrant Clearing Account	Check	1109066	09/13/22	Accounts Payable	TRIPLE R FUELS	316.15
NBAZ - Warrant Clearing Account	Check	1109067	09/13/22	Accounts Payable	W JEFFORY UDALL	35.00
NBAZ - Warrant Clearing Account	Check	1109068	09/13/22	Accounts Payable	US POSTMASTER	242.00
NBAZ - Warrant Clearing Account	Check	1109069	09/13/22	Accounts Payable	VERIZON WIRELESS	1,180.38
NBAZ - Warrant Clearing Account	Check	1109070	09/13/22	Accounts Payable	WASTE MANAGEMENT OF AZ	137.98
NBAZ - Warrant Clearing Account	Check	1109071	09/13/22	Accounts Payable	WESTERN DRUG COMPANY	20.00
NBAZ - Warrant Clearing Account	Check	1109072	09/13/22	Accounts Payable	MICHAEL B WHITING	232.46
NBAZ - Warrant Clearing Account	Check	1109073	09/13/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	145.07
NBAZ - Warrant Clearing Account	Check	1109074	09/13/22	Accounts Payable	LELANI MICHELLE YAZZIE	384.00
NBAZ - Warrant Clearing Account	Check	1109075	09/13/22	Accounts Payable	IVAN D ZHELEV	350.19
NBAZ - Warrant Clearing Account	Check	1109076	09/13/22	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
NBAZ - Warrant Clearing Account	Check	1109101	09/13/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	323.20
NBAZ - Warrant Clearing Account	Check	1109102	09/13/22	Accounts Payable	APACHE COUNTY FSA	654.73
NBAZ - Warrant Clearing Account	Check	1109103	09/13/22	Accounts Payable	APACHE COUNTY HSA	5,088.57
NBAZ - Warrant Clearing Account	Check	1109104	09/13/22	Accounts Payable	APACHE COUNTY MEDICAL	180,721.75
NBAZ - Warrant Clearing Account	Check	1109105	09/13/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	163,932.94
NBAZ - Warrant Clearing Account	Check	1109106	09/13/22	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1109107	09/13/22	Accounts Payable	ASRS LEGACY EORP	9,813.79
NBAZ - Warrant Clearing Account	Check	1109108	09/13/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	128,596.77
NBAZ - Warrant Clearing Account	Check	1109109	09/13/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1109110	09/13/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,306.20
NBAZ - Warrant Clearing Account	Check	1109111	09/13/22	Accounts Payable	CORP AOC DISABILITY	32.16
NBAZ - Warrant Clearing Account	Check	1109112	09/13/22	Accounts Payable	CORP DISABILITY	199.28
NBAZ - Warrant Clearing Account	Check	1109113	09/13/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,941.99
NBAZ - Warrant Clearing Account	Check	1109114	09/13/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,557.43
NBAZ - Warrant Clearing Account	Check	1109115	09/13/22	Accounts Payable	EODCRS DISABILITY	8.10
NBAZ - Warrant Clearing Account	Check	1109116	09/13/22	Accounts Payable	EORP LEGACY	1,580.77
NBAZ - Warrant Clearing Account	Check	1109117	09/13/22	Accounts Payable	GURSTEL LAW FIRM PC	181.65

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109118	09/13/22	Accounts Payable	NATIONWIDE	4,191.21
NBAZ - Warrant Clearing Account	Check	1109119	09/13/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1109120	09/13/22	Accounts Payable	NATIONWIDE TRUST FSB	3,268.63
NBAZ - Warrant Clearing Account	Check	1109121	09/13/22	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1109122	09/13/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,351.45
NBAZ - Warrant Clearing Account	Check	1109123	09/13/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,635.01
NBAZ - Warrant Clearing Account	Check	1109124	09/13/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1109125	09/13/22	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1109126	09/13/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,125.00
NBAZ - Warrant Clearing Account	Check	1109127	09/15/22	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
NBAZ - Warrant Clearing Account	Check	1109128	09/15/22	Accounts Payable	AZ ASSN OF COUNTIES	14,985.44
NBAZ - Warrant Clearing Account	Check	1109129	09/15/22	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	138.27
NBAZ - Warrant Clearing Account	Check	1109130	09/15/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,200.00
NBAZ - Warrant Clearing Account	Check	1109131	09/15/22	Accounts Payable	RYAN N PATTERSON	357.00
NBAZ - Warrant Clearing Account	Check	1109132	09/15/22	Accounts Payable	RYAN N PATTERSON	296.38
NBAZ - Warrant Clearing Account	Check	1109133	09/15/22	Accounts Payable	JEFF SODERQUIST	86.00
NBAZ - Warrant Clearing Account	Check	1109134	09/15/22	Accounts Payable	KASANDRA LEE TUMA	1,024.00
NBAZ - Warrant Clearing Account	Check	1109135	09/19/22	Accounts Payable	NAVAJO NATION	560.80
NBAZ - Warrant Clearing Account	Check	1109136	09/21/22	Accounts Payable	4 RIVERS EQUIPMENT LLC	859.32
NBAZ - Warrant Clearing Account	Check	1109137	09/21/22	Accounts Payable	AIR COMM CORPORATION	3,842.96
NBAZ - Warrant Clearing Account	Check	1109138	09/21/22	Accounts Payable	ALL MOUNTAIN RV SERVICE & SUPPLY	33.29
NBAZ - Warrant Clearing Account	Check	1109139	09/21/22	Accounts Payable	ALLEGRA	14,616.03
NBAZ - Warrant Clearing Account	Check	1109140	09/21/22	Accounts Payable	ALSCO INC	1,419.77
NBAZ - Warrant Clearing Account	Check	1109141	09/21/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,505.67
NBAZ - Warrant Clearing Account	Check	1109142	09/21/22	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	250.00
NBAZ - Warrant Clearing Account	Check	1109143	09/21/22	Accounts Payable	AT&T MOBILITY	159.62
NBAZ - Warrant Clearing Account	Check	1109144	09/21/22	Accounts Payable	AZ SUPREME COURT	500.00
NBAZ - Warrant Clearing Account	Check	1109145	09/21/22	Accounts Payable	AZ SUPREME COURT	200.00
NBAZ - Warrant Clearing Account	Check	1109146	09/21/22	Accounts Payable	B&R TRUCKING	9,329.06
NBAZ - Warrant Clearing Account	Check	1109147	09/21/22	Accounts Payable	BACKWOODS TEES LLC	725.80
NBAZ - Warrant Clearing Account	Check	1109148	09/21/22	Accounts Payable	BASHAS' CORPORATE OFFICE	251.70
NBAZ - Warrant Clearing Account	Check	1109149	09/21/22	Accounts Payable	BAUMAN HOME AND AUTO INC	4,824.05
NBAZ - Warrant Clearing Account	Check	1109150	09/21/22	Accounts Payable	BCJA TRANSPORT LLC	30,000.00
NBAZ - Warrant Clearing Account	Check	1109151	09/21/22	Accounts Payable	BERNICE BEGAY	128.00
NBAZ - Warrant Clearing Account	Check	1109152	09/21/22	Accounts Payable	SARAH MAE BEGAY	165.00
NBAZ - Warrant Clearing Account	Check	1109153	09/21/22	Accounts Payable	TYLER BIA	128.00
NBAZ - Warrant Clearing Account	Check	1109154	09/21/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	185.79
NBAZ - Warrant Clearing Account	Check	1109155	09/21/22	Accounts Payable	BOOT BARN	600.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109156	09/21/22	Accounts Payable	GLORIA BOWMAN	953.75
NBAZ - Warrant Clearing Account	Check	1109157	09/21/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	37,834.40
NBAZ - Warrant Clearing Account	Check	1109158	09/21/22	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	153.50
NBAZ - Warrant Clearing Account	Check	1109159	09/21/22	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	19,920.00
NBAZ - Warrant Clearing Account	Check	1109160	09/21/22	Accounts Payable	CNA SURETY	300.00
NBAZ - Warrant Clearing Account	Check	1109161	09/21/22	Accounts Payable	CONDITIONED RESPONSE TRAINING	200.00
NBAZ - Warrant Clearing Account	Check	1109162	09/21/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	295.11
NBAZ - Warrant Clearing Account	Check	1109163	09/21/22	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	90.19
NBAZ - Warrant Clearing Account	Check	1109164	09/21/22	Accounts Payable	CORDANT HEALTH SOLUTIONS	1,129.46
NBAZ - Warrant Clearing Account	Check	1109165	09/21/22	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	312.00
NBAZ - Warrant Clearing Account	Check	1109166	09/21/22	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	317.67
NBAZ - Warrant Clearing Account	Check	1109167	09/21/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	511.03
NBAZ - Warrant Clearing Account	Check	1109168	09/21/22	Accounts Payable	NICOLE CURLEY	128.00
NBAZ - Warrant Clearing Account	Check	1109169	09/21/22	Accounts Payable	DAVIS TRUE VALUE HARDWARE	121.35
NBAZ - Warrant Clearing Account	Check	1109170	09/21/22	Accounts Payable	TINA DAWES	56.26
NBAZ - Warrant Clearing Account	Check	1109171	09/21/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1109172	09/21/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	203.34
NBAZ - Warrant Clearing Account	Check	1109173	09/21/22	Accounts Payable	DISH NETWORK	88.53
NBAZ - Warrant Clearing Account	Check	1109174	09/21/22	Accounts Payable	DISH NETWORK	196.93
NBAZ - Warrant Clearing Account	Check	1109175	09/21/22	Accounts Payable	FELIPA A EARL	12.08
NBAZ - Warrant Clearing Account	Check	1109176	09/21/22	Accounts Payable	EMPIRE MACHINERY	11,011.00
NBAZ - Warrant Clearing Account	Check	1109177	09/21/22	Accounts Payable	ESRI INC	2,182.00
NBAZ - Warrant Clearing Account	Check	1109178	09/21/22	Accounts Payable	EXCEL HOSE LLC	430.55
NBAZ - Warrant Clearing Account	Check	1109179	09/21/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	600.68
NBAZ - Warrant Clearing Account	Check	1109180	09/21/22	Accounts Payable	FRONTIER	1,895.58
NBAZ - Warrant Clearing Account	Check	1109181	09/21/22	Accounts Payable	FRONTIER	188.87
NBAZ - Warrant Clearing Account	Check	1109182	09/21/22	Accounts Payable	FRONTIER	190.32
NBAZ - Warrant Clearing Account	Check	1109183	09/21/22	Accounts Payable	FRONTIER	117.94
NBAZ - Warrant Clearing Account	Check	1109184	09/21/22	Accounts Payable	FRONTIER	84.82
NBAZ - Warrant Clearing Account	Check	1109185	09/21/22	Accounts Payable	FRONTIER	119.33
NBAZ - Warrant Clearing Account	Check	1109186	09/21/22	Accounts Payable	FRONTIER	180.28
NBAZ - Warrant Clearing Account	Check	1109187	09/21/22	Accounts Payable	FRONTIER	212.81
NBAZ - Warrant Clearing Account	Check	1109188	09/21/22	Accounts Payable	GALL'S INC	226.80
NBAZ - Warrant Clearing Account	Check	1109189	09/21/22	Accounts Payable	GREER COMMUNITY FACILITIES	935.54
NBAZ - Warrant Clearing Account	Check	1109190	09/21/22	Accounts Payable	HATCH CONSTRUCTION	3,897.40
NBAZ - Warrant Clearing Account	Check	1109191	09/21/22	Accounts Payable	HILL AZ GROCERY STORE	368.50
NBAZ - Warrant Clearing Account	Check	1109192	09/21/22	Accounts Payable	HILLYARD/FLAGSTAFF	282.22
NBAZ - Warrant Clearing Account	Check	1109193	09/21/22	Accounts Payable	HODGE PRODUCTS	1,583.79

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109194	09/21/22	Accounts Payable	LETA HONNIE	168.76
NBAZ - Warrant Clearing Account	Check	1109195	09/21/22	Accounts Payable	INGRAM LIBRARY SERVICES	1,438.31
NBAZ - Warrant Clearing Account	Check	1109196	09/21/22	Accounts Payable	JAMES KEMP THIN BLUE LINE LANDSCAPING	200.00
NBAZ - Warrant Clearing Account	Check	1109197	09/21/22	Accounts Payable	KAYLA AMY JOHNSON	5.87
NBAZ - Warrant Clearing Account	Check	1109198	09/21/22	Accounts Payable	KATHERINE CHRISTENSEN & ASSOCIATES INC	555.80
NBAZ - Warrant Clearing Account	Check	1109199	09/21/22	Accounts Payable	KIMBALL EQUIPMENT COMPANY	28,987.87
NBAZ - Warrant Clearing Account	Check	1109200	09/21/22	Accounts Payable	LAWSON PRODUCTS INC	1,105.73
NBAZ - Warrant Clearing Account	Check	1109201	09/21/22	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	1,268.37
NBAZ - Warrant Clearing Account	Check	1109202	09/21/22	Accounts Payable	LOWES #24	438.09
NBAZ - Warrant Clearing Account	Check	1109203	09/21/22	Accounts Payable	MISSION UNIFORM & LINEN	126.94
NBAZ - Warrant Clearing Account	Check	1109204	09/21/22	Accounts Payable	LAILAUNI J MOORE	128.00
NBAZ - Warrant Clearing Account	Check	1109205	09/21/22	Accounts Payable	MOUNTAIN MOBILE AUTO GLASS	740.88
NBAZ - Warrant Clearing Account	Check	1109206	09/21/22	Accounts Payable	NAPA	342.13
NBAZ - Warrant Clearing Account	Check	1109207	09/21/22	Accounts Payable	NAVAJO COUNTY SCHOOL SUPERINTENDENT OFFICE	250.00
NBAZ - Warrant Clearing Account	Check	1109208	09/21/22	Accounts Payable	NAVAJO SANITATION INC	461.10
NBAZ - Warrant Clearing Account	Check	1109209	09/21/22	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	1,645.12
NBAZ - Warrant Clearing Account	Check	1109210	09/21/22	Accounts Payable	NAVAJO TRACTOR SALES INC	499.50
NBAZ - Warrant Clearing Account	Check	1109211	09/21/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,844.84
NBAZ - Warrant Clearing Account	Check	1109212	09/21/22	Accounts Payable	NAVAJO WESTERNERS	235.20
NBAZ - Warrant Clearing Account	Check	1109213	09/21/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	13,367.83
NBAZ - Warrant Clearing Account	Check	1109214	09/21/22	Accounts Payable	FLORA NEZ	128.00
NBAZ - Warrant Clearing Account	Check	1109215	09/21/22	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	26.22
NBAZ - Warrant Clearing Account	Check	1109216	09/21/22	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	522.59
NBAZ - Warrant Clearing Account	Check	1109217	09/21/22	Accounts Payable	ANTONY C NOTAH	108.00
NBAZ - Warrant Clearing Account	Check	1109218	09/21/22	Accounts Payable	O'REILLY AUTO PARTS	156.23
NBAZ - Warrant Clearing Account	Check	1109219	09/21/22	Accounts Payable	OFFICE DEPOT	46.69
NBAZ - Warrant Clearing Account	Check	1109220	09/21/22	Accounts Payable	PACIFIC PONDEROSA CO INC	18,302.78
NBAZ - Warrant Clearing Account	Check	1109221	09/21/22	Accounts Payable	PCLLIQUIDATIONS.COM	493.37
NBAZ - Warrant Clearing Account	Check	1109222	09/21/22	Accounts Payable	PERFECT PRINTZ LLC	994.11
NBAZ - Warrant Clearing Account	Check	1109223	09/21/22	Accounts Payable	PERKINS CINDERS INC	3,661.10
NBAZ - Warrant Clearing Account	Check	1109224	09/21/22	Accounts Payable	PIMA COUNTY MEDICAL	12,500.00
NBAZ - Warrant Clearing Account	Check	1109225	09/21/22	Accounts Payable	PINAL COUNTY ARIZONA	10,063.00
NBAZ - Warrant Clearing Account	Check	1109226	09/21/22	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
NBAZ - Warrant Clearing Account	Check	1109227	09/21/22	Accounts Payable	RANDOLPH PLATT DDS	112.00
NBAZ - Warrant Clearing Account	Check	1109228	09/21/22	Accounts Payable	POWERSCREEN WESTERN LLC	663,950.44
NBAZ - Warrant Clearing Account	Check	1109229	09/21/22	Accounts Payable	PRONTO BIOMEDICAL SOLUTIONS LLC	2,436.01
NBAZ - Warrant Clearing Account	Check	1109230	09/21/22	Accounts Payable	PROPELLER AERO INC	7,450.00
NBAZ - Warrant Clearing Account	Check	1109231	09/21/22	Accounts Payable	QUALITY READY MIX INC	1,871.52

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109232	09/21/22	Accounts Payable	QUILL CORP	1,584.52
NBAZ - Warrant Clearing Account	Check	1109233	09/21/22	Accounts Payable	RAY ALLEN MANUFACTURING LLC	95.35
NBAZ - Warrant Clearing Account	Check	1109234	09/21/22	Accounts Payable	RHINEHART OIL CO	25,147.87
NBAZ - Warrant Clearing Account	Check	1109235	09/21/22	Accounts Payable	SCOTT J ROGERS	268.75
NBAZ - Warrant Clearing Account	Check	1109236	09/21/22	Accounts Payable	ROUND VALLEY RODEO	200.00
NBAZ - Warrant Clearing Account	Check	1109237	09/21/22	Accounts Payable	RUSH TRUCK CENTER	933.86
NBAZ - Warrant Clearing Account	Check	1109238	09/21/22	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1109239	09/21/22	Accounts Payable	SAFEWAY INC	50.47
NBAZ - Warrant Clearing Account	Check	1109240	09/21/22	Accounts Payable	PATRICK J SANDOVAL	46.00
NBAZ - Warrant Clearing Account	Check	1109241	09/21/22	Accounts Payable	SECURUS TECHNOLOGIES INC	3,748.49
NBAZ - Warrant Clearing Account	Check	1109242	09/21/22	Accounts Payable	SENTRY WELDING SUPPLY LLC	114.94
NBAZ - Warrant Clearing Account	Check	1109243	09/21/22	Accounts Payable	ALTON JOE SHEPHERD	539.26
NBAZ - Warrant Clearing Account	Check	1109244	09/21/22	Accounts Payable	SHI INTERNATIONAL CORP	652.52
NBAZ - Warrant Clearing Account	Check	1109245	09/21/22	Accounts Payable	SHOW LOW FORD INC	296.04
NBAZ - Warrant Clearing Account	Check	1109246	09/21/22	Accounts Payable	SONORA QUEST LABORATORIES	130.98
NBAZ - Warrant Clearing Account	Check	1109247	09/21/22	Accounts Payable	SOUTHWEST AG INC	848.04
NBAZ - Warrant Clearing Account	Check	1109248	09/21/22	Accounts Payable	SPARKLETT'S WATER	467.83
NBAZ - Warrant Clearing Account	Check	1109249	09/21/22	Accounts Payable	SPEEDY SALES AND SERVICE	805.60
NBAZ - Warrant Clearing Account	Check	1109250	09/21/22	Accounts Payable	ST JOHNS CITY	82.85
NBAZ - Warrant Clearing Account	Check	1109251	09/21/22	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	446.61
NBAZ - Warrant Clearing Account	Check	1109252	09/21/22	Accounts Payable	STANTEC CONSULTING SERVICES	24,716.44
NBAZ - Warrant Clearing Account	Check	1109253	09/21/22	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	416.88
NBAZ - Warrant Clearing Account	Check	1109254	09/21/22	Accounts Payable	TEME MISSION PALMS HOTEL AND CONFERENCE CENTER	4,418.18
NBAZ - Warrant Clearing Account	Check	1109255	09/21/22	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	286.60
NBAZ - Warrant Clearing Account	Check	1109256	09/21/22	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1109257	09/21/22	Accounts Payable	JARROD ARVISO TOACHEEENIE	206.00
NBAZ - Warrant Clearing Account	Check	1109258	09/21/22	Accounts Payable	TOTAL AUTO PROS WHOLESALE LLC	338.00
NBAZ - Warrant Clearing Account	Check	1109259	09/21/22	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1109260	09/21/22	Accounts Payable	TREAD MASTERS TIRE & LUBE	218.36
NBAZ - Warrant Clearing Account	Check	1109261	09/21/22	Accounts Payable	TRIPLE R FUELS	20.00
NBAZ - Warrant Clearing Account	Check	1109262	09/21/22	Accounts Payable	CRAIG TSOSIE	75.61
NBAZ - Warrant Clearing Account	Check	1109263	09/21/22	Accounts Payable	NICOLE M TSOSIE	291.63
NBAZ - Warrant Clearing Account	Check	1109264	09/21/22	Accounts Payable	UNIFIED SCREENING & CRUSHING - CA	1,077.30
NBAZ - Warrant Clearing Account	Check	1109265	09/21/22	Accounts Payable	UNIFIRST CORPORATION	119.72
NBAZ - Warrant Clearing Account	Check	1109266	09/21/22	Accounts Payable	UNITED PARCEL SERVICE	72.89
NBAZ - Warrant Clearing Account	Check	1109267	09/21/22	Accounts Payable	VALLEY AUTO PARTS	20.71
NBAZ - Warrant Clearing Account	Check	1109268	09/21/22	Accounts Payable	VALLEY IMAGING SOLUTIONS	145.22
NBAZ - Warrant Clearing Account	Check	1109269	09/21/22	Accounts Payable	VEGAS PRODUCTIONS INC	200.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1109270	09/21/22	Accounts Payable	VERIZON WIRELESS	747.18
NBAZ - Warrant Clearing Account	Check	1109271	09/21/22	Accounts Payable	CORINNA I WADDELL	18.15
NBAZ - Warrant Clearing Account	Check	1109272	09/21/22	Accounts Payable	CHERYL ANN WARD	69.88
NBAZ - Warrant Clearing Account	Check	1109273	09/21/22	Accounts Payable	CHRISTINE WAUNEKA	128.00
NBAZ - Warrant Clearing Account	Check	1109274	09/21/22	Accounts Payable	WESTERN EXPLOSIVES SYSTEMS CO (WESCO)	97,010.43
NBAZ - Warrant Clearing Account	Check	1109275	09/21/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	30.20
NBAZ - Warrant Clearing Account	Check	1109276	09/21/22	Accounts Payable	REDACTED	1,024.00
NBAZ - Warrant Clearing Account	Check	1109277	09/21/22	Accounts Payable	WHITE MOUNTAIN HORSEMENS ASSOCIATION	200.00
NBAZ - Warrant Clearing Account	Check	1109278	09/22/22	Accounts Payable	STEPHENIE M CLARK	42.48
NBAZ - Warrant Clearing Account	Check	1109279	09/22/22	Accounts Payable	RUBEN C GARCIA JR.	412.20
NBAZ - Warrant Clearing Account	Check	1109280	09/22/22	Accounts Payable	BEN HOOVER	62.79
NBAZ - Warrant Clearing Account	Check	1109281	09/22/22	Accounts Payable	CHRIS MCCARTHY	370.21
NBAZ - Warrant Clearing Account	Check	1109282	09/22/22	Accounts Payable	MARVIN MCCOO	346.83
NBAZ - Warrant Clearing Account	Check	1109283	09/22/22	Accounts Payable	ANTHONY MILITELLO	145.01
NBAZ - Warrant Clearing Account	Check	1109284	09/22/22	Accounts Payable	WALTER DWIGHT REYNOLDS	387.77
NBAZ - Warrant Clearing Account	Check	1109285	09/22/22	Accounts Payable	LAUREEN DAWN TAFOYA	173.01
NBAZ - Warrant Clearing Account	Check	1109286	09/22/22	Accounts Payable	JEREL THOMAS	338.97
NBAZ - Warrant Clearing Account	Check	1109287	09/22/22	Accounts Payable	WILLIAM WADE WILTBANK	175.19
NBAZ - Warrant Clearing Account	Check	1109288	09/22/22	Accounts Payable	APACHE COUNTY	30.00

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

County Manager

Date/Signature:

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

Request approval of minutes dated September 6, 2022.

BOS Meeting Date Requested 10/4/22

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

September 6, 2022

St. Johns, Arizona

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

Chairman Davis 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.

Joe Jarvis gave the invocation.

Stephanie McCarthy led the Pledge of Allegiance.

Chairman Davis called for the Health District item.

Kimberly Cole, Assistant Health Director, requested approval of Intergovernmental Agreement #CTR041404, Amendment #5, Women Infant, Children and Breastfeeding Peer Counseling Services, effective October 1, 2022, to September 30, 2023, in the amount of \$87,764.00. This amount has been budgeted for FY23. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Davis called for the regular agenda items.

The Board sat as the Board of Equalization to accept the following Petitions for Review of Real Property Valuation determinations heard by Hearing Officer Charles Johnson on August 29, 2022. Acceptance of hearing determination of Petition for Review of Real Property Valuation for Karen Hermerath, parcel #103-07-008Q.

Acceptance of hearing determination of Petition for Review of Real Property Valuation for George Richerson parcel #106-27-065.

Mr. Shirley moved to accept the determinations, seconded by Mr. Shepherd. Vote was unanimous.

Craig Sullivan, Executive Director, County Supervisors Association, provided a Powerpoint presentation on recent County Supervisors Association activities including discussion on the recent legislative session and budget.

Mr. Patterson presented the Consent Agenda items A-G and recommended approval. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** A. Request approval of demands as

distributed to the Apache County Board of Supervisors between August 15, 2022, to September 6, 2022. Demands are payments made, or to be made, by the County. Payee amount

NATIONAL BANK 34,745.25 NATIONAL BANK OF ARIZONA 0285 5,589.65
ARDEN FORENSICS, PC 2,250.00 FUTURE TIRE 16,578.09 A WORLD OF TRAVEL
1,286.32 ALL TRAFFIC SOLUTIONS INC 2,850.00 ALSCO INC 1,375.62 AMAZON
CAPITAL SERVICES INC 4,832.75 AZ DEPT OF RISK MANAGEMENT 1,529.98
AZLGEBT 352,052.99 B&R TRUCKING 36,928.07 BASHAS' CORPORATE OFFICE
1,357.24 BAUMAN HOME AND AUTO INC 1,547.85 BLUE HILLS ENVIRONMENTAL
1,646.64 BRAD HALL & ASSOCIATES INC 63,800.43 CDW GOVERNMENT LLC 1,121.94
CONTRACT PHARMACY SERVICES INC 4,657.26 DESERT MOUNTAIN
CORPORATION 15,275.09 DRONEDEPLOY, INC 7,188.00 EMPIRE MACHINERY
2,614.58 FLEET PRIDE 3,477.65 KLINT HEAP 1,550.12 HILLYARD/FLAGSTAFF 1,851.95
INLAND KENWORTH INC (FARMINGTON) 1,434.96 KARPEL COMPUTER SYSTEMS
INC 1,527.40 LAW OFFICE OF MICHAEL S PENROD PLC 5,904.00 NAVAJO TRIBAL
UTILITY AUTHORITY 2,635.27 PERFORMANCE REPORTERS INC 1,192.16 PERKINS
CINDERS INC 1,250.13 PROQUEST LLC 1,478.43 PUBLIC SAFETY CANCER
INSURANCE 1,050.00 QUALITY CARQUEST 1,638.52 QUILL CORP 5,648.29
SAFELITE AUTO GLASS 1,278.57 SECURUS TECHNOLOGIES INC 1,934.00 SKY BLUE
HVAC LLC 1,049.00 SOUTHERN TIRE MART LLC 1,031.85 ST JOHNS CITY 2,441.09
SUN RIDGE SYSTEMS, INC 4,700.00 THE AARONS COMPANY LLC 3,000.00 CRAIG
TSOSIE 1,721.55 KASANDRA LEE TUMA 1,024.00 VALLEY AUTO PARTS 2,943.24
WOODSON ENGINEERING & SURVEYING INC 10,354.50 FAYE WURSTNER-REAGAN
1,024.00 YAZZIE'S AUTO PARTS INC 3,214.31 APACHE COUNTY HSA 5,329.82
APACHE COUNTY MEDICAL 175,648.30 APACHE COUNTY TAX WITHHOLDING
177,629.21 ASRS LEGACY EORP 9,813.79 AZ STATE RETIREMENT SYSTEM 134,618.59
COLONIAL LIFE AND ACCIDENT INS 1,306.20 CORRECTIONS OFFICER RET PLAN
11,589.89 CORRECTIONS OFFICER RETIREMENT PLAN 5201,759.99 EORP LEGACY
1,580.77 NATIONWIDE 3,976.74 NATIONWIDE TRUST FSB 3,275.24 PUBLIC SAFETY
PERSONNEL 401 16,351.45 PUBLIC SAFETY SHERIFF RET 8,395.80 SUPPORT
PAYMENT CLEARINGHOUSE 1,125.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS
4,880.39 CONTINUANT INC 6,185.80 ROBERT JAMES HIGGINS 1,463.53 THE
GUIDANCE CENTER 1,000.00 ADHS AZ HEALTH CARE COST 22,400.00 ALLEGRA
1,940.90 AMAZON CAPITAL SERVICES INC 5,935.68 ANDERSON RESOURCE GROUP
INC 2,387.72 AZ COUNTIES INSURANCE POOL 6,145.50 AZ SUPREME COURT 2,630.00
BAUMAN HOME AND AUTO INC 1,736.89 BEST WESTERN - CANYON DECHELLY
MOTEL INC 1,151.76 BLUE KNIGHT SECURITY LLC 3,425.00 BREWER LAW OFFICE
PLLC 8,500.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS 2,183.27 CONTINUANT
INC 1,237.16 CORDANT HEALTH SOLUTIONS 1,136.44 DELL COMPUTER
CORPORATION
2,053.17 DESERT MOUNTAIN CORPORATION 10,392.55 ELECTION SYSTEMS AND
SOFTWARE 2,968.40 EMPIRE MACHINERY 3,106.23 FIELDS OUTDOOR
ADVENTURES, LLP 3,130.00 FRONTIER 1,887.60 FRONTIER 4,675.32 HAMBLIN LAW
OFFICE PLC 8,500.00 ROBERT JAMES HIGGINS 2,328.54 HORNE AUTO CENTER
INC 1,002.59 INGRAM LIBRARY SERVICES 5,071.18 JOHNSON CONTROLS FIRE
PROTECTION LP 12,640.84 MH CONSULTING & PROJECT MANAGEMENT LLC
3,235.63 NAVAJO TIMES PUBLISHING COMPANY INC 1,645.12 NAVOPACHE

ELECTRIC COOPERATIVE 22,305.43 NORTHLAND PIONEER COLLEGE 36,524.02
DANA BRYCE PATTERSON 8,500.00 PERFORMANCE REPORTERS INC 1,535.00 PINAL
COUNTY ARIZONA 15,268.00 QUILL CORP 2,064.65 PRESTON MAURICE RABAN
4,675.00 RHINEHART OIL CO 23,709.35 RIGG LAW FIRM PLLC 2,344.00 SALT RIVER
PROJECT - SRP – MARS 2,182.00 SCHOOL WEBMASTERS LLC & CIVIC WEBMASTERS
2,574.00 SECURUS TECHNOLOGIES INC 1,359.82 SHI INTERNATIONAL CORP 2,580.35
SOUTHERN TIRE MART LLC 2,330.64 ST JOHNS EMERGENCY SERVICES 1,312.62
SWDC BUSINESS DEVELOPMENT LLC 6,014.33 HE GUIDANCE CENTER 1,000.00
THOMSON REUTERS WEST 1,193.56 TRINITY SERVICES GROUP INC 21,408.80
VALLEY AUTO PARTS 1,833.50 VERIZON WIRELESS 1,205.72 WHITE MOUNTAIN
PUBLISHING CO 1,617.16 WOODLAND BUILDING CENTER C/O NATIONS BEST
5,635.18 OKANOGAN TRAIL CONSTRUCTION 6,194.00 EQUIPMENTSHARE.COM INC
1,739.43 NAVOPACHE ELECTRIC COOPERATIVE 1,934.54 NILES RADIO 33,422.44
AMAZON CAPITAL SERVICES INC 29,607.86 ASPHALT ZIPPER INC 1,980.95 AZLGEBT
352,849.61 BAUMAN HOME AND AUTO INC 1,069.07 BILTMORE PRO PRINT 2,117.70
DESERT MOUNTAIN CORPORATION 9,623.59 DISCOUNTELL INC 1,301.03 EMPIRE
MACHINERY 2,015.95 ENVIRONMENTAL TECHNOLOGY INC (ENTECH) 24,723.72
FRONTIER 1,308.40 FRONTIER 4,679.56 PAUL HANCOCK 1,634.21 HATCH CONCRETE
INC 1,626.45 HILLYARD/FLAGSTAFF 1,292.14 HORNE AUTO CENTER INC 2,092.46
GENEVA L JACKSON 1,820.87 JASON WAYNE MOORE 5,265.00 NAVAJO COUNTY
5,000.00 NAVAJO TRIBAL UTILITY AUTHORITY 3,170.54 NAVOPACHE ELECTRIC
COOPERATIVE 5,200.16 PACIFIC PONDEROSA CO INC 8,731.80 PERFORMANCE
REPORTERS INC 4,982.50 PITNEY BOWES RESERVE ACCOUNT 5,000.00 QUILL CORP
3,037.30 RDO EQUIPMENT CO 3,747.09 RHINEHART OIL CO 30,796.96 RUSH TRUCK
CENTER 1,255.58 SECURUS TECHNOLOGIES INC 2,684.87 SHI INTERNATIONAL CORP
2,327.33 ST JOHNS EMERGENCY SERVICES 1,063.26 TESAB PARTS CENTER INC
4,403.74 TRACTOR SUPPLY CO 2,205.35 VERIZON WIRELESS 1,467.80 WEBGROUP
MEDIA LLC 3,264.00 WHITE MOUNTAIN AMBULANCE SERVICE INC 1,432.22
OKANOGAN TRAIL CONSTRUCTION 6,194.00 B&R TRUCKING 10,981.70 ATCH
TOYOTA 34,565.94 BRETT ELMER 1,190.63 KENJI LEE MCCOO 1,082.50 Specific details
of the demands may be requested through the County public record request process. B. Request
approval of minutes dated August 15, 2022, and August 18, 2022. C. Request approval of a
resolution declaring recognition of fallen firefighters and emergency services personnel.

**A RESOLUTION DECLARING RECOGNITION OF FALLEN FIREFIGHTERS AND
EMERGENCY SERVICES PERSONNEL**

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and

WHEREAS, an average of 90 firefighters courageously make the ultimate sacrifice in the line of duty each year, including nineteen firefighters who lost their lives during the Yarnell Hill Fire in Arizona on June 30, 2013; and

WHEREAS, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards, and sacrifices faced by fire and emergency services personnel on a daily basis; and

WHEREAS, the Rodeo-Chediski, Wallow, Cedar Creek, Rattlesnake, and Whiting Knoll Fires brought awareness of the local sacrifices, hazards, duties, responsibilities that we as a community face and those faced by emergency responders; and

WHEREAS, firefighters and emergency services personnel are at a higher risk for chronic heart problems and respiratory issues. Today they are in a higher risk group during this terrible Covid-19 pandemic, several emergency responders have paid the ultimate sacrifice this year with our health pandemic; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Memorial Service marks the beginning of the annual Fire Prevention Week observance; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, Arizona, now calls upon all citizens of Apache County and upon all patriotic, civic, and educational organizations in Apache County to observe the first Saturday in October, October 2, 2021, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff. The Board encourages appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

BE IT THEREFORE RESOLVED that the Board of Supervisors of Apache County, further calls upon citizens of Apache County to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes.

Adopted this 6th day of September 2022

/s/ Nelson Davis

Chairman of the Board

ATTEST:

/s/ Ryan N. Patterson

Clerk of the Board

Recorder's Office: D. Request approval of the Early Voting Sites, Drop Box locations and Emergency Early Voting locations for the November 8, 2022, General Election. Emergency Management: E. Request approval of an Amendment to the 2021-2022 Public Health Emergency Preparedness (PHEP) Grant to June 30, 2023. This was budgeted for in 2023. Community Development: F. Request approval to re-appoint Oscar Miranda from Alpine to serve on the Planning & Zoning Commission for a 4-year term. School Superintendent's Office: G. Pursuant to A.R.S. 15-424(E), request approval to cancel the school district elections and appoint persons pursuant to A.R.S. 15-302(A)(3) to fill vacancies for the following districts: Concho Elementary School District #6, two 4-year terms and McNary Elementary School District #23, two 4-year terms. Vote was unanimous of Consent Agenda items A-G.

Roscoe Herrera, Chief Deputy Sheriff, requested approval of the contract with Off Duty Management for support and administrative services specific to off-duty, outside employment requests and assignments for deputies, including scheduling, billing, payroll, and reporting at no cost to the County. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to award Bid #2022-06 for the purchase of a used crusher for the Limestone Pit, using HURF funds to Power screen, the low bidder.

Empire Machinery	\$893,926.52
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Powerscreen Southwest	\$450,925.00
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Mr. Shepherd moved approval to award the bid to Powerscreen Southwest, seconded by Mr. Shirley. Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to award Bid #2022-07 for a used incline screen for the Limestone Pit, using HURF funds to Powerscreen Southwest, the low bidder.

Empire Machinery	\$382,362.95
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Powerscreen Southwest	\$212,200.00
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Mr. Shirley moved approval to award the bid to Powerscreen Southwest, seconded by Mr. Shepherd. Vote was unanimous.

Ferrin Crosby, County Engineer requested approval of a lease/purchase agreement with RDO Equipment Co. for a 2022 John Deere 644P Loader, using Sourcewell Contract #032119-JDC in the amount of \$348,408.66, to be paid in three annual increments of 109,037.35 each, utilizing District II funds. **Mr. Shirley moved approval seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson requested approval of a resolution to issue tax exempt and/or taxable health care institution bonds for the Industrial Development Authority of Apache County for the White Mountain Regional Medical Center Project, Series 2022. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

APACHE COUNTY BOARD OF SUPERVISORS

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, APPROVING THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF APACHE OF ONE OR MORE SERIES OF ITS TAX-EXEMPT AND/OR TAXABLE HEALTH CARE INSTITUTION REVENUE BONDS (WHITE MOUNTAIN REGIONAL MEDICAL CENTER PROJECT), SERIES 2022 (THE "BONDS") IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,500,000.

WHEREAS, The Industrial Development Authority of the County of Apache (the "Issuer"), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona empowered under the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act"), to issue revenue bonds for the purposes set forth in the Act, including the making of secured or unsecured loans for the purpose of financing the acquisition, construction, improvement or equipping of a "project" whenever the Board of Directors of the Issuer finds such loans to be in furtherance of the purposes of the Authority or in the public interest and to refund outstanding obligations incurred by an enterprise to finance the cost of a project when the Board of Directors of the Issuer finds that the refinancing is in the public interest;

WHEREAS, the Issuer intends to issue and sell the Series 2022 Bonds in an aggregate amount not to exceed \$9,500,000, the proceeds of which will be lent by the Issuer to White Mountain Communities Hospital, Inc., d/b/a White Mountain Regional Medical Center, an Arizona nonprofit corporation (the "Borrower"), to assist the Borrower in (a) financing the costs of acquiring, constructing, improving, installing and equipping an expansion of its emergency room facilities and its magnetic resonance imaging facilities, all to be located at 118 S. Mountain Ave., Springerville, Arizona 85938 for use by the Borrower in connection with its health care operations; and (b) financing certain costs of issuance of the Series 2022 Bonds;

WHEREAS, on August 19, 2022, the Issuer resolved to issue the Series 2022 Bonds, such Resolution being conditioned upon, among other things, the granting of approval to the issuance of the Series 2022 Bonds by the Apache County Board of Supervisors;

WHEREAS, the Resolution authorizes, among other things, the issuance and sale of the Series 2022 Bonds, the execution and delivery of an Indenture of Trust, a Loan Agreement and such other documents as required for the issuance of the Series 2022 Bonds;

WHEREAS, the terms, maturities, provisions for redemption, security, and sources of payment for the Series 2022 Bonds are set forth in the Indenture of Trust and the form of the Series 2022 Bonds;

WHEREAS, copies of said documents have been made available to the Apache County Board of Supervisors, together with the aforementioned Resolution of the Issuer;

WHEREAS, the Apache County Board of Supervisors have been informed that said documents have been reviewed by competent Bond Counsel, Greenberg Traurig, LLP, and said Bond Counsel has determined that said documents adequately meet the requirements of the Act and the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, as a result of the issuance and sale of the Series 2022 Bonds, certain bond proceeds will be made available to the Issuer, and the Issuer will use such funds to (a) to issue revenue bonds and use the proceeds thereof in accordance with the Act, (b) to contract with and employ others to provide for and to pay compensation for professional services and other services as the Issuer deems necessary for the financing of "projects" as defined in the Act, and (c) to pledge its property and revenues to secure the payment of the principal of and premium, if any, and interest on its revenue bonds;

WHEREAS, it is intended that this Resolution shall constitute approval by the Apache County Board of Supervisors with respect to the issuance of the Series 2022 Bonds pursuant to Section 35-721.B of the Act;

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Issuer under which the Series 2022 Bonds are to be issued require the approval of the Apache County Board of Supervisors for the issuance of the Series 2022 Bonds;

WHEREAS, pursuant to Section 147(f) of the Code, the Apache County Board of Supervisors must approve the issuance of the Series 2022 Bonds after a public hearing following reasonable public notice;

WHEREAS, following publication of Notice of Public Hearing in the *White Mountain Independent* on August 9, 2022, a public hearing was held by the Issuer, pursuant to Section 147(f) of the Code, on August 19, 2022, as described in the Notice of Public Hearing, a copy of which is attached hereto and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, as follows:

1. The issuance by the Issuer of the Series 2022 Bonds in the aggregate principal amount, not to exceed \$9,500,000 is approved for all purposes under the Act and the Code; and
2. The appropriate officers of the Apache County Board of Supervisors are hereby authorized and directed to do all such things to execute and deliver all such documents on behalf of the Apache County Board of Supervisors as may be necessary or desirable to effectuate the intent of this Resolution and the Resolutions of the Issuer in connection with the Series 2022 Bonds; and
3. It is intended that this Resolution shall constitute approval by the Apache County Board of Supervisors with respect to the issuance of the Series

2022 Bonds pursuant to (i) Section 35-721.B of the Act, and (ii) Section 147(f) of the Code.

PASSED, ADOPTED, AND APPROVED on September 6, 2022.

/s/ Nelson Davis
Chairman

ATTEST:
Ryan N. Patterson
Clerk

Mr. Patterson presented notice 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.

- The Eastern Arizona Counties Organization meeting on September 14, 2022, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on September 14, 2022, at 5:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on September 15, 2022 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

Chairman Davis opened the floor for call to the public.

Joe Jarvis, a resident of the County addressed the Board regarding road repair and forest health issues within the county.

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

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

Approved this 4th day of October 2022.

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

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

0000/0000/0000

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

County Manager's Office

Date/Signature: 9/26/2022

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

Discussion and possible approval of Memorandum of Understanding with Commnet Wireless, LLC regarding
distribution of matching funds for broadband project. This distribution does not affect the FY23 budget.

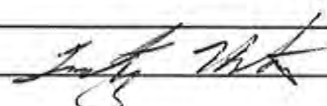
BOS Meeting Date Requested October 4, 2022

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 _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN COMMNET AZ, LLC AND
APACHE COUNTY**

This Memorandum of Understanding ("MOU") is entered into by and between Apache County, Arizona (the "County"), and Commnet AZ, LLC (the "Carrier").

WHEREAS, the County and the Carrier were awarded a grant as a partnership from the Arizona Commerce Authority (ACA), Arizona Broadband Development Grant (ADBG) Program to build a fiber network within the Southern Apache County Region;

WHEREAS, the County has an agreement with Salt River Project (SRP) and Tucson Electric Power (TEP), whereby SRP and TEP have agreed to provide \$600,000 in matching funds for the ACA Broadband Project; and

WHEREAS, the Carrier is eligible to receive reimbursement through the County for construction of broadband infrastructure in accordance with the grant; and

WHEREAS, the County has agreed to distribute to the Carrier the matching funds in accordance with the terms of this MOU.

NOW, THEREFORE, the parties hereby agree as follows:

A. Purpose

The purpose of this MOU is to outline the terms for the County to reimburse the Carrier with the matching funds provided by SRP and TEP for construction costs associated with the Southern Apache County Regional Broadband Project.

B. Compensation

The County agrees to reimburse up to \$600,000 for construction costs over the project period in accordance with the terms set forth in this MOU. Payment is to be made to Commnet AZ, LLC.

C. Payment Terms Provided Under Agreement

- (1) Deposited Funds.** The County will deposit funds from SRP and TEP in a County restricted account for the purpose of matching funds for the project.
- (2) Payment Schedule and Disbursement.** The County will distribute funds to the Carrier on a quarterly disbursement schedule upon demonstration of satisfactory completion of deliverables in accordance with the project timeline. Each quarterly disbursement will be in the amount of \$75,000 not to exceed \$600,000 according to the following schedule:

- a. Initial Payment – Upon execution of the MOU.
- b. Quarterly Payments – Within 30 days after the close of the quarter.
- c. Final Payment – Within 30 days of completion of project.

The Carrier will promptly invoice the County for each quarterly disbursement.

(3) Reporting. The Carrier will submit quarterly progress reports to the County that provide the status of the project in accordance with the project timeline.

D. Duration.

The term of this agreement is for two (2) years from the execution of this agreement. This MOU shall not become effective until executed by both Apache County and Commnet AZ LLC. Upon execution, this MOU shall be in effect until terminated by either party or upon completion of the project.

E. Renewal and Termination

(1) Automatic Renewal. This MOU will automatically renew after the initial two year term if the project has not been completed. However, this MOU will not automatically renew if either party provides written notice 30 days prior to renewal that it does not wish to renew the MOU.

(2) Termination. Either party may terminate this MOU upon written notice 30 days prior to the effective renewal date. This MOU will automatically terminate upon completion of the project and final payment is received by the Carrier.

(3) Rights and Duties Upon Termination. Upon termination of this MOU, the County shall reimburse the Carrier for any eligible disbursements in accordance with this agreement and the ACA ADBG grant award.

F. Amendments

This MOU shall not be altered, changed or amended except by a written instrument executed by both parties.

G. Scope of Agreement

This MOU incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this MOU. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

H. Choice of Law; Venue

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this MOU. Any action relating to this MOU must

be filed and maintained in the appropriate court of the State of Arizona in Apache County.

I. Cancellation for Conflict of Interest

This MOU is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this MOU by reference.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

Commnet AZ, LLC

Date

APACHE COUNTY

Nelson Davis
Chairman, Board of Supervisors

Date

Approved as to Form:

Attorney for Commnet AZ, LLC

Date

Attorney for Apache County

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

11/10/2017 13:44:11

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

County Manager's Office

Date/Signature: 9/26/2022

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

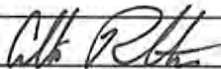
Discussion and possible approval of Franchise Agreement with Commnet Wireless, LLC regarding use of rights-of-way to install fiber optic cable. This agreement does not affect the FY23 budget.

BOS Meeting Date Requested October 4, 2022

PRE-AGENDA ITEM REVIEW

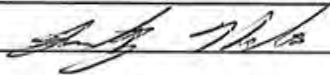
Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**NONEXCLUSIVE FRANCHISE AGREEMENT
FOR PURPOSE OF CONVEYING DATA COMMUNICATIONS**

Between

THE COUNTY OF APACHE,

and

**COMMNET AZ, LLC
A Delaware Limited Liability Company**

AGREEMENT # _____

NONEXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE COUNTY OF APACHE AND COMMNET AZ, LLC ("GRANTEE"), AN INTERNET SERVICE PROVIDER

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the 4th day of October, 2022 (hereinafter the "Effective Date"), by and between the County of Apache, Arizona, a municipal corporation and political subdivision of the State of Arizona (hereinafter referred to as "the County"), and Commnet AZ, LLC, a Delaware Limited Liability Company, together with its Affiliates (hereinafter collectively referred to as "the Grantee"). The County and Grantee may also be collectively referred to in this Agreement as the "Parties" or, individually, as a "Party."

WITNESSETH:

WHEREAS, the Grantee desires to provide telecommunication services ("Telecommunication Services") within the County and in connection therewith to establish a telecommunication services network in, under, along, over, and/or across present and future rights-of-way and other property of the County, consisting of telecommunication services lines, wireless solutions, fiber cables, manholes, handholes, and all other necessary appurtenances ("System" or "Telecommunication Services Network");

WHEREAS, the County, in the exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Grantee a nonexclusive franchise to install, operate, repair, remove, replace, and maintain a Telecommunication Services Network in the City, for the benefit of the County and its residents;

WHEREAS, pursuant to A.R.S. §§ 11-201 and 11-251, the County has the authority to provide, by contract, franchise, or public enterprise, for any utility to be furnished to the County for the residents thereof;

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and for other good and valuable consideration, the County and the Grantee agree as follows:

**ARTICLE 1
FRANCHISE**

1.1 Grant of Franchise. Upon approval by the County Board of Supervisors and execution by the parties, this Agreement shall be deemed to constitute a contract by and between the County and the Grantee establishing a Telecommunication Services Franchise ("Franchise"), pursuant to which the Grantee is authorized and granted a special privilege to utilize certain public property in the manner and subject to the terms and conditions described herein. The Franchise granted hereunder shall, subject to the terms and conditions of this Agreement, confer upon the Grantee the nonexclusive authorization and special privilege to install, operate, repair, maintain, remove, upgrade, and replace its Telecommunication Services Network on, over, and under County approved, County-owned utility

easements, streets, roads and public rights-of-way within the political boundaries of the County (hereinafter collectively referred to as the "County's Rights-of- Way") in order to provide Telecommunication Services.

1.2 Grant of License. As part of the foregoing Franchise, the Grantee is hereby given a revocable license to install wireless solutions and underground fiber optic cable in, on, or under County Rights-of-Way, so long as the County determines, in its sole discretion, that the location, method of installation, and use are acceptable. Notwithstanding any other provision contained herein, the revocable permit given hereby shall be automatically revoked if the Grantee fails to provide telecommunications services to at least one person or area in the County within one hundred eighty (180) days of installation of the Telecommunication Services Network pursuant to this Agreement. Further, a license may be revoked for any one of the reasons listed in the County Code.

1.3 Nonexclusive Franchise; Limitations. This Agreement shall not be interpreted to confer any exclusive right, privilege, license, or franchise to occupy or use the public ways of the County for delivery of Telecommunication Services or any other purpose. Additionally, the Franchise herein granted shall not convey any right, title or interest in the public ways, but shall be valid for a franchise only to use and occupy the public ways for the limited purposes and term stated in the grant. Further, no franchise shall be construed as any warranty of title.

1.4 Incorporated Provision of Law. Grantee shall comply with all the provisions and procedures set forth in the County Code, and nothing set forth in this Agreement shall be construed to limit or nullify the validity or effect thereof.

1.5 Franchise Territory. The Franchise granted herein shall be limited to a specific geographic area of the County to be served by the Grantee (hereinafter "Franchise Area"), and the specific public ways necessary to serve such areas, as more specifically set forth hereafter.

1.6 Encroachments. Grantee shall only encroach in and on approved County Rights-of-Way and other County-owned property in accordance with this Agreement and shall independently obtain all permissions necessary to encroach on any property, to include privately-owned property within the County.

1.7 Nondiscrimination. Grantee shall make its Telecommunications Services available to any customer within its Franchise Area who shall request such service, without discrimination as to the terms, conditions, rates or charges for Grantee's services; provided, however, that nothing herein shall prohibit Grantee from making any reasonable classifications among differently situated customers.

ARTICLE 2 CONSIDERATION

2.1 Franchise Fee. For and in consideration of the Franchise granted hereunder, the Grantee agrees to pay to the County one and a half percentage (1.5%) of Grantee's gross revenues. Such gross revenues shall exclude: (1) long distance access charges; (2) emergency 911 fees and surcharges; (3) equipment and other nontariff items which may be provided to the customers; and (4) any other

franchise fees, permit fees, business fees, regulatory fees or taxes payable by the Grantee by reason of its engaging in the business of furnishing Telecommunication Services in the County. Such payments shall be made quarterly, within sixty (60) days after the expiration of each calendar quarter or portion thereof, during which the Franchise granted hereunder is in effect. The Franchise Fee shall be calculated based on revenues, as detailed above, generated by Grantee during the applicable quarter of the calendar year. Notwithstanding any other provision contained in this Section 2.1, the County may, by resolution, reduce the compensation to be paid for the franchise to an amount less than stated in this agreement for a set period of time, upon the expiration of which the compensation shall return to the amount stated herein.

2.2 Performance Bond. Simultaneously with the execution of this Franchise, Grantee shall file with the County a performance bond (hereinafter the "Bond"), payable to the County, securing the Grantee's faithful performance of its obligations under this Franchise. This Agreement shall not go into effect until after the Performance Bond is executed.

(a) **Bond Amount.** The principal sum of the Bond shall be One Hundred Thousand Dollars (\$100,000.00).

(b) **County's Rights; Compensation.** The County shall have the right to deduct the sums, expenses, liquidated damages, compensation, or late fees payable or due by Grantee under this Agreement from the Bond. Grantee shall make up any difference of the Bond within ten (10) business days upon receipt of notice from the County for deduction of the Bond. If such Bond cannot cover the losses incurred to the County, Grantee shall make a timely payment to the County for the remainder of the losses incurred by the County, otherwise, the County may make further claim against Grantee for such remaining losses.

(c) **Execution.** The Bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of Arizona, with a financial condition and record of service satisfactory to the County. The Bond shall be in a form approved by the County Clerk or designee.

(d) **Return.** If the term of this Agreement expires and is not renewed pursuant to Article 4 of this Agreement, and Grantee has not breached the Agreement, the County shall return to Grantee the Bond in full. In the event of any uncured breach of this Agreement by Grantee, the County shall not return the Bond to Grantee until such time that all claims arising, as a result of such uncured breach have been settled. During the term of Agreement, if the County unilaterally requires the early termination of this Agreement, the County shall return the Bond to Grantee in full without interest.

2.3 Government & Public Safety Concessions:

(a) The County reserves the right to lease at agreed upon commercial terms, four (4) strands of dark fiber from the Grantee, which shall be for the County's exclusive use, and not for subleasing for other commercial services.

- (b) In the event that any underground construction is necessary, and the County desires to have such separate facilities installed and will cover the cost difference of either a) a micro duct product or b) a separate smaller duct to be installed at the same time, the County will submit a request to Grantee, and the parties will meet to discuss the request from the County and review ahead of construction.
- (c) In the event a multi-tenant tower is constructed as part of this project, the County shall have the right to use ten (10) feet of tower space on one (1) leg of the tower for public safety and internal use at or above the top eighty percent (80%) of the tower. The right to use ten feet of tower space shall be subject to the following limitations: (i) the equipment will not include microwave dishes without prior approval from Grantee, (ii) the equipment will not exceed 20% of the structural capacity of the tower (iii) a determination of whether the space is available at the time of the request to install such equipment, and would not require relocation of another co-location tenant on the tower, and (iv) the tower has sufficient structural capacity without modifications to support the requested equipment for the County at the time of the request to install such equipment. All frequencies will comply with FCC standards and regulations.

2.4 Licenses and Permits. Nothing in this Agreement shall relieve the Grantee of the obligation to obtain such County business and other licenses and permits as are then required for the furnishing, sale or distribution of wireless solutions and/or fiber optic services or otherwise conducting activities within the County; provided, however, the amount of annual gross receipts or revenues used to calculate the Franchise Fee shall be reduced by the amount of the annual business license or permit fee paid by the Grantee to the County for engaging in the business of the furnishing, sale or distribution of wireless solutions and/or fiber optic services to the inhabitants of the County. This paragraph shall not be interpreted as a waiver of Grantee's right to challenge a County licensing or permitting requirement through the appropriate legal process.

2.5 Records and Reports. The County shall have access at all reasonable hours to the Grantee's books, records, reports, contracts and bookkeeping and accounting procedures to the extent reasonably necessary to calculate or substantiate the amount of the Franchise Fee or to otherwise verify compliance with this Agreement, except as otherwise limited by any applicable privacy laws, including but not limited to 47 U.S.C. § 222. In addition to the foregoing, the Grantee shall, within thirty (30) days of the end of each year, file both an annual summary report showing gross revenues received by the Grantee from its operations in the County during the preceding twelve (12) month period and such other information as the County shall reasonably request with respect to the Grantee's use of the public roads and other public property within the County. Notwithstanding the foregoing, the County shall maintain the confidentiality of all records and reports obtained from the Grantee pursuant to this Section 2.4, unless disclosure is required pursuant to the Public Records law or otherwise by operation of law.

2.6 Service to County. Grantee shall make its Telecommunications Services available to the County at reasonable rates comparable to similarly situated users.

2.7 County Costs; Reimbursement. Grantee shall, within thirty (30) days after written demand therefor, reimburse the County in connection with any modification, amendment, renewal or transfer of the license or franchise or any license or franchise agreement.

ARTICLE 3

USE AND RELOCATION OF FACILITIES UPON COUNTY'S RIGHTS-OF-WAY

3.1 Franchise Rights to Use the Public Right-of-Way. The Grantee shall have the right to use the County Rights-of-way authorized in Article 3 to construct and maintain its Telecommunication Services Network subject to the conditions set forth in this Agreement. Additionally, Grantee shall have the right to utilize easements across private property granted to the County for public utility purposes (unless otherwise limited by the easement deed or by contract), provided the County's written permission, which shall be reasonably provided, is obtained in each case. Grantee specifically understands and acknowledges that certain County easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise Agreement extends permission to use an easement or right-of-way beyond the scope of the right that the County has acquired, and Grantee's right to use such easements and rights-of-way shall be subject to any applicable third party prior or after-acquired interests.

(a) **Compliance of Performance.** All work performed by Grantee in the County's Rights-of-Way shall be done in compliance with the County's most recent standards and specifications and in accordance with all applicable permit requirements, all of which shall not conflict with the County's use of said Rights-of-Way, the terms and conditions of this Agreement. The Telecommunication Services Network shall further be installed, constructed, and maintained in accordance with the County Code and any applicable Federal and state laws, orders of the Public Utilities Commissions, and all work performed in relation thereto shall be done in a good and workmanlike manner.

3.2 Grantee Duty to Relocate; Subordinate to County Use. Whenever the County shall require the relocation or reinstallation of any of the Telecommunication Services Network of the Grantee or its successors or assigns in any of the streets, alleys, rights-of-way, above ground facilities, or public property of the County, it shall be the obligation of the Grantee, upon notice of such requirement and written demand from the County to the Grantee, and within a reasonable time thereof, but not more than ninety (90) calendar days, weather permitting, to remove and relocate or reinstall such Telecommunication Services Network as may be reasonably necessary to meet the requirements of the County. Such relocation, removal, or reinstallation by the Grantee shall be at no cost to the County. Notwithstanding the foregoing, the duty of the Grantee to install or relocate its lines underground shall be subject to the provisions of paragraph 3.4 below. In the event the County or private third-party or a third-party utility has required the Grantee to relocate its Telecommunication Services Network to accommodate a private third-party or third-party utility, Grantee may pursue any and all legal and equitable means to obtain compensation from such private third-party or third-party utility.

3.3 Duty to Obtain Approval to Move Grantee's Property; Emergency. Except as otherwise provided in this Agreement, the County, without the prior written approval of the Grantee, shall not

intentionally alter, remove, relocate, or otherwise interfere with any of the Grantee's Telecommunication Services Network. However, if it becomes necessary to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Telecommunication Services Network of the Grantee because of a fire, emergency posing an imminent threat of serious harm to persons or property, disaster, or imminent threat of serious harm to persons or property thereof, these acts may be done without prior written approval of the Grantee, and the repairs thereby rendered necessary shall be made by the Grantee, without charge to the County.

3.4 Location to Minimize Interference. All lines, pipes, conduits, equipment, property, structures, handholes, manholes, and assets of the Grantee shall be located so as to minimize interference with the use of streets, alleys, rights-of-way and public property, including use and occupancy by others, and shall reasonably avoid interference with the rights of owners of private property that abuts any of said streets, alleys, rights-of-way, or public property. Grantee must cooperate with the County and other franchisees and users of public property, and coordinate activities and schedules to minimize public inconvenience, disruption or damages.

3.5 Requirements Applicable to Placement of Telecommunication Services Network in County's Rights-of-Way.

(a) **Infrastructure Damage.** If any portion of a sidewalk, curb, gutter, street, alley, public road, right of way or other public property shall be damaged by reason of defects in the Telecommunications Services Network that is utilized, maintained or constructed under this Franchise, or by reason of any other cause arising from the Grantee's operations, Grantee shall, at its own cost and expense, within sixty (60) days, unless delayed by abnormal weather conditions or force majeure, labor disputes or unavailability of materials, repair any such damage and restore such sidewalk, curb, gutter, street, alley, public road, right of way or other public property, or portion thereof, to as good a condition as it existed before such excavation disturbance, work or other cause of damage occurred.

(b) **Relocation.** Subject to paragraph 3.2 above, the Grantee shall relocate, without expense to the County, and within a reasonable time, but in not more than ninety (90) calendar days after the delivery of notice from the County, all or part of the Telecommunication Services Network installed pursuant to this Franchise if and when made necessary by any change of grade, alignment or width of any public road shall remain under the jurisdiction of County as a public road; further provided that the County may, if available, provided a suitable rights-of-way within which Grantee may relocate its Telecommunication Services Network. Notwithstanding the foregoing, in the event the County no longer owns the public road or right-of-way in which Grantee's Telecommunication Services Network is located, all obligations of the County hereunder with respect to the public road or right-of-way shall thereupon terminate. Nothing herein shall be construed to prohibit or restrict any obligation the State or any other third party might otherwise have for the cost of relocating Grantee's Telecommunication Services Network.

(c) All of the Telecommunication Services Network of the Grantee which are installed

and/or used pursuant to this Franchise shall be installed, constructed and maintained in a good and workmanlike manner and in compliance with all applicable laws and ordinances then in effect, together with the orders, rules and regulations of the Public Utilities Commission of the State of Arizona. Before the work of installing new or the upgrade of existing Telecommunication Services Network is commenced, the Grantee shall coordinate the location thereof with the County and obtain the County's approval of the location wherein Grantee wishes to install or upgrade existing Telecommunication Services Network, and upon said approval, as an accommodation to the Grantee, the County will provide historical and other information to assist in the location of such lines and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits and other structures located in or under public roads and rights-of-way of the County; provided, however, the County shall not be responsible for the accuracy of any such information and Grantee shall have the sole responsibility for avoiding sewers, water pipes, conduits and other structures that are present. It is in the County's sole discretion whether to approve or deny the location that Grantee wishes to install its Telecommunication Services Network.

(d) Grantee shall comply with all provisions of the County Code and state and federal law with regard to the placement of Telecommunication Services Networks.

3.6 Construction Standards. Prior to any construction or excavation, the Grantee shall comply with the County Code and submit plans stamped by a registered professional engineering depicting the locations of the proposed Telecommunication Services Network. Plans must be reasonably approved by the County and proper permits obtained prior to commencing such work. Grantee shall further supply the County, at no cost and on a yearly basis, an accurate as-built record of all Telecommunication Services Network located in the County's Rights-of-Way reflecting any additions or changes to the Telecommunication Services Network.

ARTICLE 4 TERM AND RENEWAL

4.1 Term and Renewal. The Franchise granted to Grantee shall begin on the Effective Date of this Agreement and terminate at midnight twenty (20) years thereafter (hereinafter the "Initial Term"), unless sooner terminated as provided herein. At the expiration of the Initial Term, the Franchise granted herein may be renewed by the Grantee, upon the same terms and conditions as are contained in this Agreement for an additional ten (10) year period by providing the County's representative designated herein written notice of the Grantee's intent to renew not less than one hundred eighty (180) calendar days before the expiration of the initial Term. Both Parties herein must agree to the renewal in writing.

4.2 Final Expiration. Upon final expiration of the Term, the Agreement shall immediately terminate, all ownership interests, licenses and other rights to the control, and no Party shall owe the other Party any further duties, obligations or consideration, save those duties and obligations which expressly survive the termination of this Agreement. In the event any portion of the Fiber plant is abandoned by the Grantee, all abandoned assets will become the property of the County by default.

4.3 Rights of Grantee Upon Expiration, Termination, or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the County, or by revocation or forfeiture, the Grantee shall have the right to remove from the County's Rights-of-Way any and all of its Telecommunication Services Network upon written notice from the County, but in such event, it shall be the duty of the Grantee, immediately upon such removal, to restore the County's Rights-of-Way from which such Telecommunication Services Network was removed to as good a condition as the same was in before the removal was effected.

Alternatively, upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the County, or by revocation or forfeiture, the Grantee shall have the right to convey any or all of its Telecommunication Services Network to the County or a third party by way of bill of sale, subject to the prior approval from the County, which approval shall not unreasonably be withheld, conditioned or delayed.

4.4 Termination. Either Party may terminate, upon (30) days' written notice, this Agreement if the other Party has violated any material term of this Agreement and the defaulting Party has failed to cure such breach, all as further described and in accordance with the Default and Termination Article below.

ARTICLE 5 DEFAULT AND TERMINATION

5.1 Any of the following shall constitute an event of default: (a) a Party fails to perform or observe any representation, warranty, covenant, condition or agreement and fails to cure such breach within thirty (30) days after written notice of such breach from the non-breaching Party; (b) any representation or warranty made by a Party hereunder or in any other provided to one Party by the other Party pursuant to this Agreement proves to be incorrect in any material respect when made; (c) a Party commences a bankruptcy or reorganization proceeding, declares itself insolvent, is placed in receivership by a court of competent jurisdiction, or is subject to an assignment for the benefit of that Party's creditors; and/or (d) Grantee satisfies one or more of the conditions outlined in the County Code.

5.2 In the event of a default by either Party, the non-defaulting Party shall have the right to exercise any or all of the following remedies to the extent applicable after the expiration of the 30 day cure period set forth in Section 5.1: (a) terminate this Agreement; (b) proceed by court action to enforce specific performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (c) disconnect and/or remove the applicable wireless solutions, fiber at the expense of the defaulting party. Any such termination shall in no way affect or alter the validity of this Agreement with respect to the rights granted to the non-defaulting Party hereunder and the non-defaulting Party may avail itself of all other rights it receives pursuant to this Agreement.

ARTICLE 6

LIABILITY

6.1 Representations and Warranties. Each Party represents and warrants that (a) the undersigned has full authority to enter into this Agreement on its behalf; (b) it has full right and authority, including the enactment of any requisite resolutions, to perform its respective obligations under this Agreement; (c) the execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject; and (d) no litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights or obligations of the Parties hereunder.

6.2 Indemnification. Grantee shall indemnify and hold harmless the County, to include their respective directors, members, officers, and employees, representatives, attorneys, from and against all losses, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs, to the extent caused by or arise out of use of or performance of work by Grantee herein described.

6.3 Limitations of Liability. The Parties hereunder shall not be deemed to be in default where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of the Party, including, to the extent applicable, the following: war; insurrection; strikes; walk-outs; riots; floods; earthquakes; geologic or hydrologic features which could not have been discovered through reasonable diligence prior to the Effective Date; fires; inclement weather, including high winds, which render performance hereunder impossible; force majeure; and governmental restrictions imposed or mandated by governmental entities other than the Parties which could not have been foreseen prior to the Effective Date.

6.4 In no event shall either Party be liable to the other Party for any indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with, this agreement, including but not limited to, lost profits, lost revenue, loss of goodwill, loss of anticipated savings, loss of data, incurred or suffered by either party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Except as expressly set forth in this Agreement, the Parties make no warranty, express, implied, statutory, or otherwise as to the description, quality, merchantability, completeness or fitness for any particular purpose or use of the equipment transferred, exchanged or licensed pursuant to this agreement and any such warranties are hereby excluded and disclaimed.

ARTICLE 7 GENERAL PROVISIONS

7.1 Grantee Duty to Approve Franchise Agreement. If the Grantee has not duly executed this Agreement within thirty (30) calendar days after the effective date of the County Board of Supervisors' approval and execution, this Agreement and all rights granted hereunder shall be null and void.

7.2 Notices. Under this Agreement, whenever provision is made for notice of any kind, it shall be

deemed sufficient notice and service thereof if the said notice is in writing and is personally served or is deposited in the mail in a properly stamped envelope to be delivered by certified mail, return receipt requested, addressed as follows:

If to the County: Clerk of the Apache County Board of Supervisors
75 West Cleveland Street
St. Johns, Arizona 85936

If to the Grantee: Commnet AZ, LLC
1562 N. Park St.
Castle Rock, Colorado 80109

With a copy to: Commnet AZ, LLC
400 Northridge Rd, Suite 1100
Atlanta, GA 30350
Email: legalnotices@atni.com

Changes in the respective addresses to which such notices shall be directed may be made from time to time by either Party. Notice of any such change in address shall be timely directed to the other Party in writing by certified mail, return receipt requested.

7.3 Relationship of the Parties. Neither Party is the agent, employee, or legal representative of the other. Each Party has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation, and discharge of its employees assisting in the performance of such obligations.

7.4 Assignment. Neither Party may transfer or assign this Agreement or the Party's duties and obligations contained in this Agreement without prior written consent of the other Party, except that Grantee may assign to any entity that controls Grantee, is controlled by Grantee, or is subject to the same control as Grantee. Grantee shall comply with the County Code for any transfer or assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns, subject to the foregoing restriction on transfers and assignments.

7.5 Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid, or superseded or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof.

7.6 No Presumption. This Agreement is the joint work product of both Parties hereto and both Parties have participated in its preparation. Therefore, in the event of ambiguity no presumption

shall be imposed against any Party by reason of document preparation. The Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

7.7 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of the terms, provisions, or conditions of this Agreement. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. Unless otherwise expressly provided herein, any agreement, instrument, statute, or code defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, statute, or code as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes and codes) by succession of comparable successor statutes and codes and references to all attachment thereto and instruments incorporated therein.

7.8 Entire Agreement. This document, including any Exhibits, contains the entire Agreement between the Parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained or incorporated herein, save and except any ordinance or other action of the County Board of Supervisors in furtherance hereof, shall be binding or valid. This Agreement replaces and supersedes any existing contract between the County and Grantee pertaining to the subject matter hereof, to include the services described herein and the Franchise Fees associated therewith.

7.9 Amendment. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing and signed by both Grantee and the County and approved by the County Board of Supervisors if so required.

7.10 Survival. Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Termination or expiration of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of such termination or expiration. A Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement in the manner described herein.

7.11 Waiver. Failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions. To the contrary, the same shall remain at all times in full force and effect and any such waiver must be in writing and signed by both Parties. Additionally, one or more waivers of any covenant, agreement, or condition of default regarding provisions of this Agreement by either the City/County or Grantee shall not be construed as a waiver of a further breach of the same covenant, agreement, condition or the right of such party thereafter to enforce every provision.

7.12 Rights, Remedies and Benefits Cumulative. The rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and

benefits, nor of any other rights, remedies and benefits allowed by law.

7.13 Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Arizona, without reference to its conflicts or law principles.

7.14 Jurisdiction and Venue. Jurisdiction and venue for any disputes arising under this Agreement shall be in the United States District Court for the District of Arizona or, if the Federal court lacks subject matter jurisdiction, then in the Superior Court in and for the County of Apache, State of Arizona. Each Party waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any Party thereto. Each Party hereby irrevocably and unconditionally waives the right to a jury trial in connection with any Claim arising out of or related to this Agreement.

7.15 Binding Agreement. The Parties represent that

- (a) When executed by their respective representatives, this Agreement shall constitute a binding obligation of the parties; and
- (b) Each Party has complied with all applicable statutes, ordinances, resolutions, by-laws, and other legal requirements needed to enter into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

7.16 Anti-Forced Labor. Pursuant to A.R.S. § 35-394, Grantee hereby certifies that it does not currently and will not for the duration of this Agreement use the forced labor of ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Should Grantee become aware during the term of this Contract that it is not in compliance with A.R.S. § 35-394, it shall notify the City/County within five business days.

7.17 Incorporation and Recitals. The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.

7.18 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be treated as originals.

IN WITNESS WHEREOF, and in confirmation of their consent and agreement to the terms and conditions in this Agreement and intending to be legally bound hereby, the Parties have caused their authorized representatives to execute this Franchise Agreement for Telecommunication Services effective as of the date first above written.

[SIGNATURE PAGE(S) FOLLOWING]

FRANCHISE AGREEMENT**AGREEMENT # _____****SIGNATURE PAGE****COMPANY:**

COMMNET AZ, LLC
A Delaware Limited Liability Company

By: WT Guthrie
W T Guthrie (Sep 26, 2022 13:09 MDT)

Date: Sep 26, 2022

Name: W T Guthrie

Title: CEO

Address: Commnet AZ, LLC
1562 N. Park St.
Castle Rock, CO 80109

APACHE COUNTY :

By: _____

Date: _____

Name: Nelson Davis

Title: Chairman of the Board

Address: 75 West Cleveland Street
St. Johns, Arizona 85936

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

datetime stamp

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

County Manager

Date/Signature:

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

Request approval of the Information Technology Department reorganization. This will result in a cost savings of \$51,556.

BOS Meeting Date Requested 10/4/22

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

IT DEPARTMENT REORGORGANIZATION PLAN

POSITIONS					
Eliminate			Create		
Position	Range	Total w/ERE's	Position	Range	Total w/ERE's
Communications Manager	56	\$ 84,112.71	IT Manager	65	\$ 101,154.65
Communications Tech	36	\$ 59,041.24			
	Positions			Positions	
Network Administrator I	4		Network Administrator I,II,III	7	
Network Administrator II	2				
Network Administrator III	4				

BUDGET			
Position	Salary	ERE's	Total
IT Manager Creation	\$ 71,083.00	\$ 30,071.65	\$ 101,154.65
Director Additional Duties	\$ 14,652.92	\$ 2,904.21	\$ 17,557.13
Total Reorganization Cost			\$ 118,711.78
Absorbtion of Communications Budget (Current FY23)			\$ 170,268.00
TOTAL SAVINGS			\$ 51,556.22

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District II

Date/Signature: For Sup. Shepherd

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

District II: Request approval to hire a Planning & Engineer Manager within the salary range.

BOS Meeting Date Requested 10/4/22

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature [Signature]

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Matthew Fish Sep/20/2022

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

CONSENT AGENDA: Request approval of a conditional use permit allowing Michael & Toni Bragiel to store their personal travel trailer on their 0.72-acre property. Property is located in Greer, AZ 85927. A.P.N. 102-08-020B. Planning & Zoning commission recommended approval on March 10, 2022; five (5) ayes, one (1) abstention, one (1) no vote.

BOS Meeting Date Requested October 4, 2022

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 _____



CONDITIONAL USE PERMIT APPLICATION for GREER, AZ

APPLICANT

Name Michael/Toni Bragiel
Mailing Address P.O. Box 364
Greer, Az. 85927
Contact Person Michael Bragiel
Phone 928-2076207 Fax _____
Email navydad07@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 102-08-020B
Township TN Range 27E Section 11
Subdivision _____
Unit # _____ Lot # _____
Address/Location 86 1120

Existing Zoning _____
Existing Land Use _____
Lot Size .76 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

To store our personal
travel trailer on our
property.

Temporary Use: _____ Yes _____ No

OFFICE USE ONLY

Received-By [Signature] Date 2/7/22
Receipt # 1460 Fee 300
Permit # 2022-09
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

SUBMITTAL CHECKLIST

- ☒ Pre-application meeting with a staff planner in the Planning and Zoning Department.
- ☒ Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- ☒ A list of names and addresses of all the property owners within 300 feet of subject property.
- ☐ ~~Ten copies of all plans and drawings.~~
- ☒ Map to property.
- ☒ A non-refundable filing fee. (See Section 911)
- ☒ All required items need to be submitted to Planning and Zoning at least 21 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

Michael Bragiel Date 2/3/22

Signature of Property Owner (if not the applicant)

_____ Date _____

COMMISSION ACTION

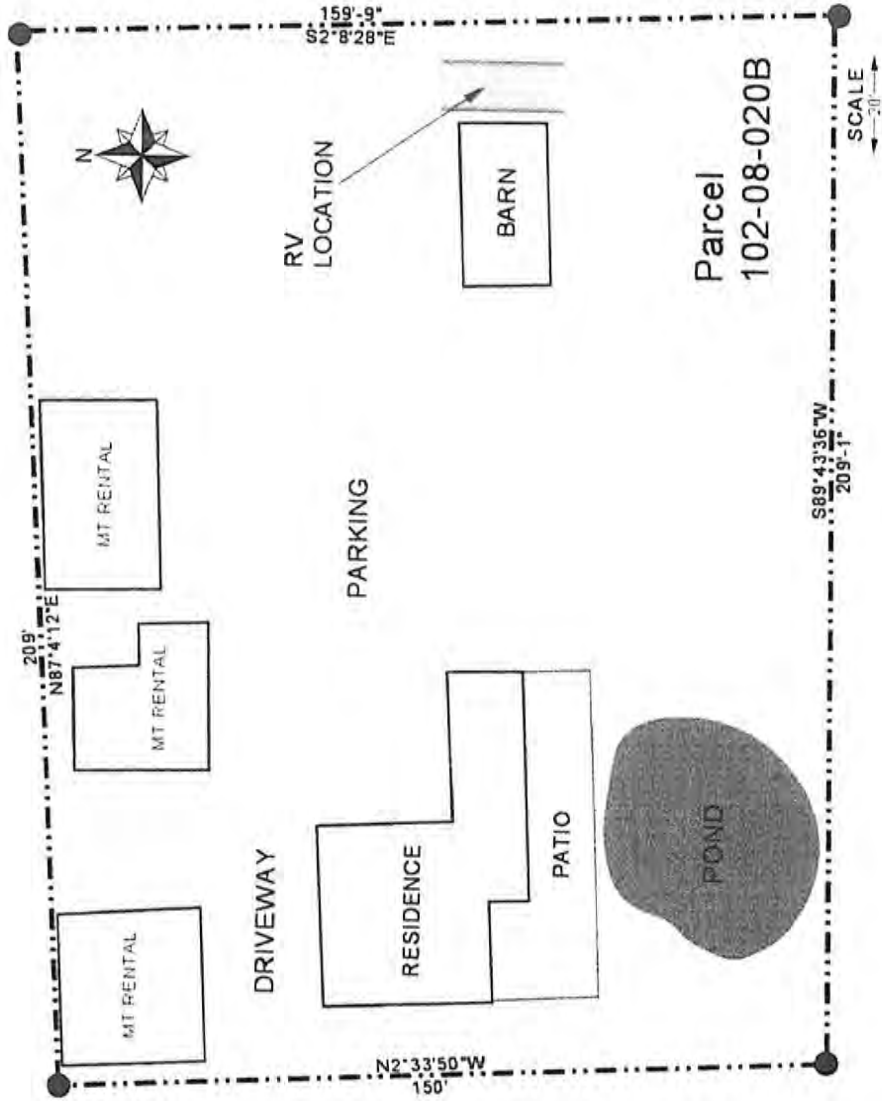
☒ Approved ☐ with Conditions ☐ Denied
Chairman [Signature] Date 3/10/22

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied
Supervisor _____ Date _____

12/7/2017

BRAGIEL RESIDENCE
90 MAIN ST.
GREER, AZ 85927







WHITE MOUNTAIN INDEPENDENT
P.O. BOX 1570, SHOW LOW, AZ 85902
928-537-5721 PHONE 928-537-1780 FAX

State of Arizona)
) ss.
County of Navajo)

Affidavit of Publication
[] Navajo [X] Apache

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, March 10, 2022 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration and possible recommendation for approval of a conditional use permit allowing George and Michelle Iddings to store one Recreational Vehicle (RV) on their 3.5-acre property for use by family members when visiting and to allow for family members to bring their RVs occasionally to stay in while visiting; additional RVs will not be stored on the property. Property is located in Greer, AZ 85927. A.P.N. 102-08-032C

PUBLIC HEARING, consideration and possible recommendation for approval of a conditional use permit allowing Michael & Toni Bragiel to store their personal travel trailer on their 0.72-acre property. Property is located in Greer, AZ 85927. A.P.N. 102-08-020B

*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7528, 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 Commission may participate telephonically or through video communication.

*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail planning@co.apache.az.us.

***If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #133071. F, February 18, 2022

I, Victoria Starns, being first duly sworn, depose and say: I am the agent of the White Mountain Publishing, LLC, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s):

02/18/2022

White Mountain Independent

Victoria Starns

Sworn to me this

18th day of February, 2022 A.D.

Jennet Hanks

Notary Public

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Angela Romero/Election Department

Date/Signature: 09/21/22 Angela C. Romero

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

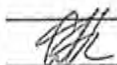
1. Request approval of all Election Board Workers, Poll Workers, Equipment Management and Election Day Technicians for the upcoming November 8, 2022, General Election.

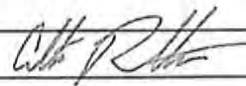
BOS Meeting Date Requested October 4, 2022

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Celeste Robertson



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: _____

ELECTION DAY TECHNICIAN LIST - General Election Nov. 8, 2022

EDTs	PRECINCTS OR AREA COVERAGE
Lucinda Mutte	Chinle Road Yard
Christine Wauneka	Ganado Road Yard
Randy Bia	RED VALLEY
Julia Benally	CANYON DE CHELLY & CHINLE
Carmelita Davis	LUKACHUKAI & WHEATFIELDS
Derrick Begay	DENNEHOTSO & MEXICAN WATER
Derrick Yazzie	ROCK POINT & ROUND ROCK
Lane Benally	RED MESA & TEEC NOS POS
Bryan Tsosie	MANY FARMS & ROUGH ROCK
Daron Yellowhorse	SWEETWATER
Teddy Begay	COTTONWOOD & TACHEE
Lamuel Williams	FT DEFIANCE & WINDOW ROCK
Leilani Yazzie	OAK SPRINGS & ST MICHAELS
Christine Wauneka	GANADO NORTH & GANADO SOUTH
Elaine Upshaw	KINLICHEL & NAZLINI
Ceejaye Livingston	HOUCK & LUPTON
Yolanda Baldwin	KLAGETOH & WIDE RUINS
Caroline Nicotine	CORNFIELDS & STEAMBOAT
Brenda Wilson	SAWMILL
Helene Earl	PUERCO
Steve Anderson	ALPINE & NUTRIOSO
Laura Salazar	EAGAR & FLAT TOP
Bret Elmer	GREER & MCNARY
Janella Orona	ROUND VALLEY & SPRINGERVILLE
Delos Bond	CONCHO & VERNON
IT Support	November 8 Election Day
Ivan Zhelev	Northern Apache County
Samuel Todd Gardner	Eastern Apache County
Rocky Steinmetz	Upper Central Apache County
Cheyenne Littleman	Lower Apache County
Lehi Montierth	Southern Apache County
Ballot Box Runners	November 8 Election Day
Michael Madrid	Chinle, CDC, Tachee, & Cottonwood
Leilani Yazzie & Benson Yazzie	Oak Springs, St Michaels, Ganado South, Ganado North, Ganado South, Nazlini, Kinlichee, Steamboat, & Cornfields
Helene Earl & Ceejaye Livingston	Puerco, Houck, & Lupton
Samuel Todd Gardner	Sawmill, Ft Defiance, & Window Rock,
Cheyenne Littleman	Klagetoh & Wide Ruins
Ivan Zhelev	Rock Point & Round Rock
Rocky Steinmetz	Rough Rock & Many Farms
Sgt. Shane Bodie - A-40	Mexican Water & Dennehotso
Deputy Ashley Brown - A-41	Teec Nos Pos & Red Mesa
Deputy Ronnie Sherlock	Red Valley
Commander Antony Notah	Lukachukai & Wheatfields

Deputy Tommy Kirk - A-43	Sweetwater
Election Board	November 8 Election Night
Beth Bond	Election Night Tally, Provisional, Early, Duplication, Write-In
Liz Castillo	Election Night Tally, Provisional, Early, Duplication, Write-In
Franchesca Romero	Election Night Tally, Provisional, Early, Duplication, Write-In
Tammy Davis	Election Night Tally, Provisional, Early, Duplication, Write-In
Megan Hill	Election Night Tally
Becky Urias	Election Night Tally
Gloria Morales	Election Night Tally
Nathalia Scarbrough	Election Night Tally
Taylor Garner	Election Night Tally
Elvin Attackai	Election Night Receiving - Warehouse
Riley Bryan	Election Night Receiving - Warehouse
Jackson Clark	Election Night Receiving - Warehouse
Lee John Horseson	Election Night Receiving - Warehouse
Bradley Kinney	Election Night Receiving - Warehouse
Herschel Lee	Election Night Receiving - Warehouse
Rebecca Porter	Election Night Receiving - Warehouse
Raylee Wall	Election Night Receiving - Warehouse
Equipment Mgmt	November 1 Loading and November 10 Unloading
Kenjo McCoo	Loading Uhauls
Markues Yazzie	Loading Uhauls
Marvin McCoo	Loading Uhauls
Amelya McCoo	Loading Uhauls
Elvin Attackai	Loading and Unloading Uhauls
Riley Bryan	Loading and Unloading Uhauls
Jackson Clark	Loading Uhauls and Unloading
Brett Elmer	Loading Uhauls and Unloading
Lee John Horseson	Loading Uhauls and Unloading
Bradley Kinney	Loading and Unloading Uhauls
Becky Urias	Unloading Uhauls
Donald Riley, Jr	Unloading Uhauls
Rebecca Porter	Unloading Uhauls Receiving
Nathalia Scarbrough	Unloading Uhauls Receiving
Raylee Wall	Loading Uhauls and Unloading
Equipment Mgmt Drivers	Nov 2 & 3 Delivering and Nov 9 & 10 Picking Up
Driver One 26 footer	Kenji McCoo
Driver Two 26 footer	Markues Yazzie
Driver Three 26 footer	Marvin McCoo
Driver Four 26 footer	Amelya McCoo
Driver Five 20 footer	Bret Elmer: helper 1 Luke Wilkins, helper 2 Donald Riley

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Angela Romero/Election Department

Date/Signature: 09/21/22 Angela C. Romero

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

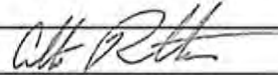
1. Request approval of the designated polling places for the upcoming November 8, 2022, General Election.

BOS Meeting Date Requested October 4, 2022

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Celeste Robertson

Signature: 

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Apache County Polling Places Master List- "2022" (* County is moved on even years)

Revised 08/24/22

Precinct Name	Polling Location	Physical Address	Mailing Address	City / Town / Place	Phone No.	Fax No.
02 ALPINE	Alpine Community Center	#12 County Road 2061	PO Box 523	Alpine, AZ	928-339-4330	N/A
03 CANYON DE CHELLY	Apache County District One	South Hwy 191, Milepost 447	PO Box 1952	Chinle, AZ	928-674-5664	928-674-9479
05 CHINLE	Apache County District One	South Hwy 191, Milepost 447	PO Box 1952	Chinle, AZ	928-674-5664	928-674-9479
09 CONCHO	Concho Elementary School	6 County Road 5101	PO Box 200	Concho, AZ	928-337-9357	928-337-3582
10 CORNFIELDS - Even YR	Cornfields Headstart Room	8 mile South of Burnside Junction N15	PO Box 478	Cornfields, AZ	928-755-5912	928-755-5917
10 CORNFIELDS - Odd YR	Cornfields Chapter House	8 mile South of Burnside Junction N15	PO Box 478	Cornfields, AZ	928-755-5912	928-755-5917
11 COTTONWOOD - Even YR	Cottonwood Senior Center	Rt 4 Cottonwood Chapter premises	PO Box 1139	Chinle, AZ	928-725-3740	928-725-3742
11 COTTONWOOD - Odd YR	Cottonwood Chapter House	Chapter House Road N4	PO Box 1139	Chinle, AZ	928-725-3765	928-725-3767
12 CORONADO	Apache County Annex-Pera Gym	75 W. Cleveland	PO Box 428	St. Johns, AZ	928-337-7537	928-337-7538
13 DENNEHOTSO	Dennehotso Chapter House	1/2 mile SW of Dennehotso School	PO Box 2301	Dennehotso, AZ	928-658-3300	928-658-3304
16 EAGAR	Eagar Town Hall	22 West 2ND Street	PO Box 1300	Eagar, AZ	928-333-4128X2	928-333-5140
17 FLAT TOP	Life In Christ Fellowship	11 South Hamblin St.	PO Box 820	Eagar, AZ	928-333-5284	N/A
19 FT DEFANCE	Fort Defiance Chapter House	Navajo Route 112	PO Box 366	Fl. Defiance, AZ	928-729-4352	928-729-4353
22 GANADO NORTH	Ganado Uni Sch. Dist. (Fieldhouse)	HWY 264	PO Box 1757	Ganado, AZ	928-755-1088	928-755-1042
23 GANADO SOUTH	Ganado Chapter House	Chapter Dr. HWY 264	PO Box 188	Ganado, AZ	928-755-5920/21	928-755-5927
25 GREER	Greer Fire House Station	38974 State Route 373	PO Box 242	Greer, AZ	928-735-7279	928-735-7325
27 HOUCK	Houck Chapter House	Exit 348	PO Box 127	Houck, AZ	928-688-2734	928-688-3068
29 KINLICHEE	Kin Dah Lichli Chapter House	8 Miles E. of Ganado, 27 miles W. of W/R	PO Box 660	Kinlichee, AZ	928-755-3821	928-755-6364
31 KLAGETOH	Klagetoh Chapter House	15 miles South of State 264 on HWY 191	Unit 42 HC 58 Box 90	Ganado, AZ	928-652-2704	928-652-2701
33 LUKACHUKAI	Lukachukai Chapter House	1/2 Mile S of N12 Mile Post 1	PO Box 248	Lukachukai, AZ	928-787-2500	928-787-2332
35 LUPTON	Lupton Senior Center	I-40 Exit 357 Navajo Rt 12	PO Box 403	Lupton, AZ	928-688-4345	928-688-3150
37 McNARY	McNary Community Center	103 S Cady	PO Box 1270	White River, AZ	928-338-4831	928-338-9479
39 MANY FARMS - Even YR	Many Farms Senior Center	HWY 191 W. of N. Route 59	PO Box 1050	Many Farms, AZ	928-781-3605	928-781-3608
39 MANY FARMS - Odd YR	Many Farms Chapter House	HWY 191 W. of N. Route 59	PO Box 185	Many Farms, AZ	928-781-6996	928-781-3608
41 MEXICAN WATER	Mexican Water Chapter House	HWY 160-BIA Road 5056	HC 1 Box 38-1018	Mexican Water, AZ	928-429-0886	928-429-3641
43 NAZLINI	Nazlini Senior Center	500 Yards N of the Nazlini Chapter House within chapter compound	PO Box 7186	Nazlini, AZ	928-755-5960	same as phone
45 NUTRISO	Nutroso Community Center	County Rd 2016 #8	PO Box 366	Nutroso, AZ	928-339-4462	None
46 OAK SPRINGS	Oak Springs Chapter Admin Bldg	8 Miles North of Lupton, CH & I-40, Exit 357	PO Box 486	Oak Springs, AZ	928-871-6179	928-871-6182
48 PUERCO	Nahala Dzili Chapter East Mig Hall	Red Sand View Drive	PO Box 400	Sanders, AZ	928-688-2150	928-688-2235
51 RED MESA	Red Mesa School Conf. Rm	HWY 160 Mile Post 448	HC 61 Box 40	Red Mesa, AZ	928-656-4100	928-656-4106
52 RED VALLEY	Red Valley Chapter House	HWY 491 Route N13 Buffalo Dr. Bldg. R006-001	PO Box 304	Red Valley, AZ	928-653-5800	928-653-5803
54 ROCK POINT - Even YR	Rock Point Senior Center	HWY 191	PO Box 342	Rock Point, AZ	928-659-4350	928-659-4356
54 ROCK POINT - Odd YR	Rock Point Chapter House	Hwy 191	PO Box 190	Rock Point, AZ	928-659-4350	928-659-4356
56 ROUGH ROCK	Rough Rock Chapter House	Hwy 8068	PO Box IHH-Rough Rock	Chinle, AZ	928-728-3361	928-728-3362
58 ROUND ROCK	Round Rock Chapter House	1/2 Mile E of Junction 191	PO Box 10	Round Rock, AZ	928-787-2511	928-787-2512
59 ROUND VALLEY	High School Auditorium	565 N. Buller St.	PO Box 610	Round Valley, AZ		
61 ST. JOHNS	Apache County Annex-Pera Gym	75 W. Cleveland	Springerville, AZ 85938	Eagar, AZ 85925	928-333-6592	928-333-5625
65 ST MICHAELS	St. Michaels Chapter House	Mile Post 14 on N-7 (across from Sawmill Primary School)	PO Box 428	St. Johns, AZ	928-337-7537	928-337-7676
67 SAWMILL	Sawmill Senior Center	HWY 264 Across IHS Building	PO Box 829	St. Michaels, AZ	928-871-7842	928-871-3023
70 SPRINGERVILLE	Town of Springerville Town Hall	418 East Main Street	PO Box 1786	Fl. Defiance, AZ	928-729-4019	928-729-4286
74 STEAMBOAT	Steamboat Chapter House	HWY 264, Mile Post 426	418 East Main Street PO Box 117	Springerville, AZ 85938 Ganado, AZ 86505	928-333-2656 928-736-2631	928-333-3056 928-736-2634
76 SWEETWATER	Sweetwater Chapter House	14 Miles S of Red Mesa Store	PO Box 105 Teec Nos Pos AZ 86514	Teec Nos Pos AZ 86514	928-429-0977 or Sweetwaterchapt er@hotmail.com	None

Apache County Polling Places Master List- "2022" (* County is moved on even years)

Revised 08/24/22

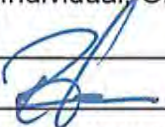
Precinct Name	Polling Location	Physical Address	Mailing Address	City / Town / Place	Phone No.	Fax No.
78 TACHEE	Blue Gap/Tachee Chapter House	Blue Gap Chapter House	Tachee, AZ PO Box 4427	Blue Gap AZ 86520	928-349-0507	928-223-7770
80 TEEC NOS POS	Teec Nos Pos Road Yard	HWY 160 Bia School RD # N 5114	Teec Nos Pos, AZ PO Box 1952	Teec Nos Pos AZ 86514	928-656-3505	928-656-3506
82 VERNON	Vernon Public Library (Community Ctr)	90 CR 3142	Vernon, AZ PO Box 600	Vernon AZ 85940	928-532-5005 or 928-337-4923	same as phone or 328-337-3960
84 WHEATFIELDS	Tsalle/Wheatfields Chapter House	Rt. 12 & Rt. 64 - 8 Miles S on Rt. 12	Wheatfields, AZ PO Box 667	Tsalle AZ 86556	928-724-2220	928-724-2223
86 WIDE RUINS	Wide Ruins Chapter House	N 9345 Loop Road	Wide Ruins, AZ PO Box 208	Chambers AZ 86502	928-652-3223	928-652-3253
88 WINDOW ROCK	Navajo Nation Museum	Hwy 264 and Postal Loop Rd	Window Rock, AZ PO Box 1840	Window Rock AZ 86515	928-871-7941	928-871-7942
	= precinct located in the Navajo Nation					
	= precinct located in the White Mountain Apache Indian Reservation					
	precincts not used					

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature:  9/27/2022

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

Discussion and possible approval of the Governor's Office of Highway Safety STEP Enforcement Overtime grant for \$5,000. This has been budgeted for in FY23.

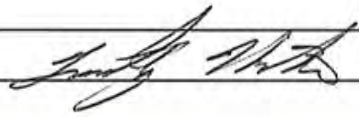
BOS Meeting Date Requested 10/4/22

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

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: 69A37523300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2023-PTS-001	
ADDRESS 370 S Washington St. St. Johns, AZ 85936	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs	
ADDRESS P.O. Box 428 , St. Johns, AZ 85936	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2023	
I. Personnel Services	\$3,571.00	
II. Employee Related Expenses (40%)	\$1,429.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$5,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2023
CURRENT GRANT PERIOD	FROM: 10-01-2022	TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.		

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

Number of sworn officers: 23

Total Population in city/town or county: 66,050

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

	2020	2019	2018
Total Crashes	374	421	475
Total Injury Crashes	119	116	100
Total Fatal Crashes	24	34	29
Total Impaired-related Crashes	25	28	17
Total Impaired-related Serious Injuries	27	23	7
Total Impaired-related Fatalities	3	12	2
Total Speed-related Crashes	50	232	206
Total Speed-related Serious Injuries	11	64	55
Total Speed-related Fatalities	7	2	1

The data above represents: County ☒ City/Town ☐**Agency Problem/Attempts to Solve Problem:**

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

Agency Funding:

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

How Agency Will Solve Problem with Funding:

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

PROJECT MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 2% from 50 during calendar year 2021 to 49 by December 31, 2023.

To decrease fatalities in speeding-related crashes 1% from 7 in calendar year 2021 to 6 by December 31, 2023.

To decrease serious injuries in speeding-related crashes 1% from 11 in calendar year 2021 to 10 by December 31, 2023.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10% from 296 during Calendar Year 2021 to 306 during FFY 2023.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2023.

Additional Contract Objectives:

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

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2 nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3 rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4 th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

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

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

Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

ESTIMATED COSTS:

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

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

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

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

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

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

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency) _____

(Address) _____

(City, State, Zip Code) _____

4. *Unique Entity Identifier:*

(Unique Entity Identifier #) _____

(Registered Address & Zip Code) _____

Restriction on State Lobbying

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

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

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

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

Signature of Project Director:

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

*Signature of Authorized Official of
Governmental Unit:*

Ryan Patterson, County Manager
Apache County

Date

Telephone

Date

Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

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

PROJECT REFERENCE:

Contract Number: 2023-PTS-001
Total Estimated Costs: \$5,000.00
Purpose of Project: STEP Enforcement Overtime

Dear Sheriff Dedman Jr.,

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

Please complete the following steps:

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

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

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-24-23
Date

Enclosures
AG

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: 9/27/2022

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

Discussion and possible approval of the Governor's Office of Highway Safety DUI/impaired Driver Enforcement and Related Materials Supplies grant for \$3,500. This has been budgeted for in FY23.

BOS Meeting Date Requested 10/4/22

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

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: 69A37523300004020AZ0

Assistance Listings: 20.600

1.	APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2023-AL-002
	ADDRESS 370 S Washington St. St. Johns, AZ 85936	PROGRAM AREA: 402-AL
2.	GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs
	ADDRESS P.O. Box 428 , St. Johns, AZ 85936	3. PROJECT TITLE: DUI Impaired Driving Enforcement
4.	GUIDELINES: 402-Alcohol (AL)	
5.	BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Apache County.	
6.	BUDGET	Project Period
	COST CATEGORY	FFY 2023
I.	Personnel Services	\$2,500.00
II.	Employee Related Expenses (40%)	\$1,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$3,500.00
PROJECT PERIOD		FROM: Effective Date (Date of GOHS Director Signature)
		TO: 09-30-2023
CURRENT GRANT PERIOD		FROM: 10-01-2022
		TO: 09-30-2023
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$3,500.00		

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

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

Number of sworn officers: 23

Total Population in city/town or county: 66,050

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

	2020	2019	2018
Total Crashes	374	421	375
Total Injury Crashes	119	116	100
Total Fatal Crashes	24	34	29
Total Impaired-related Crashes	25	28	17
Total Impaired-related Serious Injuries	27	23	7
Total Impaired-related Fatalities	3	12	2
Total Speed-related Crashes	50	232	206
Total Speed-related Serious Injuries	11	64	55
Total Speed-related Fatalities	7	2	1

The data above represents: County ☒ City/Town ☐**Agency Problem/Attempts to Solve Problem:**

Apache County is the longest county in the United States and one of the largest counties by area in the United States. Apache County is a rural county in which most of the population is widely dispersed. The population in Apache County is 66,050 residents. There were 374 motor vehicle crashes in Apache County in 2020. Impaired Driving was a significant factor in the 25 alcohol related accidents which occurred in Apache County in 2020 as 3 persons died and 27 persons were injured in Impaired-related Crashes. The four primary highways in Apache County currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. A significant percentage of these drivers are impaired and/or commit flagrant traffic violations which create unsafe conditions for the law abiding motorists.

Agency Funding:

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

How Agency Will Solve Problem with Funding:

The funding for law enforcement in Apache County is very limited. Currently the Apache County Sheriff's Office is funded for only twenty-three sworn Peace Officers. The Apache County Sheriff's office has a lack of resources and personnel so traffic enforcement which targets impaired driving is very limited. The GOHS Grant program has historically provided a significant boost in funds for traffic and impaired driver enforcement efforts. Apache County Sheriff's Office has effectively utilized these funds to enhance public safety on the roadways.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 4% from 25 during calendar year 2021 to 24 by December 31, 2023.

To decrease fatalities in impaired driving-related crashes 30% from 3 in calendar year 2021 to 2 by December 31, 2023.

To decrease injuries in impaired driving-related crashes 4 % from 27 in calendar year 2021 to 26 by December 31, 2023.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2023.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2023.

Additional Contract Objectives:

1. Apache County Sheriff's Office will establish a Phlebotomy Program. Personnel will attend ARIDE Training.
2. Increase Traffic Enforcement stops in order to detect and arrest impaired drivers. Increase the total number of traffic citations issued in order to enhance public safety.

GOALS/OBJECTIVES:

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

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

PRESS RELEASE:

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

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

METHOD OF PROCUREMENT:

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

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

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2022)	January 30, 2023
2 nd Quarterly Report and RCI (January 1 to March 31, 2023)	April 20, 2023
3 rd Quarterly Report and RCI (April 1 to June 30, 2023)	July 20, 2023
4 th Quarterly Report and RCI (July 1 to September 30, 2023)	October 15, 2023
Final Statement of Accomplishments	October 15, 2023

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

Types of Monitoring

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

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

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

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

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

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

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCT'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.

Apache County Sheriff's Office	GOHS HIGHWAY SAFETY CONTRACT	2023-AL-002
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ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$2,500.00
II.	Employee Related Expenses (ERE 40%)	\$1,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$3,500.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$3,500.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

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

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

X. Uniform Administrative Requirements

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

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

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

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

XI. Non-Discrimination

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

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

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

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

Prohibition on Using Grant Funds to Check for Helmet Usage

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

Certification Regarding Debarment and Suspension

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

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

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

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

Instructions for Lower Tier Certification

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)

Restriction on State Lobbying

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

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

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

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

Signature of Project Director:

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

Date

Telephone

*Signature of Authorized Official of
Governmental Unit:*

Ryan Patterson, County Manager
Apache County

Date

Telephone

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name Emergency Management

Date/Signature: [Signature]

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

Discussion and possible approval of an extension to Grant #SFA 19-104 from Arizona Department of Forestry and Fire Management for the rewrite of the Apache County Community Wildfire Protection Plan until June 30, 2023.

BOS Meeting Date: October 4 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review ☐

Finance Review: _____

Signature: _____

Check if item does not require review ☐

Human Resources Review: _____

Signature: _____

Check if item does not require review ☐

Other Review: _____

Signature: _____

Check if item does not require review ☐

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

	GRANT AMENDMENT	Arizona Department of Forestry and Fire Management 1110 W. Washington, Ste 500 Phoenix, Arizona 85007 (602) 771-1400
	Grant No: SFA 19-104	

Apache County

Amendment No: 1

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

- Pursuant to Page 1, Item 4: TERM OF AGREEMENT, per the email request dated **September 1st, 2022**, the term of this agreement shall be extended to an end date of **June 30, 2023**.

All other provisions shall remain in their entirety

Grantee hereby acknowledges receipt and acceptance of above amendment. Amendment only becomes effective once signed by both Grantee and Arizona Department of Forestry and Fire Management.	The above referenced Grant Amendment is hereby executed as of the final signature date below.
Grantee: Apache County _____ Signature _____ Date _____ Authorized Signatory's Name and Title	Grantor: Arizona Department of Forestry and Fire Management _____ Signature _____ Date _____ State Forester

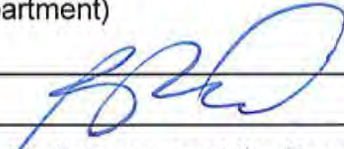
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

(date/time stamp)

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

County Manager _____

Date/Signature: _____



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

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 10/4/22

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 _____