



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Vice Chairman, District II

Nelson Davis
Supervisor, District III

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

**September 7, 2021
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Pledge of Allegiance.
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
September 7, 2021**

1. Discussion and possible approval of Intergovernmental Agreement #CTR041404, Amendment #4 Woman, Infant, Children and Breastfeeding Peer Counseling Services, effective October 1, 2021 to September 30, 2022 in the amount of \$97,500.
2. Discussion and possible approval of two (2) full-time Public Health Nurse positions. These are grant-funded and will not result in an increase to the FY22 budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
September 7, 2021**

1. Sit as the Board of Equalization to accept the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on August 25, 2021.

Acceptance of hearing determination of Petition for Review of Real Property valuation for JFP-AG Springerville LLC-Safeway CPTS #2076 for parcel 105-18-025B.

Acceptance of hearing determination of Petition for Review of Real Property valuation for MM Associates Fund I Partners LLC for parcel 207-26-350B.

Acceptance of hearing determination of Petition for Review of Real Property valuation for David & Melissa Kittle for parcel 107-14-001G.

Acceptance of hearing determination of Petition for Review of Real Property valuation for Herbert & Janice Havins Living Trust for parcel 212-10-019.

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between August 16, 2021 to September 7, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated August 16, 2021.
- *C. Request approval of a proclamation supporting the Diaper Bank of Southern Arizona.
- *D. Request approval of a resolution declaring recognition of fallen firefighters and emergency services personnel.
- *E. District III: Request approval to donate a 2015 Chevy Tahoe, VIN 1GNSKAKC6FR233750 to the Vernon Fire District.

Human Resources' Department:

- *F. County Attorney's Office: request approval to hire two (2) Legal Assistant IV's within the salary range.

- *G. IT Department: Request authorization to eliminate two (2) Network Administrator I positions (Range 54) and create one Network Administrator II position (Range 62)

School Superintendent's Office:

- *H. Request approval of an Intergovernmental Agreement with the Arizona Association of County School Superintendents for state association services.

Treasurer's Office:

- *I. Request approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS §42-18351(1) and §ARS 42-18351(5). Total taxes, penalties and interest to be abated in the amount of \$484.74 for personal property account number M0100276 and M9700037

3. County Manager: Discussion and possible approval of the back-tax parcels to be offered at public auction.
4. Emergency Management: Discussion and possible approval of State Homeland Security Grant (Subrecipient Agreement Number 200100-02) in the amount of \$22,250 along with an extension for the grant due to NEPA study delays due to the COVID-19 Pandemic.
5. Sheriff's Office: Discussion and possible approval of the Intergovernmental Agreement with Northeastern Arizona Law Enforcement Training Academy to continue utilizing their AZ POST approved facility to train and certify deputies hired and appointed by the Sheriff's Office.
6. Sheriff's Office: Discussion and possible approval of a Memorandum of Agreement between the Chinle Unified School District and the Apache County Sheriff's Office for a School Resource Officer Program.
7. County Attorney's Office: Discussion and possible approval of the Attorney General's Office Program for Victim's Rights FY2022, AG#2022-001 in the amount of \$15,322 for the period of July 1, 2021 through June 30, 2022.
8. 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 2nd day of September, 2021 @ 1:00 p.m. by AS



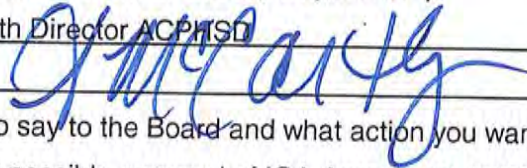
Ryan N. Patterson
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

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

Stephanie McCarthy, Interim Health Director ACPHSD

Date/Signature: 08/04/2021



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

ACPHSD requests discussion and possible approval of IGA Agreement #CTR041404, Amendment #4, Women, Infant, Children and Breastfeeding Peer Counseling Services effective 10/01/2021 – 09/30/2022 in the amount of \$97,500. Amendment defines scope of work, breaks down price sheet, and adds requirements for pass-through entities.

BOS Meeting Date Requested 9-7-2021

PRE-AGENDA ITEM REVIEW

Legal Review:

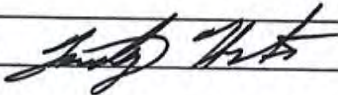
Signature



Check if item does not require review

Finance Review:

Signature



Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

SCOPE OF WORK

1. BACKGROUND

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

1.1. WIC Nutrition Services

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

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

1.1.1.1 Specific objectives for nutrition services (based on Healthy People 2030 goals) are:

- 1.1.1.1.1 To increase the incidence of women initiating breastfeeding,
- 1.1.1.1.2 To increase the duration of women breastfeeding for the first six (6) months of their baby's life,
- 1.1.1.1.3 To increase the duration of breastfeeding women breastfeeding for the first year of their baby's life,
- 1.1.1.1.4 To increase the rate infants are exclusively breastfed at three (3) months and at six months,
- 1.1.1.1.5 To reduce the proportion of adults who are considered obese,
- 1.1.1.1.6 To reduce the proportion of children ages two (2) to five (5) who are considered obese,
- 1.1.1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older, and
- 1.1.1.1.8 To increase the consumption of whole grains by those two (2) and older.



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1.2. Breastfeeding Peer Counseling (BFPC)

- 1.2.1. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program,
- 1.2.2. The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding, and
- 1.2.3. Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

2. OBJECTIVE

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services.

3. SCOPE OF WORK

3.1. WIC Services

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

- 3.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments,
- 3.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants,
- 3.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants,
- 3.1.4 Issue WIC food benefits tailored to meet the needs of the participants,
- 3.1.5 Ensure the collection and recording of accurate information,
- 3.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services,



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

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

3.2. Breastfeeding Peer Counseling (BFPC)

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

4. TASKS AND REQUIREMENTS

4.1. WIC Services Outreach, Retention, and Referrals:

4.1.1 Conduct outreach activities targeting underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation in accordance with the WIC PPM,

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

4.1.3 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts in accordance with the WIC PPM,

4.1.4 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. in accordance with the WIC PPM, and

4.1.5 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board-Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) in accordance with the WIC PPM.

4.2. Additional BFPC Outreach Tasks:

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

4.3. Participant Records:

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

4.3.1.1 Eligibility and ineligibility determinations;

4.3.1.2 Nutrition assessments;

4.3.1.3 Nutrition and breastfeeding education and support;

4.3.1.4 Nutrition and breastfeeding counseling;



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- 4.3.1.5 Facilitate behavioral goal setting;
- 4.3.1.6 Appropriate referrals;
- 4.3.1.7 Program fraud; and
- 4.3.1.8 Food Benefit issuances.
- 4.3.2 Maintain inventory and accountability records, as set forth in the WIC PPM for eWIC cards,
- 4.3.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information,
- 4.3.4 Staff shall only access the WIC Computer Data System and client files for business related reason(s),
- 4.3.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner,
- 4.3.6 The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality,
- 4.3.7 The Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:
 - 4.3.7.1 What data elements were involved and the extent of the data involved in the breach;
 - 4.3.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
 - 4.3.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
 - 4.3.7.4 A description of the probable causes of the improper use or disclosure; and
 - 4.3.7.5 Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 4.3.8 The Local Agency shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure, and
- 4.3.9 The Local Agency shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non-WIC funds. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and



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content of any such notifications. The Local Agency will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

4.4. Service Delivery and Program Rules

The Contractor shall:

- 4.4.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM:
 - 4.4.1.1 Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy;
 - 4.4.1.2 Infants from birth to age one (1); and
 - 4.4.1.3 Children from age one (1) year up to five (5) years of age.
- 4.4.2 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter two (2) and seven (7) of the Arizona WIC Policy and Procedure Manual,
- 4.4.3 Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State,
- 4.4.4 Facilitate goal setting for behavioral change and follow-up on goals set,
- 4.4.5 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate,
- 4.4.6 Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM,
- 4.4.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures,
- 4.4.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support,
- 4.4.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The training shall be documented in the participant's record as set forth in the WIC PPM,
- 4.4.10 Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services, and
- 4.4.11 Additional BFPC Service Delivery tasks:
 - 4.4.11.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;



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

4.5. Participant-Centered Nutrition Education

The Contractor shall:

- 4.5.1 Prepare a one (1) year Nutrition Services and Training Plan for participants to include, but not be limited to:
 - 4.5.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan; and
 - 4.5.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal.
- 4.5.2 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. All participants shall be offered the opportunity to receive quarterly participant-centered nutrition education contacts during a Certification as part of WIC Program service requirements. One of these nutrition education opportunities can be provided as part of the Certification and Mid-Certification appointment.
- 4.5.3 Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence,
- 4.5.4 Offer, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian Nutritionist (RDN) to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RDN,
- 4.5.5 Expend a minimum of 7% of the total amount the Contractor receives for provision of WIC services each contract year on salary and employee related expenses for one or more Registered Dietitian Nutritionists (RDN) providing high risk services. The agency may pay another Arizona WIC Local Agency or RDN contractor for RDN services as approved by the State WIC Director or the State WIC Director's designee. If the 7% of the total amount the Contractor receives for provision of WIC services is not expended for salary and employee related expenses for RDNs, ADHS may request the Contractor to return an amount equal to the difference between the 7% of the total amount the Contractor receives for provision of WIC services and the actual amount expended.
 - 4.5.5.1 For FFY22, Apache County WIC is exempt from expanding a minimum of 7% of the total amount of their WIC Services budget on Registered Dietician Nutritionist (s) to provide high risk services while an active agreement remains in place with Maricopa County Department of Public Health WIC for the agencies high risk needs. This exemption expires at the end of FFY22 or if the agreement with Maricopa County Department of Public Health WIC ends, whichever comes first.
- 4.5.6 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year.



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If the one- sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

- 4.5.6.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;
- 4.5.6.2 The cost of procuring and producing nutrition education materials;
- 4.5.6.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;
- 4.5.6.4 The cost of conducting participant evaluations of nutrition education, nutrition assessments and observations;
- 4.5.6.5 The salary and other costs incurred in developing the nutrition education plan; and
- 4.5.6.6 Other ADHS-approved costs.
- 4.5.7 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages, and
- 4.5.8 Provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the four percent (4%) and the actual amount expended if ADHS must pay a penalty to the Federal Government.

4.6. Staffing

The Contractor shall:

- 4.6.1 Designate a WIC Program Director/Manager who is an RDN, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RDN is on *staff* to provide the WIC RDN services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC Program Director/Manager capacity may substitute for some years of education,
- 4.6.2 Identify an RDN to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS,
- 4.6.3 Based on the assigned caseload, provide an appropriate number of RDNs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RDN services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire graduates with a minimum of an undergraduate degree from an accredited institution, in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as



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home economics or biochemistry, with an emphasis in nutritional science or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RDN. If a Local Agency has a barrier to having an RDN on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants,

- 4.6.4 When applicable, necessary and based on the assigned caseload, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.6.5 Based on the assigned caseload, provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.6.6 Identify an International Board-Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS,
- 4.6.7 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS,
- 4.6.8 Identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible population not currently enrolled in WIC, and participate in outreach-related workgroups. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Local Agency to be approved by ADHS,
- 4.6.9 Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation, and
- 4.6.10 When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school



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Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

4.7. Additional BFPC Service Staffing

- 4.7.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board-Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources,
- 4.7.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason, and
- 4.7.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

4.8. Staff Training

The Contractor shall:

- 4.8.1 Train new staff as outlined in the ADHS developed new employee training plan,
- 4.8.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM,
- 4.8.3 In addition to state requirements for competency training, Local Agencies must implement and adopt the state training standards as reflected in the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations,
- 4.8.4 Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS,
- 4.8.5 Provide one (1) representative for a maximum of six (6) mandatory, in-person WIC Partners' two (2) day meetings or training sessions in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards,
- 4.8.6 Provide one (1) representative for a maximum of 12 WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP),
- 4.8.7 Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building,



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

- 4.8.8 Provide one (1) representative to attend a one (1) day Nutrition Coordinator meeting in Phoenix during each fiscal year for skill and knowledge building,
- 4.8.9 Provide one (1) representative to attend a one (1) day Breastfeeding Coordinator meeting in Phoenix during each fiscal year for skill and knowledge building,
- 4.8.10 Maintain a record of training provided, monitoring and observation results of staff competencies in each staff file and/or the State LMS.
- 4.9. Additional BFPC Staff Training:
 - 4.9.1 Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a One (1) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term,
 - 4.9.2 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment,
 - 4.9.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others, and
 - 4.9.4 Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once during each Peer Counseling Program contract term.
- 4.10. Data Collection

The Contractor shall:

 - 4.10.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System,
 - 4.10.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM,
 - 4.10.3 WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others, and
 - 4.10.4 When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include but not limited to providing a temporary administrative account.
- 4.11. Administrative Services

The Contractor shall:

 - 4.11.1 In addition to complying with the Guidance for Federal Grant Award Management (Blue Book) and State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, Chapter twelve (12) and thirteen (13) of the WIC PPM:
 - 4.11.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number,



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase);

- 4.11.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;
- 4.11.1.3 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more;
- 4.11.1.4 For all asset-related items, a request shall be submitted to ADHS utilizing the process specified in the WIC PPM: hardware (e.g. computers, tablets, scanners, printers, card readers, pin pads, webcams, and headsets) and certain telecommunications equipment necessary to access the web-based WIC Computer Data System (e.g. routers, MiFi's). New technology will be evaluated for inclusion based on program needs. **For software purchases with WIC funds, the Local Agency shall submit a written request prior to any software purchase using WIC funds following the process specified in the PPM.**
 - 4.11.1.4.1 Notification to ADHS must be provided for any asset-related resource items that need to be transferred or disposed. Contractors shall not directly dispose of any asset.
- 4.11.1.5 Transfer and disposals must follow procedures outline in WIC PPM; and
- 4.11.1.6 Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than ten (10) business days from the time of incident to the assigned ADHS WIC Nutrition Consultant.
- 4.11.2 If applicable, submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM,
- 4.11.3 Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know,
- 4.11.4 Provide at least ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location,
- 4.11.5 Read, timely, all ADHS provided documents and provide requested response, if applicable,
- 4.11.6 The Local Agency Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account,
- 4.11.7 Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC-related operations and trainings, if applicable, according to the WIC PPM, including but not limited to:
 - 4.11.7.1 Signed consent for hemoglobin screening and anthropometrics;
 - 4.11.7.2 Signed Rights and Obligations for enrolled participant files (active and inactive);



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

- 4.11.7.3 Eligible participant files (active and inactive);
- 4.11.7.4 Ineligible applicant signatures;
- 4.11.7.5 Monthly Participation Reports by Category and Ethnicity;
- 4.11.7.6 Outreach files;
- 4.11.7.7 Medical documentation;
- 4.11.7.8 Staff files: Trainings attended, skill observations, and Local Agency Self Assessments;
- 4.11.7.9 Documentation of dual participation actions;
- 4.11.7.10 Waiting lists (when applicable);
- 4.11.7.11 Reconciliation of eWIC cards;
- 4.11.7.12 Civil rights file to include documentation and resolution of all civil rights complaints;
- 4.11.7.13 Documentation of annual civil rights and voter registration training of all employees; and
- 4.11.7.14 Documentation of WIC Confidentiality and Conflict of Interest forms.
- 4.11.8 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM,
- 4.11.9 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented,
- 4.11.10 Adhere to the SAAM travel rates. Travel rates reimbursed by the Local Agency cannot exceed the current Arizona State Reimbursement Rates, located here: <https://gao.az.gov/travel/welcome-gao-travel>,
- 4.11.11 Prepare individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM,
- 4.11.12 Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant,
- 4.11.13 Prepare Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year,
- 4.11.14 Prepare WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM,
- 4.11.15 Prepare an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year,



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

- 4.11.16 Prepare an annual evaluation on the One (1) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year,
- 4.11.17 Prepare an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes,
- 4.11.18 Prepare a Summary of Local Agency Annual Self Assessments. Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation, and
- 4.11.19 Prepare all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

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

Additional monies may be awarded under this contract for WIC Special Projects related to, but not limited to general infrastructure, breastfeeding promotion, nutrition services, information system enhancement efforts and client retention efforts.

4.12. Additional Peer Counseling Administrative Services

- 4.12.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS, and
- 4.12.2. Training and resources to assist the local agency in establishing and maintaining competency for new and existing staff.

5. REFERENCE DOCUMENTS

- 5.1. Arizona WIC Program Policies and Procedures Manual: Refer to http://azdhs.gov/azwic/local_agencies_policyManual.htm
- 5.2. Guidance for Federal Grant Award Management (Blue Book): <https://www.azdhs.gov/documents/prevention/womens-childrens-health/childrens-health/homevisiting/guidance-for-federal-grant-award-management.pdf>
- 5.3. State of Arizona Accounting Manual (SAAM): <https://gao.az.gov/publications/SAAM/>
- 5.4. Federal Regulations: Refer to <https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rqn=div5>
- 5.5. 7 CFR 246.14: Program costs
- 5.6. 7 CFR 246.26 (h)(2): Notice to applicants and participants about the use and disclosure of confidential applicant and participant information
- 5.7. 7 CFR 246.26 (h)(3): Implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

6. STATE PROVIDED ITEMS



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

ADHS shall provide the following:

- 6.1. **Electronic** copies of the Arizona WIC Program Policies and Procedures Manual;
- 6.2. Hardware and software necessary for operation of the WIC Computer Database System;
- 6.3. Training and resources to assist local agencies in establishing staff competency for new and existing staff;
- 6.4. eWIC Cards;
- 6.5. Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment;
- 6.6. Nutrition Education Materials for participants;
- 6.7. Quarterly Report template (electronic) for Peer Counseling Program;
- 6.8. Technical assistance and support;
- 6.9. Breastfeeding material and supplies for participants and resources for staff;
- 6.10. Assistance with International Board-Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate;
- 6.11. Loving Support through Peer Counseling curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate;
- 6.12. Monitoring of WIC Authorized Vendors for compliance with regulations and coordination with tribal and county officials when doing compliance buys for markets on a reservation; and
- 6.13. Periodic redemption reports for issued benefits.

7. DELIVERABLES

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

The Contractor shall submit to ADHS:

- 7.1. Updated copies of Local Agency Policies and Procedures as required per the WIC PPM;
- 7.2. Individual electronic CER invoice for each program, no later than thirty (30) days following the end of each report month of the program year;
- 7.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's CER expenses no later than thirty (30) days following the end of each quarter report of the program year;
- 7.4. Final CER invoice for each program no later than forty-five (45) days following the end of each Contract year;
- 7.5. **Completed Federal Funding Accountability and Transparency Act (FFATA) Grant Reporting Certification Form at the beginning of each contract for each Grant within thirty (30) days of the PO;**



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

- 7.6. WIC Local Agency fourth (4th) Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than forty-five (45) days following the end of each Contract year;
- 7.7. Annual Summary of Local Agency Self Assessments;
- 7.8. Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:
 - 7.8.1. Request for Caseload to be served,
 - 7.8.2. Request for budget and budget justification,
 - 7.8.3. Updated Outreach Plan for the upcoming FFY and an evaluation of previous years activities, and
 - 7.8.4. Any additional services and other documents specified.
- 7.9. All required responses to federal and state audits and reviews submitted in a timely manner;
- 7.10. Additional Peer Counseling Deliverables
 - 7.10.1. Quarterly reports for the Peer Counseling Program to be submitted 15 days after each quarter of the Contract year.

8. PERFORMANCE STANDARDS AND AWARDS

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

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

- 8.2. If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources; and
- 8.3. Local Agencies shall be eligible for one (1) or more of the following awards:
 - 8.3.1. Any local agency which meets 100% or more of its caseload assignment for three (3) consecutive months during the previous FFY may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,
 - 8.3.2. Utilizing the "Nutrition Discussion Contact" report ran in the first quarter of the FFY preceding time of application (October through December), any Local Agency meeting 95% of its nutrition education documentation requirement for each participation time period may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,
 - 8.3.3. The agency with the highest percentage of IENs in the first quarter (Oct 1 through Dec 31) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

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

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

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

9. NOTICES, CORRESPONDENCE AND REPORTS

9.1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007
Attention: WIC Program Manager

9.2. Notice, correspondence and reports from ADHS to the Contractor shall be sent to:

Apache County
Attn: Kimberly Cole
P.O. Box 697
St. Johns, AZ 85936
Phone: (928) 337-7978
Email: kcole@co.apache.az.us



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

PRICE SHEET

October 1, 2021 to September 30, 2022

Agency Name: Apache County

Cost Reimbursement Line Item Budget

WIC Services

Federal Award Date: **October 1, 2021**

CFDA number and name: **10.557 Special Supplemental Nutrition Program for Women, Infants, and Children**

WIC Services Account Classification	Amount
Personnel	\$60,433.00
Employee Related Expenses	\$26,919.00
Professional & Outside Services	\$1.00
Travel Expense	\$5,738.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$4,409.00
Capital Expenditures	\$0.00
Indirect Cost	\$0.00
Total	\$97,500.00

Breastfeeding Peer Counseling Services

Federal Award Date: **October 1, 2021**


CFDA number and name: **10.557 Special Supplemental Nutrition Program for Women, Infants, and Children**

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

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Agreement No.: CTR041404	IGA Amendment No: 4	Procurement Officer Nicole Marquez

Additional WIC Program:

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

The assigned caseload for FFY 2022 is: 500

Additional Breastfeeding Peer Counseling Program:

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



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Agreement No.: CTR041404

IGA Amendment No: 4

Procurement Officer
Nicole Marquez

EXHIBIT A

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:	Arizona Department of Health Services
DUNS #	804745420
Federal Award Identification (Grant Number):	<u>216AZ008W1003</u>
Subrecipient name (which must match the name associated with its unique entity identifier):	<u>Apache County</u>
Subrecipient's unique entity identifier (DUNS #):	<u>804745420</u>
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<u>216AZ008W1003</u>
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:	<u>10/01/2021</u>
Subaward Period of Performance Start and End Date:	<u>10/01/2021-9/30/2022</u>
Subaward Budget Period Start and End Date:	<u>10/01/2021-9/30/2022</u>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	<u>\$97,500.00</u>
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):	<u>\$97,500.00</u>
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:	<u>\$97,500.00</u>
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	<u>Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children</u>
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:	<u>United States Department of Agriculture, FNS Southwest Regional Office, Food and Nutrition Service, 1100 Commerce Street Room 522, Dallas, TX 75242-9980, Telephone: (214)290-9810</u>
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:	<u>10.557 WIC Special Supplemental Nutrition Program for Women, Infants, and Children</u>
Identification of whether the award is R&D:	<u>Not R&D award</u>
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414:	<u>0%</u>

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Stephanie McCarthy, Interim Health Director ACPHSD

Date/Signature: 08/30/2021

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

ACPHSD requests discussion and possible approval of 2 full-time Public Health Nurse positions. These positions are grant-funded and will not result in an increase in the FY22 budget.

BOS Meeting Date Requested 09/07/2021


PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature 

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

8/30/21 

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

Sit as the Board of Equalization to accept the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on August 25, 2021.

Acceptance of hearing determination of Petition for Review of Real Property valuation for JFP-AG Springerville LLC-Safeway CPTS #2076 for parcel 105-18-025B.

Acceptance of hearing determination of Petition for Review of Real Property valuation for MM Associates Fund I Partners LLC for parcel 207-26-350B.

Acceptance of hearing determination of Petition for Review of Real Property valuation for David & Melissa Kittle for parcel 107-14-001G.

Acceptance of hearing determination of Petition for Review of Real Property valuation for Herbert & Janice Havins Living Trust for parcel 212-10-019.

BOS Meeting Date Requested 9/7/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF EQUALIZATION HEARING

August 25, 2021
St. Johns, Arizona

Hearing Officer Charles Johnson conducted the hearings.

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

Petition for Review of Real Property Valuation for JFP-AG Springerville LLC-Safeway CPTS #2076 for parcel 105-18-025B. Neither the tax agent nor owner were present. The Assessor's Office was represented by Reuban Aranda and recommended a decrease from \$1,135,087 to 1,124,002 for 2022. Owner's opinion of value was \$474,186. Based on the information and evidence provided by the Assessor's Office and petitioner's appeal documents, Hearing Officer Johnson determined the Full Cash Value for the subject property be set at \$1,124,002 for 2022.

Petition for Review of Real Property valuation for MM Associates Fund I Partners LLC (Family Dollar) for parcel 207-26-350B. Neither the tax agent nor owner were present. The Assessor's Office was represented by Reuban Aranda and recommended a no change in valuation of \$583,964. Owner's opinion of value was \$334,461. Based on the information and evidence provided by the Assessor's Office and petitioner's appeal documents, Hearing Officer Johnson determined the Full Cash Value for the subject property be set at \$583,964 for 2022.

Petition for Review of Real Property valuation for David & Melissa Kittle for parcel 107-14-001G. The owner was not present. The Assessor's Office was represented by Roxanne Drye who recommended no change in the valuation of \$97,500. Owner's opinion of value was \$54,000. Based on the information and evidence provided by the Assessor's Office and petitioner's appeal documents, Hearing Officer Johnson determined the Full Cash Value for the subject property be set at \$97,500 for 2022.

Petition for Review of Real Property valuation for Herbert & Janice Havins Living Trust for parcel 212-10-019. The owner was not present. The Assessor's Office was represented by Roxanne Drye who recommended no change in the valuation of \$18,500. Owner's opinion of value was \$10,000. Based on the information and evidence provided by the Assessor's Office and petitioner's appeal documents, Hearing Officer Johnson determined the Full Cash Value for the subject property be set at \$18,500 for 2022.

Hearings concluded at 11:30 a.m.

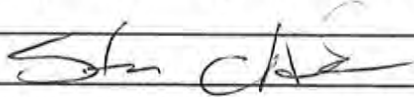
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

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 demands as distributed to the Apache County Board of Supervisors between August 16, 2021 to September 7, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 9/7/21

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098997	08/12/2021	Accounts Payable	LEONARDO DANIEL PRIETO	104.00
Open	NBAZ - Warrant Clearing Account	Check	1098998	08/17/2021	Accounts Payable	A & E REPROGRAPHICS	13,728.21
Open	NBAZ - Warrant Clearing Account	Check	1098999	08/17/2021	Accounts Payable	A-1 GLASS AND MIRROR INC	835.70
Open	NBAZ - Warrant Clearing Account	Check	1099000	08/17/2021	Accounts Payable	AZ SUPREME COURT	288.10
Open	NBAZ - Warrant Clearing Account	Check	1099001	08/17/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	25.75
Open	NBAZ - Warrant Clearing Account	Check	1099002	08/17/2021	Accounts Payable	BI INC	393.63
Open	NBAZ - Warrant Clearing Account	Check	1099003	08/17/2021	Accounts Payable	CORTEZ VISUAL COMMUNICATIONS INC	4,194.08
Open	NBAZ - Warrant Clearing Account	Check	1099004	08/17/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	647.08
Open	NBAZ - Warrant Clearing Account	Check	1099005	08/17/2021	Accounts Payable	ELEVATION HEALTH SERVICES LLC	930.00
Open	NBAZ - Warrant Clearing Account	Check	1099006	08/17/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	291.45
Open	NBAZ - Warrant Clearing Account	Check	1099007	08/17/2021	Accounts Payable	GALLUP LUMBER & SUPPLY	36.70
Open	NBAZ - Warrant Clearing Account	Check	1099008	08/17/2021	Accounts Payable	HIGH COUNTRY SIGNS LLC	1,970.00
Open	NBAZ - Warrant Clearing Account	Check	1099009	08/17/2021	Accounts Payable	HILL AZ GROCERY STORE	120.67
Open	NBAZ - Warrant Clearing Account	Check	1099010	08/17/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,420.75
Open	NBAZ - Warrant Clearing Account	Check	1099011	08/17/2021	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	296.00
Open	NBAZ - Warrant Clearing Account	Check	1099012	08/17/2021	Accounts Payable	OFFICE DEPOT	138.61
Open	NBAZ - Warrant Clearing Account	Check	1099013	08/17/2021	Accounts Payable	QUILL CORP	3,395.00
Open	NBAZ - Warrant Clearing Account	Check	1099014	08/17/2021	Accounts Payable	KODY RICHARDSON	916.67
Open	NBAZ - Warrant Clearing Account	Check	1099015	08/17/2021	Accounts Payable	RICOH USA INC	30,127.50
Open	NBAZ - Warrant Clearing Account	Check	1099016	08/17/2021	Accounts Payable	RV STRIPES & GRAPHICS, INC.	771.30
Open	NBAZ - Warrant Clearing Account	Check	1099017	08/17/2021	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	210.23
Open	NBAZ - Warrant Clearing Account	Check	1099018	08/17/2021	Accounts Payable	SAFELITE AUTO GLASS	1,013.68
Open	NBAZ - Warrant Clearing Account	Check	1099019	08/17/2021	Accounts Payable	ALTON JOE SHEPHERD	17.83
Open	NBAZ - Warrant Clearing Account	Check	1099020	08/17/2021	Accounts Payable	SIGN VISION	309.45
Open	NBAZ - Warrant Clearing Account	Check	1099021	08/17/2021	Accounts Payable	STAPLES BUSINESS CREDIT STAPLES ADVANTAGE	8,878.75
Open	NBAZ - Warrant Clearing Account	Check	1099054	08/17/2021	Accounts Payable	A SPEEDY CASH CAR TITLE LOANS LLC	374.36
Open	NBAZ - Warrant Clearing Account	Check	1099055	08/17/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	448.18
Open	NBAZ - Warrant Clearing Account	Check	1099056	08/17/2021	Accounts Payable	APACHE COUNTY FSA	860.12
Open	NBAZ - Warrant Clearing Account	Check	1099057	08/17/2021	Accounts Payable	APACHE COUNTY HSA	3,809.74
Open	NBAZ - Warrant Clearing Account	Check	1099058	08/17/2021	Accounts Payable	APACHE COUNTY MEDICAL	162,309.07
Open	NBAZ - Warrant Clearing Account	Check	1099059	08/17/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	139,659.18
Open	NBAZ - Warrant Clearing Account	Check	1099060	08/17/2021	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1099061	08/17/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	107,428.66
Open	NBAZ - Warrant Clearing Account	Check	1099062	08/17/2021	Accounts Payable	CINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1099063	08/17/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,396.80
Open	NBAZ - Warrant Clearing Account	Check	1099064	08/17/2021	Accounts Payable	CORP DISABILITY	114.22
Open	NBAZ - Warrant Clearing Account	Check	1099065	08/17/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,304.51
Open	NBAZ - Warrant Clearing Account	Check	1099066	08/17/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,872.64
Open	NBAZ - Warrant Clearing Account	Check	1099067	08/17/2021	Accounts Payable	EODCRS DISABILITY	6.14

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099068	08/17/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1099069	08/17/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1099070	08/17/2021	Accounts Payable	GURSTEL LAW FIRM PC	258.25
Open	NBAZ - Warrant Clearing Account	Check	1099071	08/17/2021	Accounts Payable	NATIONWIDE	2,545.05
Open	NBAZ - Warrant Clearing Account	Check	1099072	08/17/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1099073	08/17/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,692.54
Open	NBAZ - Warrant Clearing Account	Check	1099074	08/17/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1099075	08/17/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,187.06
Open	NBAZ - Warrant Clearing Account	Check	1099076	08/17/2021	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1099077	08/17/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1099078	08/17/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	945.00
Open	NBAZ - Warrant Clearing Account	Check	1099079	08/17/2021	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	312.50
Open	NBAZ - Warrant Clearing Account	Check	1099080	08/17/2021	Accounts Payable	4IMPRINT	499.34
Open	NBAZ - Warrant Clearing Account	Check	1099081	08/17/2021	Accounts Payable	A WORLD OF TRAVEL	300.80
Open	NBAZ - Warrant Clearing Account	Check	1099082	08/17/2021	Accounts Payable	ACE INTERDICTION TACTICS LLC	279.00
Open	NBAZ - Warrant Clearing Account	Check	1099083	08/17/2021	Accounts Payable	ALL MOUNTAIN RV SERVICE & SUPPLY	8,865.00
Open	NBAZ - Warrant Clearing Account	Check	1099084	08/17/2021	Accounts Payable	ALLEGRA	356.32
Open	NBAZ - Warrant Clearing Account	Check	1099085	08/17/2021	Accounts Payable	ALPINE WATER AND SANITARY	217.65
Open	NBAZ - Warrant Clearing Account	Check	1099086	08/17/2021	Accounts Payable	ALSCO INC	133.04
Open	NBAZ - Warrant Clearing Account	Check	1099087	08/17/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	8,250.94
Open	NBAZ - Warrant Clearing Account	Check	1099088	08/17/2021	Accounts Payable	AMERIGAS - GALLUP	831.12
Open	NBAZ - Warrant Clearing Account	Check	1099089	08/17/2021	Accounts Payable	AMIGO CHEVROLET	180.58
Open	NBAZ - Warrant Clearing Account	Check	1099090	08/17/2021	Accounts Payable	CHARLI A ANDERSON	701.68
Open	NBAZ - Warrant Clearing Account	Check	1099091	08/17/2021	Accounts Payable	APACHE COUNTY FAIR	25,000.00
Open	NBAZ - Warrant Clearing Account	Check	1099092	08/17/2021	Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	196.68
Open	NBAZ - Warrant Clearing Account	Check	1099093	08/17/2021	Accounts Payable	ASPEN TIRE & OIL	84.92
Open	NBAZ - Warrant Clearing Account	Check	1099094	08/17/2021	Accounts Payable	AZ COUNTIES INSURANCE POOL	3,008.08
Open	NBAZ - Warrant Clearing Account	Check	1099095	08/17/2021	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,295.00
Open	NBAZ - Warrant Clearing Account	Check	1099096	08/17/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	181.01
Open	NBAZ - Warrant Clearing Account	Check	1099097	08/17/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	474.01
Open	NBAZ - Warrant Clearing Account	Check	1099098	08/17/2021	Accounts Payable	SARAH MAE BEGAY	155.00
Open	NBAZ - Warrant Clearing Account	Check	1099099	08/17/2021	Accounts Payable	BI INC	439.53
Open	NBAZ - Warrant Clearing Account	Check	1099100	08/17/2021	Accounts Payable	JIMICA LYNN BIGMAN	47.00
Open	NBAZ - Warrant Clearing Account	Check	1099101	08/17/2021	Accounts Payable	SANDRA L BLANSETT	52.25
Open	NBAZ - Warrant Clearing Account	Check	1099102	08/17/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	104.54
Open	NBAZ - Warrant Clearing Account	Check	1099103	08/17/2021	Accounts Payable	BOOT BARN	69.92
Open	NBAZ - Warrant Clearing Account	Check	1099104	08/17/2021	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099105	08/17/2021	Accounts Payable	JARROD C BROOKS	162.56
Open	NBAZ - Warrant Clearing Account	Check	1099106	08/17/2021	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	2,393.40

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099107	08/17/2021	Accounts Payable	DAWN A CARTER	33.60
Open	NBAZ - Warrant Clearing Account	Check	1099108	08/17/2021	Accounts Payable	CELLULAR ONE NE AZ	103.48
Open	NBAZ - Warrant Clearing Account	Check	1099109	08/17/2021	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1099110	08/17/2021	Accounts Payable	CHARM-TEX	647.50
Open	NBAZ - Warrant Clearing Account	Check	1099111	08/17/2021	Accounts Payable	COMFORT INN LUCKY LANE (FLAG)	1,040.64
Open	NBAZ - Warrant Clearing Account	Check	1099112	08/17/2021	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	109.70
Open	NBAZ - Warrant Clearing Account	Check	1099113	08/17/2021	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	55.95
Open	NBAZ - Warrant Clearing Account	Check	1099114	08/17/2021	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	19,140.00
Open	NBAZ - Warrant Clearing Account	Check	1099115	08/17/2021	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	5,038.75
Open	NBAZ - Warrant Clearing Account	Check	1099116	08/17/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	500.01
Open	NBAZ - Warrant Clearing Account	Check	1099117	08/17/2021	Accounts Payable	FERRIN CROSBY	131.09
Open	NBAZ - Warrant Clearing Account	Check	1099118	08/17/2021	Accounts Payable	TROY D CZARNYSZKA	536.98
Open	NBAZ - Warrant Clearing Account	Check	1099119	08/17/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.72
Open	NBAZ - Warrant Clearing Account	Check	1099120	08/17/2021	Accounts Payable	JOSEPH DEDMAN JR	205.00
Open	NBAZ - Warrant Clearing Account	Check	1099121	08/17/2021	Accounts Payable	DIRECTV LLC	81.99
Open	NBAZ - Warrant Clearing Account	Check	1099122	08/17/2021	Accounts Payable	DISH NETWORK	188.28
Open	NBAZ - Warrant Clearing Account	Check	1099123	08/17/2021	Accounts Payable	DISH NETWORK	163.29
Open	NBAZ - Warrant Clearing Account	Check	1099124	08/17/2021	Accounts Payable	EL CUPIDOS EXPRESS	15.25
Open	NBAZ - Warrant Clearing Account	Check	1099125	08/17/2021	Accounts Payable	EMPIRE MACHINERY	5,203.31
Open	NBAZ - Warrant Clearing Account	Check	1099126	08/17/2021	Accounts Payable	FLEET PRIDE	962.61
Open	NBAZ - Warrant Clearing Account	Check	1099127	08/17/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	268.71
Open	NBAZ - Warrant Clearing Account	Check	1099128	08/17/2021	Accounts Payable	FRONTIER	171.30
Open	NBAZ - Warrant Clearing Account	Check	1099129	08/17/2021	Accounts Payable	FRONTIER	216.65
Open	NBAZ - Warrant Clearing Account	Check	1099130	08/17/2021	Accounts Payable	FRONTIER	185.46
Open	NBAZ - Warrant Clearing Account	Check	1099131	08/17/2021	Accounts Payable	FRONTIER	118.69
Open	NBAZ - Warrant Clearing Account	Check	1099132	08/17/2021	Accounts Payable	FRONTIER	175.50
Open	NBAZ - Warrant Clearing Account	Check	1099133	08/17/2021	Accounts Payable	FRONTIER	182.00
Open	NBAZ - Warrant Clearing Account	Check	1099134	08/17/2021	Accounts Payable	FRONTIER	131.53
Open	NBAZ - Warrant Clearing Account	Check	1099135	08/17/2021	Accounts Payable	FRONTIER	175.93
Open	NBAZ - Warrant Clearing Account	Check	1099136	08/17/2021	Accounts Payable	FRONTIER	188.05
Open	NBAZ - Warrant Clearing Account	Check	1099137	08/17/2021	Accounts Payable	FRONTIER	175.69
Open	NBAZ - Warrant Clearing Account	Check	1099138	08/17/2021	Accounts Payable	FRONTIER	1,420.37
Open	NBAZ - Warrant Clearing Account	Check	1099139	08/17/2021	Accounts Payable	FRONTIER	172.67
Open	NBAZ - Warrant Clearing Account	Check	1099140	08/17/2021	Accounts Payable	FUTURE TIRE	222.86
Open	NBAZ - Warrant Clearing Account	Check	1099141	08/17/2021	Accounts Payable	DARYL GREER	130.92
Open	NBAZ - Warrant Clearing Account	Check	1099142	08/17/2021	Accounts Payable	RICHARD C GUINN	24.62
Open	NBAZ - Warrant Clearing Account	Check	1099143	08/17/2021	Accounts Payable	HAMBLIN & ASSOCIATES LLC	4,900.00
Open	NBAZ - Warrant Clearing Account	Check	1099144	08/17/2021	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099145	08/17/2021	Accounts Payable	KLINT HEAP	55.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099146	08/17/2021	Accounts Payable	HIGH COUNTRY PROPANE	1,227.38
Open	NBAZ - Warrant Clearing Account	Check	1099147	08/17/2021	Accounts Payable	HILL AZ GROCERY STORE	470.39
Open	NBAZ - Warrant Clearing Account	Check	1099148	08/17/2021	Accounts Payable	HILLYARD/FLAGSTAFF	1,457.02
Open	NBAZ - Warrant Clearing Account	Check	1099149	08/17/2021	Accounts Payable	HOME DEPOT	1,308.19
Open	NBAZ - Warrant Clearing Account	Check	1099150	08/17/2021	Accounts Payable	HWY 64 TRUCK & AUTO SALVAGE	1,700.31
Open	NBAZ - Warrant Clearing Account	Check	1099151	08/17/2021	Accounts Payable	INGRAM LIBRARY SERVICES	3,734.42
Open	NBAZ - Warrant Clearing Account	Check	1099152	08/17/2021	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	32,789.98
Open	NBAZ - Warrant Clearing Account	Check	1099153	08/17/2021	Accounts Payable	GENEVA L JACKSON	144.00
Open	NBAZ - Warrant Clearing Account	Check	1099154	08/17/2021	Accounts Payable	JCG TECHNOLOGIES INC	250.68
Open	NBAZ - Warrant Clearing Account	Check	1099155	08/17/2021	Accounts Payable	JONES SKELTON & HOCHULI PLC	3,892.00
Open	NBAZ - Warrant Clearing Account	Check	1099156	08/17/2021	Accounts Payable	KIMBALL EQUIPMENT COMPANY	1,786.95
Open	NBAZ - Warrant Clearing Account	Check	1099157	08/17/2021	Accounts Payable	LARSON WASTE INC	140.00
Open	NBAZ - Warrant Clearing Account	Check	1099158	08/17/2021	Accounts Payable	MICHAEL LATHAM	343.44
Open	NBAZ - Warrant Clearing Account	Check	1099159	08/17/2021	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	38.08
Open	NBAZ - Warrant Clearing Account	Check	1099160	08/17/2021	Accounts Payable	LIFELOC TECHNOLOGIES INC	77.77
Open	NBAZ - Warrant Clearing Account	Check	1099161	08/17/2021	Accounts Payable	CHRIS MCCARTHY	224.00
Open	NBAZ - Warrant Clearing Account	Check	1099162	08/17/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	400.00
Open	NBAZ - Warrant Clearing Account	Check	1099163	08/17/2021	Accounts Payable	MOORE LAW PLLC	536.00
Open	NBAZ - Warrant Clearing Account	Check	1099164	08/17/2021	Accounts Payable	NAVAJO SANITATION INC	302.10
Open	NBAZ - Warrant Clearing Account	Check	1099165	08/17/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,198.95
Open	NBAZ - Warrant Clearing Account	Check	1099166	08/17/2021	Accounts Payable	NAVAJO WESTERNERS	375.80
Open	NBAZ - Warrant Clearing Account	Check	1099167	08/17/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	4,858.32
Open	NBAZ - Warrant Clearing Account	Check	1099168	08/17/2021	Accounts Payable	HALEY RHAЕ NICOLL	80.74
Open	NBAZ - Warrant Clearing Account	Check	1099169	08/17/2021	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	1,059.70
Open	NBAZ - Warrant Clearing Account	Check	1099170	08/17/2021	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORITY	70.98
Open	NBAZ - Warrant Clearing Account	Check	1099171	08/17/2021	Accounts Payable	ORIENTAL TRADING COMPANY	102.28
Open	NBAZ - Warrant Clearing Account	Check	1099172	08/17/2021	Accounts Payable	ORKIN PEST CONTROL	560.74
Open	NBAZ - Warrant Clearing Account	Check	1099173	08/17/2021	Accounts Payable	PACIFIC PONDEROSA CO INC	7,095.15
Open	NBAZ - Warrant Clearing Account	Check	1099174	08/17/2021	Accounts Payable	PAGE STEEL	262.91
Open	NBAZ - Warrant Clearing Account	Check	1099175	08/17/2021	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099176	08/17/2021	Accounts Payable	RYAN N PATTERSON	289.04
Open	NBAZ - Warrant Clearing Account	Check	1099177	08/17/2021	Accounts Payable	PENWORTHY COMPANY	183.25
Open	NBAZ - Warrant Clearing Account	Check	1099178	08/17/2021	Accounts Payable	PERFECT PRINTZ LLC	371.72
Open	NBAZ - Warrant Clearing Account	Check	1099179	08/17/2021	Accounts Payable	PINE NEEDLE EMBROIDERY	57.00
Open	NBAZ - Warrant Clearing Account	Check	1099180	08/17/2021	Accounts Payable	PITNEY BOWES	213.47
Open	NBAZ - Warrant Clearing Account	Check	1099181	08/17/2021	Accounts Payable	PUBLIC SAFETY CANCER INSURANCE	1,050.00
Open	NBAZ - Warrant Clearing Account	Check	1099182	08/17/2021	Accounts Payable	QUILL CORP	3,451.71
Open	NBAZ - Warrant Clearing Account	Check	1099183	08/17/2021	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099184	08/17/2021	Accounts Payable	RHINEHART OIL CO	11,778.29

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099185	08/17/2021	Accounts Payable	RIGG LAW FIRM PLLC	2,752.00
Open	NBAZ - Warrant Clearing Account	Check	1099186	08/17/2021	Accounts Payable	JOHN MICHAEL ROBERTSON	66.16
Open	NBAZ - Warrant Clearing Account	Check	1099187	08/17/2021	Accounts Payable	RUSH TRUCK CENTER	325.90
Open	NBAZ - Warrant Clearing Account	Check	1099188	08/17/2021	Accounts Payable	ESTELA SANDOVAL	238.00
Open	NBAZ - Warrant Clearing Account	Check	1099189	08/17/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,837.79
Open	NBAZ - Warrant Clearing Account	Check	1099190	08/17/2021	Accounts Payable	SEM APPLICATIONS INC	102.00
Open	NBAZ - Warrant Clearing Account	Check	1099191	08/17/2021	Accounts Payable	WILBUR SMITH	120.00
Open	NBAZ - Warrant Clearing Account	Check	1099192	08/17/2021	Accounts Payable	SONORA QUEST LABORATORIES	966.96
Open	NBAZ - Warrant Clearing Account	Check	1099193	08/17/2021	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	60.00
Open	NBAZ - Warrant Clearing Account	Check	1099194	08/17/2021	Accounts Payable	ST JOHNS CITY	1,808.33
Open	NBAZ - Warrant Clearing Account	Check	1099195	08/17/2021	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,063.26
Open	NBAZ - Warrant Clearing Account	Check	1099196	08/17/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	203.69
Open	NBAZ - Warrant Clearing Account	Check	1099197	08/17/2021	Accounts Payable	STAPLES BUSINESS CREDIT STAPLES ADVANTAGE	946.54
Open	NBAZ - Warrant Clearing Account	Check	1099198	08/17/2021	Accounts Payable	JEREL THOMAS	224.00
Open	NBAZ - Warrant Clearing Account	Check	1099199	08/17/2021	Accounts Payable	THOMSON REUTERS WEST	342.36
Open	NBAZ - Warrant Clearing Account	Check	1099200	08/17/2021	Accounts Payable	NORMA J THORN	238.00
Open	NBAZ - Warrant Clearing Account	Check	1099201	08/17/2021	Accounts Payable	TITUS CONSULTING LLC (TRAVIS SIMSHAUSER)	551.76
Open	NBAZ - Warrant Clearing Account	Check	1099202	08/17/2021	Accounts Payable	TOWN OF SPRINGERVILLE	755.94
Open	NBAZ - Warrant Clearing Account	Check	1099203	08/17/2021	Accounts Payable	MCKENYA TREVIZO	920.00
Open	NBAZ - Warrant Clearing Account	Check	1099204	08/17/2021	Accounts Payable	TRIPLE R FUELS	383.28
Open	NBAZ - Warrant Clearing Account	Check	1099205	08/17/2021	Accounts Payable	RAYMOND EMPLOYEE TSOSIE	39.65
Open	NBAZ - Warrant Clearing Account	Check	1099206	08/17/2021	Accounts Payable	W JEFFORY UDALL	31.36
Open	NBAZ - Warrant Clearing Account	Check	1099207	08/17/2021	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1099208	08/17/2021	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	39.50
Open	NBAZ - Warrant Clearing Account	Check	1099209	08/17/2021	Accounts Payable	VERIZON WIRELESS	1,463.24
Open	NBAZ - Warrant Clearing Account	Check	1099210	08/17/2021	Accounts Payable	VICTORY SUPPLY LLC	520.80
Open	NBAZ - Warrant Clearing Account	Check	1099211	08/17/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	392.52
Open	NBAZ - Warrant Clearing Account	Check	1099212	08/17/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	75.00
Open	NBAZ - Warrant Clearing Account	Check	1099213	08/17/2021	Accounts Payable	MICHAEL B WHITTING	11.20
Open	NBAZ - Warrant Clearing Account	Check	1099214	08/17/2021	Accounts Payable	ANTONIA WOOD	107.26
Open	NBAZ - Warrant Clearing Account	Check	1099215	08/17/2021	Accounts Payable	WOODLAND BUILDING CENTER	369.26
Open	NBAZ - Warrant Clearing Account	Check	1099216	08/17/2021	Accounts Payable	WRIGHT EXPRESS FSC WEX	4,308.98
Open	NBAZ - Warrant Clearing Account	Check	1099217	08/17/2021	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,010.68
Open	NBAZ - Warrant Clearing Account	Check	1099220	08/24/2021	Accounts Payable	GLORIA BOWMAN	329.01
Open	NBAZ - Warrant Clearing Account	Check	1099221	08/24/2021	Accounts Payable	PATRICK J SANDOVAL	1,378.32
Open	NBAZ - Warrant Clearing Account	Check	1099222	08/24/2021	Accounts Payable	ALLEGRA	1,122.93
Open	NBAZ - Warrant Clearing Account	Check	1099223	08/24/2021	Accounts Payable	ALSCO INC	586.40
Open	NBAZ - Warrant Clearing Account	Check	1099224	08/24/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,601.28
Open	NBAZ - Warrant Clearing Account	Check	1099225	08/24/2021	Accounts Payable	AMAZON COM INC (Health & Library)	1,087.81

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099226	08/24/2021	Accounts Payable	APACHE COUNTY FAIR	180.00
Open	NBAZ - Warrant Clearing Account	Check	1099227	08/24/2021	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	694.06
Open	NBAZ - Warrant Clearing Account	Check	1099228	08/24/2021	Accounts Payable	ARIZONA COMMUNITY HEALTH WORKERS ASSOCIATION INC	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099229	08/24/2021	Accounts Payable	ARIZONA SMOKE SCHOOL LLC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1099230	08/24/2021	Accounts Payable	ASHTONS REPAIR INC	494.50
Open	NBAZ - Warrant Clearing Account	Check	1099231	08/24/2021	Accounts Payable	ASPEN TIRE & OIL	160.44
Open	NBAZ - Warrant Clearing Account	Check	1099232	08/24/2021	Accounts Payable	AT&T MOBILITY	89.89
Open	NBAZ - Warrant Clearing Account	Check	1099233	08/24/2021	Accounts Payable	AZ DEPT OF REVENUE	1,852.20
Open	NBAZ - Warrant Clearing Account	Check	1099234	08/24/2021	Accounts Payable	AZ SUPREME COURT	22,825.70
Open	NBAZ - Warrant Clearing Account	Check	1099235	08/24/2021	Accounts Payable	AZLGEBT	324,029.45
Open	NBAZ - Warrant Clearing Account	Check	1099236	08/24/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	349.00
Open	NBAZ - Warrant Clearing Account	Check	1099237	08/24/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	480.34
Open	NBAZ - Warrant Clearing Account	Check	1099238	08/24/2021	Accounts Payable	SARAH MAE BEGAY	155.00
Open	NBAZ - Warrant Clearing Account	Check	1099239	08/24/2021	Accounts Payable	THOMAS Y BEGAY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1099240	08/24/2021	Accounts Payable	DAWN MICHELLE BEUS	92.00
Open	NBAZ - Warrant Clearing Account	Check	1099241	08/24/2021	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	456.70
Open	NBAZ - Warrant Clearing Account	Check	1099242	08/24/2021	Accounts Payable	JIMICA LYNN BIGMAN	341.68
Open	NBAZ - Warrant Clearing Account	Check	1099243	08/24/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,013.05
Open	NBAZ - Warrant Clearing Account	Check	1099244	08/24/2021	Accounts Payable	BLUE LINE TOWING	383.50
Open	NBAZ - Warrant Clearing Account	Check	1099245	08/24/2021	Accounts Payable	BOB BARKER COMPANY INC	130.69
Open	NBAZ - Warrant Clearing Account	Check	1099246	08/24/2021	Accounts Payable	SHANE LEO BODIE	242.00
Open	NBAZ - Warrant Clearing Account	Check	1099247	08/24/2021	Accounts Payable	BOOT BARN	335.53
Open	NBAZ - Warrant Clearing Account	Check	1099248	08/24/2021	Accounts Payable	GLORIA BOWMAN	419.54
Open	NBAZ - Warrant Clearing Account	Check	1099249	08/24/2021	Accounts Payable	BRAD HALL & ASSOCIATES INC	63,150.34
Open	NBAZ - Warrant Clearing Account	Check	1099250	08/24/2021	Accounts Payable	BAUER K BROWN	975.81
Open	NBAZ - Warrant Clearing Account	Check	1099251	08/24/2021	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1099252	08/24/2021	Accounts Payable	WICHITAW R BUSBY	17.92
Open	NBAZ - Warrant Clearing Account	Check	1099253	08/24/2021	Accounts Payable	CANDLEWOOD SUITES TUCSON	199.44
Open	NBAZ - Warrant Clearing Account	Check	1099254	08/24/2021	Accounts Payable	ELIZABETH A CASTILLO	18.36
Open	NBAZ - Warrant Clearing Account	Check	1099255	08/24/2021	Accounts Payable	ELIZABETH RAE CERVERA	228.00
Open	NBAZ - Warrant Clearing Account	Check	1099256	08/24/2021	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	2,200.00
Open	NBAZ - Warrant Clearing Account	Check	1099257	08/24/2021	Accounts Payable	CMS COMMUNICATIONS INC	403.71
Open	NBAZ - Warrant Clearing Account	Check	1099258	08/24/2021	Accounts Payable	KIMBERLY LOUISE COLE	146.92
Open	NBAZ - Warrant Clearing Account	Check	1099259	08/24/2021	Accounts Payable	CONCHOCAN! (COMMUNITY ACTION NETWORK)	2,249.87
Open	NBAZ - Warrant Clearing Account	Check	1099260	08/24/2021	Accounts Payable	CONTROL SOLUTIONS	403.00
Open	NBAZ - Warrant Clearing Account	Check	1099261	08/24/2021	Accounts Payable	CREDITRON CORPORATION	5,487.50
Open	NBAZ - Warrant Clearing Account	Check	1099262	08/24/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	788.85
Open	NBAZ - Warrant Clearing Account	Check	1099263	08/24/2021	Accounts Payable	RODGER DAHOZY	1,862.44
Open	NBAZ - Warrant Clearing Account	Check	1099264	08/24/2021	Accounts Payable	JOSEPH DEDMAN JR	94.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099265	08/24/2021	Accounts Payable	DESERT MOUNTAIN CORPORATION	27,756.37
Open	NBAZ - Warrant Clearing Account	Check	1099266	08/24/2021	Accounts Payable	FELIPA A EARL	144.20
Open	NBAZ - Warrant Clearing Account	Check	1099267	08/24/2021	Accounts Payable	EATON SALES & SERVICE	1,536.92
Open	NBAZ - Warrant Clearing Account	Check	1099268	08/24/2021	Accounts Payable	EMPIRE MACHINERY	18,019.86
Open	NBAZ - Warrant Clearing Account	Check	1099269	08/24/2021	Accounts Payable	ENVIRONMENTAL TECHNOLOGY INC	8,777.96
Open	NBAZ - Warrant Clearing Account	Check	1099270	08/24/2021	Accounts Payable	SHANNON E FAULKNER	341.30
Open	NBAZ - Warrant Clearing Account	Check	1099271	08/24/2021	Accounts Payable	FRONTIER	75.45
Open	NBAZ - Warrant Clearing Account	Check	1099272	08/24/2021	Accounts Payable	FRONTIER	77.28
Open	NBAZ - Warrant Clearing Account	Check	1099273	08/24/2021	Accounts Payable	FRONTIER	77.72
Open	NBAZ - Warrant Clearing Account	Check	1099274	08/24/2021	Accounts Payable	FRONTIER	111.59
Open	NBAZ - Warrant Clearing Account	Check	1099275	08/24/2021	Accounts Payable	FRONTIER	176.06
Open	NBAZ - Warrant Clearing Account	Check	1099276	08/24/2021	Accounts Payable	FRONTIER	177.51
Open	NBAZ - Warrant Clearing Account	Check	1099277	08/24/2021	Accounts Payable	FRONTIER	111.11
Open	NBAZ - Warrant Clearing Account	Check	1099278	08/24/2021	Accounts Payable	FRONTIER	78.23
Open	NBAZ - Warrant Clearing Account	Check	1099279	08/24/2021	Accounts Payable	FRONTIER	171.31
Open	NBAZ - Warrant Clearing Account	Check	1099280	08/24/2021	Accounts Payable	FRONTIER	1,879.66
Open	NBAZ - Warrant Clearing Account	Check	1099281	08/24/2021	Accounts Payable	FRONTIER	277.79
Open	NBAZ - Warrant Clearing Account	Check	1099282	08/24/2021	Accounts Payable	FRONTIER	257.24
Open	NBAZ - Warrant Clearing Account	Check	1099283	08/24/2021	Accounts Payable	FRONTIER	732.52
Open	NBAZ - Warrant Clearing Account	Check	1099284	08/24/2021	Accounts Payable	FRONTIER	198.48
Open	NBAZ - Warrant Clearing Account	Check	1099285	08/24/2021	Accounts Payable	FRONTIER	145.57
Open	NBAZ - Warrant Clearing Account	Check	1099286	08/24/2021	Accounts Payable	GALL'S INC	180.25
Open	NBAZ - Warrant Clearing Account	Check	1099287	08/24/2021	Accounts Payable	GALLUP LUMBER & SUPPLY	207.97
Open	NBAZ - Warrant Clearing Account	Check	1099288	08/24/2021	Accounts Payable	GILA COUNTY	10,223.81
Open	NBAZ - Warrant Clearing Account	Check	1099289	08/24/2021	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,073.36
Open	NBAZ - Warrant Clearing Account	Check	1099290	08/24/2021	Accounts Payable	BARBARA J GOMEZ	44.92
Open	NBAZ - Warrant Clearing Account	Check	1099291	08/24/2021	Accounts Payable	GRAINER	65.46
Open	NBAZ - Warrant Clearing Account	Check	1099292	08/24/2021	Accounts Payable	DARYL GREER	857.70
Open	NBAZ - Warrant Clearing Account	Check	1099293	08/24/2021	Accounts Payable	PAUL HANCOCK	68.00
Open	NBAZ - Warrant Clearing Account	Check	1099294	08/24/2021	Accounts Payable	HILL AZ GROCERY STORE	162.59
Open	NBAZ - Warrant Clearing Account	Check	1099295	08/24/2021	Accounts Payable	HILL AZ GROCERY STORE	80.78
Open	NBAZ - Warrant Clearing Account	Check	1099296	08/24/2021	Accounts Payable	HILLYARD/FLAGSTAFF	18.66
Open	NBAZ - Warrant Clearing Account	Check	1099297	08/24/2021	Accounts Payable	HOME DEPOT	796.66
Open	NBAZ - Warrant Clearing Account	Check	1099298	08/24/2021	Accounts Payable	LETA HONNIE	341.30
Open	NBAZ - Warrant Clearing Account	Check	1099299	08/24/2021	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	1,762.96
Open	NBAZ - Warrant Clearing Account	Check	1099300	08/24/2021	Accounts Payable	IAN BRIMHALL PC	430.44
Open	NBAZ - Warrant Clearing Account	Check	1099301	08/24/2021	Accounts Payable	INGRAM LIBRARY SERVICES	1,042.85
Open	NBAZ - Warrant Clearing Account	Check	1099302	08/24/2021	Accounts Payable	INVENTORY TRADING COMPANY	343.67
Open	NBAZ - Warrant Clearing Account	Check	1099303	08/24/2021	Accounts Payable	TRENT ADAM JENSEN	102.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099304	08/24/2021	Accounts Payable	TYRON JENSEN	341.76
Open	NBAZ - Warrant Clearing Account	Check	1099305	08/24/2021	Accounts Payable	JURY SYSTEMS INCORPORATED	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099306	08/24/2021	Accounts Payable	KONICA MINOLTA	62.13
Open	NBAZ - Warrant Clearing Account	Check	1099307	08/24/2021	Accounts Payable	MICHAEL LATHAM	1,250.55
Open	NBAZ - Warrant Clearing Account	Check	1099308	08/24/2021	Accounts Payable	KYLIE RAE LAUNIUVAO	4,387.50
Open	NBAZ - Warrant Clearing Account	Check	1099309	08/24/2021	Accounts Payable	LEGAL AND LIABILITY RISK MANAGEMENT INSTITUTE	125.00
Open	NBAZ - Warrant Clearing Account	Check	1099310	08/24/2021	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	737.71
Open	NBAZ - Warrant Clearing Account	Check	1099311	08/24/2021	Accounts Payable	LIGHT HOUSE OF ARIZONA	694.50
Open	NBAZ - Warrant Clearing Account	Check	1099312	08/24/2021	Accounts Payable	LINGO	122.91
Open	NBAZ - Warrant Clearing Account	Check	1099313	08/24/2021	Accounts Payable	LOWES #24	154.87
Open	NBAZ - Warrant Clearing Account	Check	1099314	08/24/2021	Accounts Payable	SETH V MEIER	68.00
Open	NBAZ - Warrant Clearing Account	Check	1099315	08/24/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	350.00
Open	NBAZ - Warrant Clearing Account	Check	1099316	08/24/2021	Accounts Payable	MISSION UNIFORM & LINEN	156.44
Open	NBAZ - Warrant Clearing Account	Check	1099317	08/24/2021	Accounts Payable	ALANE M MOORE	92.00
Open	NBAZ - Warrant Clearing Account	Check	1099318	08/24/2021	Accounts Payable	JASON WAYNE MOORE	1,623.88
Open	NBAZ - Warrant Clearing Account	Check	1099319	08/24/2021	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	1,702.20
Open	NBAZ - Warrant Clearing Account	Check	1099320	08/24/2021	Accounts Payable	NAPA	994.30
Open	NBAZ - Warrant Clearing Account	Check	1099321	08/24/2021	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	3.90
Open	NBAZ - Warrant Clearing Account	Check	1099322	08/24/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,466.57
Open	NBAZ - Warrant Clearing Account	Check	1099323	08/24/2021	Accounts Payable	NAVAJO WESTERNERS	48.58
Open	NBAZ - Warrant Clearing Account	Check	1099324	08/24/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	11,292.53
Open	NBAZ - Warrant Clearing Account	Check	1099325	08/24/2021	Accounts Payable	NEXTRAQ	17,251.20
Open	NBAZ - Warrant Clearing Account	Check	1099326	08/24/2021	Accounts Payable	NICOLL CONSTRUCTION LLC	94,189.09
Open	NBAZ - Warrant Clearing Account	Check	1099327	08/24/2021	Accounts Payable	NORTHLAND INVESTIGATIONS LLC	225.00
Open	NBAZ - Warrant Clearing Account	Check	1099328	08/24/2021	Accounts Payable	ANTONY C NOTAH	27.00
Open	NBAZ - Warrant Clearing Account	Check	1099329	08/24/2021	Accounts Payable	PATRIOT CONTRACTORS EQUIPMENT SALES & SUPPLY	23,120.00
Open	NBAZ - Warrant Clearing Account	Check	1099330	08/24/2021	Accounts Payable	RYAN N PATTERSON	72.53
Open	NBAZ - Warrant Clearing Account	Check	1099331	08/24/2021	Accounts Payable	RANDOLPH PLATT DDS	712.00
Open	NBAZ - Warrant Clearing Account	Check	1099332	08/24/2021	Accounts Payable	QUILL CORP	2,870.99
Open	NBAZ - Warrant Clearing Account	Check	1099333	08/24/2021	Accounts Payable	R&S NORTHEAST LLC	565.16
Open	NBAZ - Warrant Clearing Account	Check	1099334	08/24/2021	Accounts Payable	PRESTON MAURICE RABAN	71.83
Open	NBAZ - Warrant Clearing Account	Check	1099335	08/24/2021	Accounts Payable	RDO EQUIPMENT CO	3,193.65
Open	NBAZ - Warrant Clearing Account	Check	1099336	08/24/2021	Accounts Payable	RELIABLE BACKGROUND SCREENING	145.00
Open	NBAZ - Warrant Clearing Account	Check	1099337	08/24/2021	Accounts Payable	RHINEHART OIL CO	4,931.91
Open	NBAZ - Warrant Clearing Account	Check	1099338	08/24/2021	Accounts Payable	KODY RICHARDSON	338.10
Open	NBAZ - Warrant Clearing Account	Check	1099339	08/24/2021	Accounts Payable	CELESTE ROBERTSON	338.10
Open	NBAZ - Warrant Clearing Account	Check	1099340	08/24/2021	Accounts Payable	JOHN MICHAEL ROBERTSON	348.10
Open	NBAZ - Warrant Clearing Account	Check	1099341	08/24/2021	Accounts Payable	RODE INN	213.22
Open	NBAZ - Warrant Clearing Account	Check	1099342	08/24/2021	Accounts Payable	SAFELITE AUTO GLASS	1,266.90

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099343	08/24/2021	Accounts Payable	SAFEWAY INC	50.32
Open	NBAZ - Warrant Clearing Account	Check	1099344	08/24/2021	Accounts Payable	SANOFI PASTEUR INC	6,688.72
Open	NBAZ - Warrant Clearing Account	Check	1099345	08/24/2021	Accounts Payable	LAURENCE SCHIFF	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1099346	08/24/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,388.40
Open	NBAZ - Warrant Clearing Account	Check	1099347	08/24/2021	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	76.63
Open	NBAZ - Warrant Clearing Account	Check	1099348	08/24/2021	Accounts Payable	ALTON JOE SHEPHERD	43.12
Open	NBAZ - Warrant Clearing Account	Check	1099349	08/24/2021	Accounts Payable	ALTON JOE SHEPHERD	284.24
Open	NBAZ - Warrant Clearing Account	Check	1099350	08/24/2021	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	698.11
Open	NBAZ - Warrant Clearing Account	Check	1099351	08/24/2021	Accounts Payable	SPARKLETT'S WATER	147.56
Open	NBAZ - Warrant Clearing Account	Check	1099352	08/24/2021	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	222.13
Open	NBAZ - Warrant Clearing Account	Check	1099353	08/24/2021	Accounts Payable	ST JOHNS CITY	232.92
Open	NBAZ - Warrant Clearing Account	Check	1099354	08/24/2021	Accounts Payable	ST JOHNS EMERGENCY SERVICES	2,351.01
Open	NBAZ - Warrant Clearing Account	Check	1099355	08/24/2021	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	508.80
Open	NBAZ - Warrant Clearing Account	Check	1099356	08/24/2021	Accounts Payable	THE POUR STATION	90.00
Open	NBAZ - Warrant Clearing Account	Check	1099357	08/24/2021	Accounts Payable	THOMSON REUTERS WEST	473.50
Open	NBAZ - Warrant Clearing Account	Check	1099358	08/24/2021	Accounts Payable	TOWN OF EAGAR	343.97
Open	NBAZ - Warrant Clearing Account	Check	1099359	08/24/2021	Accounts Payable	TRIPLE R FUELS	83.16
Open	NBAZ - Warrant Clearing Account	Check	1099360	08/24/2021	Accounts Payable	W JEFFORY UDALL	30.24
Open	NBAZ - Warrant Clearing Account	Check	1099361	08/24/2021	Accounts Payable	UNIFIRST CORPORATION	115.04
Open	NBAZ - Warrant Clearing Account	Check	1099362	08/24/2021	Accounts Payable	UNITED RENTALS	735.17
Open	NBAZ - Warrant Clearing Account	Check	1099363	08/24/2021	Accounts Payable	VALLEY AUTO PARTS	390.45
Open	NBAZ - Warrant Clearing Account	Check	1099364	08/24/2021	Accounts Payable	VERIZON WIRELESS	3,573.79
Open	NBAZ - Warrant Clearing Account	Check	1099365	08/24/2021	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	31.91
Open	NBAZ - Warrant Clearing Account	Check	1099366	08/24/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	259.43
Open	NBAZ - Warrant Clearing Account	Check	1099367	08/24/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	310.11
Open	NBAZ - Warrant Clearing Account	Check	1099368	08/24/2021	Accounts Payable	MICHAEL B WHITING	68.00
Open	NBAZ - Warrant Clearing Account	Check	1099369	08/24/2021	Accounts Payable	WOODLAND BUILDING CENTER	78.40
Open	NBAZ - Warrant Clearing Account	Check	1099370	08/24/2021	Accounts Payable	JOSEPH YOUNG	246.58
Open	NBAZ - Warrant Clearing Account	Check	1099371	08/25/2021	Accounts Payable	SEVEN SUNS	12,265.45
Open	NBAZ - Warrant Clearing Account	Check	1099372	08/31/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	214.25
Open	NBAZ - Warrant Clearing Account	Check	1099373	08/31/2021	Accounts Payable	FRONTIER	209.81
Open	NBAZ - Warrant Clearing Account	Check	1099374	08/31/2021	Accounts Payable	LAWSON PRODUCTS INC	163.39
Open	NBAZ - Warrant Clearing Account	Check	1099375	08/31/2021	Accounts Payable	QUILL CORP	423.16
Open	NBAZ - Warrant Clearing Account	Check	1099376	08/31/2021	Accounts Payable	THE MASTERS TOUCH LLC	18,717.54
Open	NBAZ - Warrant Clearing Account	Check	1099377	08/31/2021	Accounts Payable	A WORLD OF TRAVEL	1,292.40
Open	NBAZ - Warrant Clearing Account	Check	1099378	08/31/2021	Accounts Payable	ADVERTISING IDEAS	499.66
Open	NBAZ - Warrant Clearing Account	Check	1099379	08/31/2021	Accounts Payable	ALLEGRA	52.05
Open	NBAZ - Warrant Clearing Account	Check	1099380	08/31/2021	Accounts Payable	ALSCO INC	716.66
Open	NBAZ - Warrant Clearing Account	Check	1099381	08/31/2021	Accounts Payable	ALSCO INC	2,466.62

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099382	08/31/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	6,471.63
Open	NBAZ - Warrant Clearing Account	Check	1099383	08/31/2021	Accounts Payable	APACHE COUNTY BOS - SPIN # 14-3016753	54,000.00
Open	NBAZ - Warrant Clearing Account	Check	1099384	08/31/2021	Accounts Payable	APACHE COUNTY FAIR	100.00
Open	NBAZ - Warrant Clearing Account	Check	1099385	08/31/2021	Accounts Payable	APACHE COUNTY SCHOOLS CONSORTIUM	14,442.00
Open	NBAZ - Warrant Clearing Account	Check	1099386	08/31/2021	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	6,123.54
Open	NBAZ - Warrant Clearing Account	Check	1099387	08/31/2021	Accounts Payable	ASHTONS REPAIR INC	67.31
Open	NBAZ - Warrant Clearing Account	Check	1099388	08/31/2021	Accounts Payable	AT&T MOBILITY	69.72
Open	NBAZ - Warrant Clearing Account	Check	1099389	08/31/2021	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	28,258.25
Open	NBAZ - Warrant Clearing Account	Check	1099390	08/31/2021	Accounts Payable	AZ SUPREME COURT	403.98
Open	NBAZ - Warrant Clearing Account	Check	1099391	08/31/2021	Accounts Payable	AZ SUPREME COURT	2,680.00
Open	NBAZ - Warrant Clearing Account	Check	1099392	08/31/2021	Accounts Payable	AZ SUPREME COURT	1,594.35
Open	NBAZ - Warrant Clearing Account	Check	1099393	08/31/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	298.27
Open	NBAZ - Warrant Clearing Account	Check	1099394	08/31/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	226.17
Open	NBAZ - Warrant Clearing Account	Check	1099395	08/31/2021	Accounts Payable	SARAH MAE BEGAY	185.00
Open	NBAZ - Warrant Clearing Account	Check	1099396	08/31/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	6.00
Open	NBAZ - Warrant Clearing Account	Check	1099397	08/31/2021	Accounts Payable	BLUE KNIGHT SECURITY LLC	2,925.00
Open	NBAZ - Warrant Clearing Account	Check	1099398	08/31/2021	Accounts Payable	BOB BARKER COMPANY INC	47.78
Open	NBAZ - Warrant Clearing Account	Check	1099399	08/31/2021	Accounts Payable	BOOT BARN	200.00
Open	NBAZ - Warrant Clearing Account	Check	1099400	08/31/2021	Accounts Payable	GLORIA BOWMAN	310.76
Open	NBAZ - Warrant Clearing Account	Check	1099401	08/31/2021	Accounts Payable	JARROD C BROOKS	155.02
Open	NBAZ - Warrant Clearing Account	Check	1099402	08/31/2021	Accounts Payable	DEVIN BROWN	98.00
Open	NBAZ - Warrant Clearing Account	Check	1099403	08/31/2021	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1099404	08/31/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1099405	08/31/2021	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1099406	08/31/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1099407	08/31/2021	Accounts Payable	CDW GOVERNMENT LLC	544.56
Open	NBAZ - Warrant Clearing Account	Check	1099408	08/31/2021	Accounts Payable	CELLULAR ONE NE AZ	874.40
Open	NBAZ - Warrant Clearing Account	Check	1099409	08/31/2021	Accounts Payable	VICTOR L CHAVEZ	724.52
Open	NBAZ - Warrant Clearing Account	Check	1099410	08/31/2021	Accounts Payable	KIMBERLY LOUISE COLE	359.93
Open	NBAZ - Warrant Clearing Account	Check	1099411	08/31/2021	Accounts Payable	COURTESY CHEVROLET	555.65
Open	NBAZ - Warrant Clearing Account	Check	1099412	08/31/2021	Accounts Payable	JOSHUA T CURTIS	46.00
Open	NBAZ - Warrant Clearing Account	Check	1099413	08/31/2021	Accounts Payable	ROGER STUART CURTIS	350.56
Open	NBAZ - Warrant Clearing Account	Check	1099414	08/31/2021	Accounts Payable	DAVIS TRUE VALUE HARDWARE	18.54
Open	NBAZ - Warrant Clearing Account	Check	1099415	08/31/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	214.25
Open	NBAZ - Warrant Clearing Account	Check	1099416	08/31/2021	Accounts Payable	JOSEPH DEDMAN JR	90.00
Open	NBAZ - Warrant Clearing Account	Check	1099417	08/31/2021	Accounts Payable	DEMCO	92.28
Open	NBAZ - Warrant Clearing Account	Check	1099418	08/31/2021	Accounts Payable	DINE BI OLTA SCHOOL BOARD ASSOCIATION INC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1099419	08/31/2021	Accounts Payable	DIRECTV LLC	91.23
Open	NBAZ - Warrant Clearing Account	Check	1099420	08/31/2021	Accounts Payable	EATON SALES & SERVICE	6,323.79

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099421	08/31/2021	Accounts Payable	BONNIE JO EDWARDS	63.22
Open	NBAZ - Warrant Clearing Account	Check	1099422	08/31/2021	Accounts Payable	TAMARA SUE ELLSWORTH	775.47
Open	NBAZ - Warrant Clearing Account	Check	1099423	08/31/2021	Accounts Payable	EM HALE LAW	1,592.00
Open	NBAZ - Warrant Clearing Account	Check	1099424	08/31/2021	Accounts Payable	EMPIRE MACHINERY	2,982.25
Open	NBAZ - Warrant Clearing Account	Check	1099425	08/31/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	120.29
Open	NBAZ - Warrant Clearing Account	Check	1099426	08/31/2021	Accounts Payable	FRONTIER	24.79
Open	NBAZ - Warrant Clearing Account	Check	1099427	08/31/2021	Accounts Payable	FRONTIER	57.89
Open	NBAZ - Warrant Clearing Account	Check	1099428	08/31/2021	Accounts Payable	FRONTIER	105.73
Open	NBAZ - Warrant Clearing Account	Check	1099429	08/31/2021	Accounts Payable	FRONTIER	106.38
Open	NBAZ - Warrant Clearing Account	Check	1099430	08/31/2021	Accounts Payable	FRONTIER	457.86
Open	NBAZ - Warrant Clearing Account	Check	1099431	08/31/2021	Accounts Payable	FRONTIER	934.19
Open	NBAZ - Warrant Clearing Account	Check	1099432	08/31/2021	Accounts Payable	FRONTIER	431.33
Open	NBAZ - Warrant Clearing Account	Check	1099433	08/31/2021	Accounts Payable	FRONTIER	4,691.95
Open	NBAZ - Warrant Clearing Account	Check	1099434	08/31/2021	Accounts Payable	FRONTIER	401.39
Open	NBAZ - Warrant Clearing Account	Check	1099435	08/31/2021	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1099436	08/31/2021	Accounts Payable	FRONTIER	75.45
Open	NBAZ - Warrant Clearing Account	Check	1099437	08/31/2021	Accounts Payable	GALLUP INDEPENDENT	4,332.80
Open	NBAZ - Warrant Clearing Account	Check	1099438	08/31/2021	Accounts Payable	GABRIEL C GARCIA	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1099439	08/31/2021	Accounts Payable	SAMUEL TODD GARDNER	331.68
Open	NBAZ - Warrant Clearing Account	Check	1099440	08/31/2021	Accounts Payable	BARBARA J GOMEZ	50.65
Open	NBAZ - Warrant Clearing Account	Check	1099441	08/31/2021	Accounts Payable	DARYL GREER	45.37
Open	NBAZ - Warrant Clearing Account	Check	1099442	08/31/2021	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
Open	NBAZ - Warrant Clearing Account	Check	1099443	08/31/2021	Accounts Payable	HATCH CONSTRUCTION	4,092.52
Open	NBAZ - Warrant Clearing Account	Check	1099444	08/31/2021	Accounts Payable	HEALTH EQUITY INC	520.40
Open	NBAZ - Warrant Clearing Account	Check	1099445	08/31/2021	Accounts Payable	ROSCOE GEORGE HERRERA	78.00
Open	NBAZ - Warrant Clearing Account	Check	1099446	08/31/2021	Accounts Payable	HILL AZ GROCERY STORE	259.04
Open	NBAZ - Warrant Clearing Account	Check	1099447	08/31/2021	Accounts Payable	HILLYARD/FLAGSTAFF	495.79
Open	NBAZ - Warrant Clearing Account	Check	1099448	08/31/2021	Accounts Payable	HOME DEPOT	5,694.65
Open	NBAZ - Warrant Clearing Account	Check	1099449	08/31/2021	Accounts Payable	BRIAN HOUNSHELL	43.39
Open	NBAZ - Warrant Clearing Account	Check	1099450	08/31/2021	Accounts Payable	INGRAM LIBRARY SERVICES	491.28
Open	NBAZ - Warrant Clearing Account	Check	1099451	08/31/2021	Accounts Payable	DENNISE L JONES	21.30
Open	NBAZ - Warrant Clearing Account	Check	1099452	08/31/2021	Accounts Payable	JONES OUTDOOR ADVERTISING INC	225.00
Open	NBAZ - Warrant Clearing Account	Check	1099453	08/31/2021	Accounts Payable	STEPHEN W KIZER	306.48
Open	NBAZ - Warrant Clearing Account	Check	1099454	08/31/2021	Accounts Payable	MICHAEL LATHAM	336.49
Open	NBAZ - Warrant Clearing Account	Check	1099455	08/31/2021	Accounts Payable	LOWES COMPANIES INC	168.90
Open	NBAZ - Warrant Clearing Account	Check	1099456	08/31/2021	Accounts Payable	MELISSA MEEKS	279.93
Open	NBAZ - Warrant Clearing Account	Check	1099457	08/31/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	620.50
Open	NBAZ - Warrant Clearing Account	Check	1099458	08/31/2021	Accounts Payable	MIDCO SALES LLC	11,006.87
Open	NBAZ - Warrant Clearing Account	Check	1099459	08/31/2021	Accounts Payable	ALANE M MOORE	53.24

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099460	08/31/2021	Accounts Payable	NAPA	66.85
Open	NBAZ - Warrant Clearing Account	Check	1099461	08/31/2021	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	4,054.50
Open	NBAZ - Warrant Clearing Account	Check	1099462	08/31/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	225.09
Open	NBAZ - Warrant Clearing Account	Check	1099463	08/31/2021	Accounts Payable	NAVAJO WESTERNERS	101.38
Open	NBAZ - Warrant Clearing Account	Check	1099464	08/31/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	236.78
Open	NBAZ - Warrant Clearing Account	Check	1099465	08/31/2021	Accounts Payable	NORTHEAST ARIZONA TRAINING CENTER INC	1,250.00
Open	NBAZ - Warrant Clearing Account	Check	1099466	08/31/2021	Accounts Payable	OFFICE DEPOT	134.09
Open	NBAZ - Warrant Clearing Account	Check	1099467	08/31/2021	Accounts Payable	OVERDRIVE INC	502.73
Open	NBAZ - Warrant Clearing Account	Check	1099468	08/31/2021	Accounts Payable	TOBIE KLIESSEN OVERSON	670.42
Open	NBAZ - Warrant Clearing Account	Check	1099469	08/31/2021	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	435.48
Open	NBAZ - Warrant Clearing Account	Check	1099470	08/31/2021	Accounts Payable	RYAN N PATTERSON	33.25
Open	NBAZ - Warrant Clearing Account	Check	1099471	08/31/2021	Accounts Payable	DOUGLAS LANCE PEARCE	448.56
Open	NBAZ - Warrant Clearing Account	Check	1099472	08/31/2021	Accounts Payable	PERFECT PRINTZ LLC	92.17
Open	NBAZ - Warrant Clearing Account	Check	1099473	08/31/2021	Accounts Payable	QUALITY CARQUEST	196.03
Open	NBAZ - Warrant Clearing Account	Check	1099474	08/31/2021	Accounts Payable	QUILL CORP	1,579.48
Open	NBAZ - Warrant Clearing Account	Check	1099475	08/31/2021	Accounts Payable	NANCY QUINN	52.36
Open	NBAZ - Warrant Clearing Account	Check	1099476	08/31/2021	Accounts Payable	PRESTON MAURICE RABAN	286.56
Open	NBAZ - Warrant Clearing Account	Check	1099477	08/31/2021	Accounts Payable	SAFEWAY INC	75.87
Open	NBAZ - Warrant Clearing Account	Check	1099478	08/31/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,693.10
Open	NBAZ - Warrant Clearing Account	Check	1099479	08/31/2021	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	487.21
Open	NBAZ - Warrant Clearing Account	Check	1099480	08/31/2021	Accounts Payable	ALTON JOE SHEPHERD	2.24
Open	NBAZ - Warrant Clearing Account	Check	1099481	08/31/2021	Accounts Payable	RANDY SHERLOCK	256.00
Open	NBAZ - Warrant Clearing Account	Check	1099482	08/31/2021	Accounts Payable	SOUTHERN TIRE MART LLC	1,965.26
Open	NBAZ - Warrant Clearing Account	Check	1099483	08/31/2021	Accounts Payable	ST JOHNS UNITED DRUG	138.15
Open	NBAZ - Warrant Clearing Account	Check	1099484	08/31/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	1,552.68
Open	NBAZ - Warrant Clearing Account	Check	1099485	08/31/2021	Accounts Payable	DENNIS STOVER	46.00
Open	NBAZ - Warrant Clearing Account	Check	1099486	08/31/2021	Accounts Payable	THE POUR STATION	73.50
Open	NBAZ - Warrant Clearing Account	Check	1099487	08/31/2021	Accounts Payable	TOWN OF SPRINGVILLE	181.57
Open	NBAZ - Warrant Clearing Account	Check	1099488	08/31/2021	Accounts Payable	VALLEY AUTO PARTS	2,064.08
Open	NBAZ - Warrant Clearing Account	Check	1099489	08/31/2021	Accounts Payable	VALLEY IMAGING SOLUTIONS	97.40
Open	NBAZ - Warrant Clearing Account	Check	1099490	08/31/2021	Accounts Payable	STARLA A VANDERWILT SUCANICK	21.28
Open	NBAZ - Warrant Clearing Account	Check	1099491	08/31/2021	Accounts Payable	VERIZON WIRELESS	3,225.48
Open	NBAZ - Warrant Clearing Account	Check	1099492	08/31/2021	Accounts Payable	CHRISTINE WAUNEKA	207.86
Open	NBAZ - Warrant Clearing Account	Check	1099493	08/31/2021	Accounts Payable	WHITE MOUNTAIN HEATING AND COOLING	495.00
Open	NBAZ - Warrant Clearing Account	Check	1099494	08/31/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	36.63
Open	NBAZ - Warrant Clearing Account	Check	1099495	08/31/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	701.33
Open	NBAZ - Warrant Clearing Account	Check	1099496	08/31/2021	Accounts Payable	GARRET LEE WHITING	644.62
Open	NBAZ - Warrant Clearing Account	Check	1099497	08/31/2021	Accounts Payable	MICHAEL B WHITING	102.20
Open	NBAZ - Warrant Clearing Account	Check	1099498	08/31/2021	Accounts Payable	WOODLAND BUILDING CENTER	1,544.79

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099499	08/31/2021	Accounts Payable	DERRICK YAZZIE	85.00
Open	NBAZ - Warrant Clearing Account	Check	1099500	08/31/2021	Accounts Payable	DARON YELLOWHORSE	42.35
Open	NBAZ - Warrant Clearing Account	Check	1099527	08/31/2021	Accounts Payable	A SPEEDY CASH CAR TITLE LOANS LLC	222.24
Open	NBAZ - Warrant Clearing Account	Check	1099528	08/31/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	406.30
Open	NBAZ - Warrant Clearing Account	Check	1099529	08/31/2021	Accounts Payable	APACHE COUNTY FSA	818.45
Open	NBAZ - Warrant Clearing Account	Check	1099530	08/31/2021	Accounts Payable	APACHE COUNTY HSA	3,809.74
Open	NBAZ - Warrant Clearing Account	Check	1099531	08/31/2021	Accounts Payable	APACHE COUNTY MEDICAL	160,929.53
Open	NBAZ - Warrant Clearing Account	Check	1099532	08/31/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	136,218.52
Open	NBAZ - Warrant Clearing Account	Check	1099533	08/31/2021	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1099534	08/31/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	110,323.60
Open	NBAZ - Warrant Clearing Account	Check	1099535	08/31/2021	Accounts Payable	CININNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1099536	08/31/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,396.80
Open	NBAZ - Warrant Clearing Account	Check	1099537	08/31/2021	Accounts Payable	CORP DISABILITY	115.14
Open	NBAZ - Warrant Clearing Account	Check	1099538	08/31/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,582.69
Open	NBAZ - Warrant Clearing Account	Check	1099539	08/31/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,872.64
Open	NBAZ - Warrant Clearing Account	Check	1099540	08/31/2021	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	Check	1099541	08/31/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1099542	08/31/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1099543	08/31/2021	Accounts Payable	GURSTEL LAW FIRM PC	258.25
Open	NBAZ - Warrant Clearing Account	Check	1099544	08/31/2021	Accounts Payable	NATIONWIDE	2,556.37
Open	NBAZ - Warrant Clearing Account	Check	1099545	08/31/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1099546	08/31/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,592.54
Open	NBAZ - Warrant Clearing Account	Check	1099547	08/31/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1099548	08/31/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,189.86
Open	NBAZ - Warrant Clearing Account	Check	1099549	08/31/2021	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1099550	08/31/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1099551	08/31/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	945.00
Open	NBAZ - Warrant Clearing Account	Check	1099552	08/31/2021	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	448.42

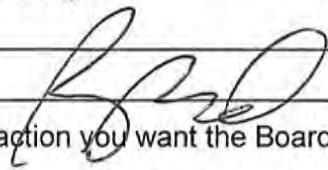
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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 August 16, 2021.

BOS Meeting Date Requested 9/7/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

August 16, 2021
St. Johns, Arizona

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

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

Stephanie McCarthy led the Pledge of Allegiance.

Timothy Hinton gave the invocation.

Chairman Shirley called for the Jail District items.

Commander Michael Cirivello, on behalf of the Sheriff's Office, requested approval of the updated contract with the Tohono O'Odham Nation for housing inmates in the Apache County Jail. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera, requested approval of the renewal of the contract with AXON Enterprises, Inc., for the use of body-worn cameras utilized by deputies and jail staff at a total cost of \$313,466.80 based over a five-year period and is funded 50% by the Jail District budget and 50% by the Sheriff's budget. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Barry Aarons, Apache County Lobbyist provided an update on ongoing legislative issues. No action was needed or taken.

Timothy Hinton, Finance Director, requested approval of the 2021-2022 Tax Levy for all County jurisdictions. **Mr. Davis moved approval second by Mr. Shepherd.** Vote was unanimous.

Timothy Hinton, Finance Director, requested approval to award the administrative services contract to MH Consulting and Project Management to administer the Community Development Block Grants (CDBG). Mr. Hinton stated this was advertised in the newspaper and is the only firm that submitted a proposal and recommended approval. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-F and recommended approval, **Mr. Shepherd moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board:

A. Request approval of demands as distributed to the Apache County Board of Supervisors between July 27, 2021 to August 16, 2021. Payee Amount COURTESY CHEVROLET 43,067.76 RUSH TRUCK CENTER 153,813.50 APACHE COUNTY TAX WITHHOLDING 420,185.78 AZ STATE RETIREMENT SYSTEM 279,502.67 4IMPRINT 2,036.82 AMAZON COM INC (Health & Library) 3,137.86 DAWN MICHELLE BEUS 2,343.78 CHANGEPOINT INTEGRATED HEALTH 3,620.00 CRESCENT ELECTRIC SUPPLY CO 1,391.60 PINAL COUNTY ARIZONA 16,800.00 ROGUE FITNESS 5,190.50 RV STRIPES & GRAPHICS, INC. 6,941.70 AZLGEBT 335,612.73 BAUMAN HOME AND AUTO INC 1,629.90 BLUE KNIGHT SECURITY LLC 3,325.00 COUNTY SUPERVISORS ASSOCIATION OF ARIZONA 74,808.00 DESERT MOUNTAIN CORPORATION 17,466.51 GLAXO SMITHKLINE PHARMACY 1,618.50 HAMBLIN & ASSOCIATES LLC 6,050.00 ING RAM LIBRARY SERVICES 2,597.88 NAVOPACHE ELECTRIC COOPERATIVE 2,977.71 PACIFIC PONDEROSA CO INC 7,978.84 QUILL CORP 1,269.97 R&S NORTHEAST LLC 1,294.71 ROGUE FITNESS 1,476.55 SECURUS TECHNOLOGIES INC 3,083.63 THE SANDBAGGER LLC 5,023.00 VALLEY AUTO PARTS 2,947.81 VERIZON WIRELESS 4,049.94 MICHAEL B WHITING 2,774.74 YAVAPAI COUNTY GOVERNMENT 7,500.00 YAZZIE'S AUTO PARTS INC 1,219.03 AZ SUPREME COURT 3,249.78 NAVAJO TRIBAL UTILITY AUTHORITY 1,455.68 REDW LLC 6,163.00 RELIAS LLC 3,139.61 APACHE COUNTY HSA 3,891.66 APACHE COUNTY MEDICAL 160,293.04 APACHE COUNTY TAX WITHHOLDING 152,242.77 ASRS LEGACY EORP 8,270.90 AZ STATE RETIREMENT SYSTEM 120,817.56 COLONIAL LIFE AND ACCIDENT INS 1,396.80 CORRECTIONS OFFICER RET PLAN 11,304.49 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,872.64 EORP LEGACY 1,360.17 NATIONWIDE 2,394.11 NATIONWIDE TRUST FSB 4,692.54 PUBLIC SAFETY PERSONNEL 401 13,443.69 PUBLIC SAFETY SHERIFF RET 9,769.93 AMAZON CAPITAL SERVICES INC 5,141.14 ARIZONA STATE FORESTRY DIVISION 5,200.25 BATTERIES PLUS (GLENDALE/CHANDLER) 2,333.81 CDW GOVERNMENT LLC 5,860.37 EM HALE LAW 2,008.00 EMPIRE MACHINERY 1,104.36 EMPIRE POWER SYSTEMS 2,079.03 KLINT HEAP 1,355.00 HOME DEPOT 3,037.81 KUBL GROUP LLC 5,750.00 NATIONAL BANK 10,828.53 NATIONAL BANK OF ARIZONA 1389 2,212.09 PACIFIC PONDEROSA CO INC 46,479.02 PEPPERBALL 2,909.00 QUILL CORP 3,288.27 RHINEHART OIL CO 23,767.55 SECURUS TECHNOLOGIES INC 1,768.07 THE AARONS COMPANY LLC 6,000.00 US POSTMASTER 1,500.00 WRIGHT EXPRESS FSC WEX 3,344.26 ALSICO INC 2,466.62 ADHS AZ HEALTH CARE COST 22,400.00 AMAZON CAPITAL SERVICES INC 3,524.42 AMIGO CHEVROLET 1,753.02 AZ DEPT OF RISK MANAGEMENT 1,400.63 BLUE KNIGHT SECURITY LLC 3,125.00 C&I SHOW HARDWARE & SECURITY SYSTEMS INC 7,241.36 CONTINUANT INC 1,178.20 CONTRACT PHARMACY SERVICES INC 4,428.59 DELL COMPUTER CORPORATION 4,267.15 DESERT MOUNTAIN CORPORATION 13,594.88 EMPIRE MACHINERY 1,638.08 FRONTIER 4,666.63 DARYL GREER 1,273.03 HATCH CONSTRUCTION 4,828.60 ROSALYN JOHN 2,326.35 LEGATE, PENROD & ASSOCIATES 6,432.00 MOUNTAIN COMFORT HEATING AND COOLING 3,358.77 NAVOPACHE ELECTRIC COOPERATIVE 8,683.15 NINA CONSTRUCTION SUPPLY 3,043.21 OVERDRIVE INC 1,197.28 PITNEY BOWES

RESERVE ACCOUNT 5,000.00 QUILL CORP 3,044.11 REIDHEAD SAND AND ROCK 2,110.59 KODY RICHARDSON 1,238.33 SECURUS TECHNOLOGIES INC 3,381.90 SUMMIT EQUIPMENT REPAIR 3,634.00 THOMSON REUTERS WEST 2,242.70 TRINITY SERVICES GROUP INC 20,716.15 WOODLAND BUILDING CENTER 1,378.30 YAZZIE'S AUTO PARTS INC 1,487.98 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 July 23, 2021 and July 27, 2021. C. Notification of applications to apply for federal and state grants for broadband services. Election Department: D. Request approval of all Replacement Centers, Drop Boxes and Polling Sites for the upcoming November 2, 2021 Special Election. Human Resources: E. District I: Request authorization to eliminate a Public Works Foreman II position (Range 44) and create a Road Maintenance Worker II position (Range 37). F. IT Department: Request authorization to create and fill two (2) Network Administrator III positions and fill within the salary range. This request will not result in an increase to the FY22 budget. Vote was unanimous.

Mr. Patterson requested approval to support the County Supervisors Association's out of county tuition proposal and recommended joining with Greenlee County to support their proposal to help reduce the out of county tuition costs. Mr. Patterson stated currently, Apache and Greenlee Counties pay 3-4 times more for students than in other Arizona counties. Mr. Patterson stated Greenlee took the lead and asked to be part of the legislation and recommended approval. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Steve Kizer, IT Director, requested approval to renew the existing phone system maintenance contract with Continuant for a period of one year. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to purchase five (5) motor graders (with trade-ins) for District III, from Empire Machinery, using City of Tucson/OMNIA Partners Purchasing Contract #161534 and utilizing District III Cares Act funding at a cost of \$300,761.41 per machine, which includes a total trade in value of \$232,100. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Chief Deputy Sheriff, Roscoe Herrera, requested approval of the renewal of the contract with AXON Enterprises, Inc., for the use of body-worn cameras utilized by deputies and jail staff at a total cost of \$313,466.80 based over a five-year period. Chief Herrera stated this is funded 50% by the Jail District Budget and 50% by the Sheriff's budget. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Chief Deputy Sheriff, Roscoe Herrera requested approval to enter into an agreement with Navajo County to administer 9-1-1 bill payments on behalf of Apache County as a member of the Northeastern Arizona 9-1-1 Users Association (NAUA). **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Chief Deputy Sheriff, Roscoe Herrera requested approval to enter into an IGA with the Phoenix Police Department to participate in the Arizona Internet Crimes Against Children task force and accept funding in the amount of \$5,000.00 and no matching funds are required. **Mr. Davis moved**

approval, seconded by Mr. Shepherd. Vote was unanimous.

Michael Whiting, County Attorney, requested approval to hire a Chief of Staff within the salary range. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

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

Approved this 7th day of September, 2021.

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

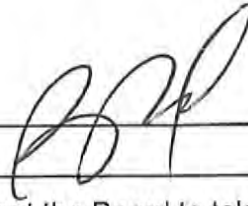
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____



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

Request approval of a proclamation supporting the Diaper Bank of Southern Arizona.

BOS Meeting Date Requested 9/7/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

August 11, 2021

Dear Chairman Joe Shirley Jr.,

I am writing to you as the Chief Executive Officer of the Diaper Bank of Southern Arizona, located in Tucson, Arizona to request that you proclaim September 27 – October 3, 2021 as Diaper Need Awareness Week in Apache, Arizona. Your proclamation would be used in conjunction with other states and local governments around the United States to inform our community that there are families who cannot afford diapers for their children and diaper banks across the country that are helping families obtain the diapers they need.

Last year, diaper banks in the National Diaper Bank Network secured similar proclamations from the governors or state legislatures in 37 states as well as from mayors and county officials in over 200 cities and counties representing states throughout the country.

The Diaper Bank of Southern Arizona is a member of the National Diaper Bank Network, which has been actively raising awareness and addressing diaper need across the country. The National Diaper Bank supports a network of over two hundred active diaper banks which support diaper distribution programs located in nearly every state in the United States. Along with the National Diaper Bank Network, individual diaper banks across the country will hold events and work with their local and state governments to raise awareness of this need and the good work that diaper banks do to help parents obtain this basic necessity for their children.

I have attached an example with sample language that might be helpful in drafting a proclamation. We look forward to working with your office on this proclamation and in representing our city in this national campaign.

Thank you for your consideration.

Sincerely,



Shannon Roberts, PhD
CEO, Diaper Bank of Southern Arizona

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

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

NELSON DAVIS
MEMBER OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

Proclamation 2021-____
**Apache County Support of the Diaper Bank of Southern
Arizona and Proclaim September 27 – October 3, 2021 as
Diaper Need Awareness Week in Apache County**

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys and research studies report that one in three families struggle with diaper needs and 48% of families delay changing a diaper to extend the available supply; and

Whereas, infants and toddlers go through six to twelve diapers each day during the two to three years they wear diapers; and

Whereas, purchasing enough diapers to keep a baby or toddler clean, dry and healthy can consume 14% of a low wage family's post-tax income, making it difficult to provide the necessary supply; and

Whereas, during COVID-19 pandemic, diaper banks across the country saw enormous increases in demand for diapers and expanded their distribution of diapers by an average of 86%; and

Whereas, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early education programs that enable children to thrive and parents to work; and

Whereas, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from, accessing childcare needed to go to work or school thereby destabilizing the family's economic prospects and well-being; and

Whereas, the people of Apache County recognize that diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

Whereas, Apache County is proud to be home to trusted community based organizations including the Diaper Bank of Central and Southern Arizona, that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

Whereas, these diaper banks and their staff and volunteers continue to serve on the front lines of the COVID-19 pandemic response, helping families in our communities weather the crisis: and

Whereas, while experiencing double, triple or greater, increase in demand for diapers due to the pandemic and economic shutdown, these diaper banks continue to do everything in their ability to increase diaper distributions and support children and families in need of immediate assistance: and

Whereas, now that our states is recovering from the pandemic, diaper banks are playing a critical role in supporting families and advancing our collective economic growth; now

Therefore, the Board of Supervisors of Apache County, do hereby proclaim the week of September 27th through October 3rd 2021 as

DIAPER NEED AWARENESS WEEK

in Apache County thank the aforementioned diaper bank, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Apache County to donate generously to diaper banks, diaper drives and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of the Apache County children and families can thrive and reach their full potential.

Approved this 7th day of September 2021.

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

8/30/21 [Signature]

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

Request approval of a resolution declaring recognition of fallen firefighters and emergency services personnel.

BOS Meeting Date Requested 9/7/21

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

[Signature]

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

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

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

NELSON DAVIS
MEMBER OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

**A RESOLUTION 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 7th day of September 2021

Dr. Joe Shirley, Jr.
Chairman of the Board

ATTEST:

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III

Date/Signature: _____

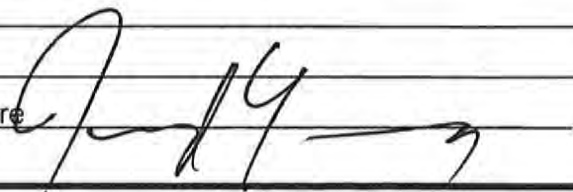
Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval to donate a 2015 Chevy Tahoe, VIN 1GNSKAKC6FR233750 to the Vernon Fire District.


BOS Meeting Date Requested 9/7/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

VEHICLE PURCHASE AGREEMENT

1. THE PARTIES TO THIS CAR SALES AGREEMENT ARE:

1.1 THE SELLER:

Apache County

Physical Address:

75 West Cleveland Street, St. Johns, AZ 85936

1.2 THE BUYER:

Vernon Fire District

Physical Address:

2. THE OBJECT OF THE SALE IS:

The following vehicles:

2015 Chevy Tahoe VIN #1GNSKAKC6FR233750

3. WARRANTY:

The Seller warrants that at the date of signature of this agreement there are no licensing fees or fines or other penalties outstanding against the registration of the vehicle sold in terms of this agreement. The Seller expressly disclaims any other warranties, and Buyer understands that no warranties, whether express or implied, shall apply to the vehicles constituting the subject matter of this agreement.

4. NO WARRANTIES OR GUARANTEES:

The Seller or his/her agent gives no warranty or guarantee other than those specified in Section 3. Buyer agrees that there are no warranties, either express or implied, and Buyer specifically agrees that it shall not seek compensation from Seller for any reason due to any defect or disorder associated with the vehicle. Buyer agrees to indemnify Seller should the vehicle present any issue of liability to Buyer, Seller, or any third party.

5. DISCLAIMER:

5.1 The vehicle is sold "As-Is" and the seller shall not be liable for any defects, patent, latent or otherwise.

5.2 The Buyer admits having inspected the vehicle to his/her satisfaction and that no guarantees or warranties of any nature were expressed or implied by the Seller or his/her agent regarding its condition or quality.

6. PURCHASE PRICE:

6.1 The Purchase price is the sum amount of one dollar (\$1.00). A waiver of any and all warranties is an express aspect of the consideration for the purchase of the vehicles.

6.4 The vehicle will only be delivered to the Buyer once payment has been received in full.

7. POSSESSION AND TRANSFER OF RISK:

The Risk passes to the Buyer once the Buyer or his/her agent receives the keys to the vehicles or takes possession of any of the vehicles.

Signed at _____ on this _____ day of _____ 20____

SELLER: _____

1. WITNESS _____

2. WITNESS _____

BUYER: _____

1. WITNESS _____

2. WITNESS _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature: _____

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

County Attorney: Discussion and possible approval to hire two 'Legal Assistant Fours' within the salary range.

BOS Meeting Date Requested: September 7, 2021

IV

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

8-26-21

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Mayra Castillo

From: Stephanie McCarthy
Sent: Monday, August 30, 2021 9:58 AM
To: Mayra Castillo
Subject: RE:

Please accept this email as my signature on the Human Resources review of this item.

Stephanie McCarthy
Human Resources Director

----- Original message -----

From: Mayra Castillo <mcastillo@co.apache.az.us>
Date: 8/30/21 9:46 AM (GMT-07:00)
To: Stephanie McCarthy <smccarthy@co.apache.az.us>
Subject: FW:

Stephane,

Please agenda item attached.

Mayra E. Castillo
Human Resources Specialist
Apache County Human Resources
PO Box 989
Saint Johns, AZ 85936
Phone: (928) 337-7941
Fax: (928) 337-7606

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

From: No Reply <noreply@co.apache.az.us>
Sent: Monday, August 30, 2021 9:33 AM
To: Mayra Castillo <mcastillo@co.apache.az.us>
Subject:

TASKalfa 3253ci
[00:17:c8:8a:18:e8]

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

www.apachecountyaz.gov

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

IT Department

Date/Signature: Stacy W. Kiri 8/31/21

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

IT: Request authorization to eliminate two (2) Network Administrator I positions (Range 54) and create one Network Administrator II position (Range 62).

BOS Meeting Date Requested: September 7, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Joy Whiting

Date/Signature: Aug 30, 2021 Joy Whiting

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

Requesting approval on IGA for AACSS for state association purposes.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

complete

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Beth Bond

From: Joy Whiting <joy.joywhiting@gmail.com>
Sent: Monday, August 30, 2021 7:27 AM
To: Beth Bond
Subject: IGA renewal
Attachments: AACSS IGA Signed (2).pdf

Good morning Beth,

I hope you had a good weekend. Attached is the IGA renewal for the county school superintendents across the state. It comes up every ten (10) years. It was voted on and accepted at our last conference. I am requesting it be added to the consent agenda for the board meeting next week, as it is a renewal. I sent it to legal and it was signed off by the county attorney's office. Please let me know if you have any questions, or if Mr. Patterson has any concerns.

Thank you and have a great day.



**Intergovernmental Agreement
For the Arizona Association of County School Superintendents**

Effective Date: November 15, 2021

This Intergovernmental Agreement for the Arizona Association of County School Superintendents (hereinafter referred to as this "IGA") is entered into by and between those counties who sign this IGA and for which their county school superintendents wish to participate and join together and be called the Arizona Association of County School Superintendents. In this IGA, each county that enters into this IGA may be referred to individually as a "Party" or "county," and collectively the counties that enter into this IGA may be referred to as the "Parties" or "counties."

RECITALS

WHEREAS, county school superintendents operate through their respective counties and are designated as local education agencies for the purpose of serving as an education service agencies that are eligible to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools and tribal schools within their counties pursuant to A.R.S. § 15-301(C); and,

WHEREAS, county school superintendents may provide services in their counties or jointly with two or more counties pursuant to A.R.S. § 15-302(C); and,

WHEREAS, the counties that sign this IGA wish to join together through their county school superintendents as the Arizona Association of County School Superintendents pursuant to A.R.S. §§ 15-301 and 15-302; and,

WHEREAS, the Arizona Association of County School Superintendents is affiliated with the Arizona Association of Counties; and,

WHEREAS, the counties are public agencies as defined in A.R.S. § 11-951; and,

WHEREAS, the counties desire to enter into this IGA to jointly exercise powers common to the counties and to take joint or cooperative action pursuant to A.R.S. § 11- 952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below, the counties agree as follows:

- 1. Duration/Term of this IGA.** This IGA's term is for ten (10) years and shall be effective on November 15, 2021, and continue through November 14, 2031, so long as at least nine (9) counties and their county school superintendents approve this IGA and at least 9 counties remain Parties to this IGA. Thereafter, the counties may extend this IGA for up to two succeeding terms of ten years each. By April 1 of the year in which this IGA's term (primary or renewal) would expire, each county that intends to extend this IGA for an additional ten-year term must notify the other counties of that

county's intent to extend. If less than 9 counties give written notice of intent to extend this IGA for an additional 10-year term, then this IGA shall expire on June 30 of the tenth year of the then-current term.

2. **Termination of this IGA for Convenience or Without Cause.** Each county may terminate its participation in this IGA with thirty (30) days written notice specifying the termination date. Any termination of this IGA shall not relieve a county of its responsibility for costs incurred prior to the effective date of the termination.
3. **Cancellation of this IGA for Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.
4. **Arizona Association of County School Superintendents.** The counties that enter into this IGA shall join together with their county school superintendents and be called the Arizona Association of County School Superintendents (hereinafter referred to as "AACSS").
5. **AACSS Purpose.**
 - a. AACSS shall: (1) promote the public's interest in improving and advancing education in Arizona; (2) continuously strive to enhance teaching and learning and to upgrade curriculum content; (3) serve as a liaison to civic and governmental agencies on educational issues; (4) work to improve educational administration; and (5) enhance delivery of educational services for the benefit of public schools and Arizona residents.
 - b. AACSS has sponsored and may continue to sponsor charitable and merit-recognition activities, including, but not limited to, the elementary-school-book-distribution program, the teacher-of-the-year awards, the spelling bee, and other joint educational activities and programs.
 - c. AACSS may undertake all joint and cooperative action that may be necessary and proper to accomplish these purposes and other objectives as required or desired by the county school superintendents.
 - d. AACSS adopted bylaws to govern itself and may amend those bylaws from time-to-time in accordance with the terms and conditions of this IGA and the procedures outlined in the bylaws and other governing documents of AACSS.
6. **AACSS Financing and Budget.**
 - a. AACSS shall hold an annual meeting and by the date of the annual meeting, AACSS shall establish a proposed annual budget, which must be approved at the meeting by at least 60% of the county school superintendents that approve this IGA.
 - b. Annually AACSS may establish and collect dues, and based on the current approved budget, may finance AACSS' activities and programs conditioned on the affirmative vote of 60% of the county school superintendents that are part of AACSS.

- c. In accordance with AACSS' bylaws, AACSS shall elect a Treasurer for a two-year term. The Treasurer shall ensure that: (1) AACSS dues and special assessments are collected and held in trust; (2) AACSS maintains financial records in accordance with generally accepted accounting principles; (3) the records are produced for annual audits if required by a county, or a state or federal agency with jurisdiction; and (4) annual financial statements and reports are prepared to the reasonable satisfaction of the counties.
- d. In accordance with Federal and State laws, AACSS may obtain an Internal Revenue Service Employer Identification Number (EIN) or Taxpayer Identification Number (TIN) for its operations.
- e. AACSS may obtain and operate a bank account for AACSS needs. AACSS shall maintain such bank account in accordance with the annual budget approved by the county school superintendents that approve this IGA.
- f. Each year, AACSS may purchase materials and services for the AACSS on an as-needed, when-needed basis. Each purchase will be executed based on the AACSS' needs and annual budget approved by the county school superintendents that approve this IGA.
- g. AACSS shall inspect, accept, and pay vendors for all materials and services promptly after receipt of an AACSS approved invoice or promptly after the materials and services are delivered.
- h. AACSS shall not finance purchases or operations by borrowing money.

7. Officers.

- a. In accordance with AACSS' bylaws, AACSS shall elect a President, Vice-President, Secretary, and Treasurer for a two-year term of service.
- b. The President, Vice-President, and Secretary may be re-elected every even numbered year for additional two-year terms. Unless the bylaws otherwise provide, there is no limit on the number of terms that these officers may serve.

8. Termination from AACSS Membership and Termination from this IGA for Cause. AACSS may terminate for cause a county's membership in AACSS and that county's rights under this IGA for a material breach of this IGA. Failure to pay dues by the deadline specified by AACSS is a material breach of this IGA. Before terminating a county for cause, AACSS shall give that county ten (10) days' written notice to cure the default. If that county fails to cure the default within 10 days from the date that county receives notice, that county's membership in AACSS may be terminated by affirmative vote of 60% of the county school superintendents that are part of AACSS and that county's rights under this IGA may also be terminated.

9. Property Disposition Clause. If this IGA is terminated, any materials, services, or other property then in the possession or control of AACSS or which a third party possesses or controls but is under a duty to deliver or render to AACSS, shall be distributed to each county as its individual interest in the materials and services may appear on the date this IGA is terminated, subject to payment of any outstanding balance due and owing for materials and services.

- 10. Mutual Indemnification.** To the maximum extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 11. Insurance.** The counties and each of them, shall maintain appropriate insurance, including self-insurance pursuant to A.R.S. §§ 11-261 or 11-981 or participation in an insurance risk pool pursuant to A.R.S. § 11-952.01, at their own expense, during the entire term of this IGA. Certificates of Insurance shall be provided to AACSS or a Party upon request.
- 12. Notices.** All notices required or permitted to be given under the terms of this IGA shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

Apache County School Superintendent
Physical address: 75 North 1st West, St. Johns, AZ 85936
Mailing address: P.O. Box 548, St. Johns, AZ 85936

Cochise County School Superintendent
4001 E. Foothills Dr., #A
Sierra Vista, AZ 85635

Coconino County School Superintendent
2384 N. Steves Blvd.
Flagstaff, AZ 86004

Gila County School Superintendent
1400 E. Ash St.
Globe, AZ 85501

Graham County School Superintendent
921 Thatcher Boulevard, 2nd Floor
Safford, AZ 85546

Greenlee County School Superintendent
253 5th St
Clifton, AZ 85533

La Paz County School Superintendent
1112 S. Joshua Avenue, Suite 205
Parker, AZ 85344

Maricopa County School Superintendent
4041 N. Central Ave., Suite 1200
Phoenix, AZ 85012

Mohave County School Superintendent
700 W. Beale St.
Kingman, AZ 86401

Navajo County School Superintendent
Physical address: 100 East Code Talkers Drive, Holbrook, AZ 86025
Mailing address: P.O. Box 668, Holbrook, AZ 86025

Pima County School Superintendent
200 N. Stone Ave.
Tucson AZ, 85701

Pinal County School Superintendent
75 Bailey Street
Florence, AZ 85132

Santa Cruz County School Superintendent
2150 N. Congress Dr. Ste. 107
Nogales, AZ 85621

Yavapai County School Superintendent
2970 Centerpointe E. Dr.
Prescott, AZ 86301

Yuma County School Superintendent
210 S. 1st Ave.
Yuma, AZ 85364

A county shall have the right to change the place notice is to be given by providing written notice to the other counties in accordance with this section.

13. Relationship of Parties. Nothing contained in this IGA shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the counties. The counties' employees shall not be considered employees of the other counties, and the counties' personnel shall not be entitled or eligible, by virtue of this IGA, to participate in any benefits or privileges given or extended by the other counties to their employees. The counties shall not be liable for any debts, accounts, or obligations, and are not responsible for other liabilities whatsoever of the other counties, including (without limitation) the other counties' obligations to withhold Social Security and income taxes for themselves or any of their employees.

14. Worker's Compensation. Each county will comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each county is solely responsible for the payment of Worker's Compensation benefits for its employees.

15. **Third Parties.** Nothing in this IGA shall be deemed to create any right in any person not a Party hereto. Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against the counties. This IGA is not intended to benefit any third party.
16. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this IGA are a part of this IGA as if fully stated herein.
17. **Assignment.** No Party to this IGA may assign any of its rights or responsibilities under this IGA, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the counties. No Party may delegate any performance under this IGA, except with the prior written consent of the counties. Any purported assignment of rights or delegation of performance in violation of this section is void.
18. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this IGA is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this IGA. A waiver or extension is only effective if it is in writing and signed by the counties. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by the counties of any term, covenant, condition, right, or duty in this IGA shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
19. **Headings and Construction of Agreement.** In construing this IGA, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this IGA or considered a part of this IGA. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
20. **Fair Meaning.** This IGA is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all of the counties had prepared it.
21. **Compliance with Law.** The counties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this IGA, including environmental laws.
22. **Legal Arizona Workers Act Compliance.** The counties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the counties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies. The counties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this IGA to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
23. **Fingerprint and E-verify.** If required, and only to the extent required, the counties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.

24. **Non-discrimination.** The counties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this IGA by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The counties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
25. **Governing Law.** This IGA shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this IGA shall be brought in the courts, state or federal, within the State of Arizona, and the counties expressly waive the right to bring any legal action or claim in any other court. Any changes in the governing laws, rules, and regulations that do not materially affect the counties' obligations under this IGA during the term of this IGA will apply but will not require an Amendment.
26. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this IGA or the relationship among the counties hereto, the counties may propose amendments to this IGA to bring this IGA into conformity with such laws. If the counties are unable to reach agreement on the renegotiation of this IGA within thirty (30) days of the initiation of negotiations, then the counties may terminate this IGA upon written notice to the counties.
27. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this IGA are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this IGA are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
28. **Alternative Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this IGA shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
29. **Waiver of Jury Trial.** The counties, and each of them, hereby waive their respective rights to trial by jury in any action or proceeding arising out of this IGA.
30. **Parol Evidence.** This IGA is intended by the counties as a final and complete expression of their agreement. No course of prior dealings between the counties and no usage of the trade shall supplement or explain any terms used in this IGA.
31. **Entire Agreement.** This IGA contains the entire, integrated agreement of the counties and there are no oral agreements, understandings, or representations relied upon by the counties. This IGA supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this IGA must be in writing and signed by the counties.
32. **Counterparts and Electronic Signatures.** This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall

constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this IGA through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this IGA on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this IGA, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

33. **Legal Agreement.** This IGA is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this IGA and bind itself hereto through the person set forth as signatory for the Party below. The person signing this IGA represents and warrants that he/she is duly authorized and has the legal capacity to execute this IGA.

APPROVALS

IN WITNESS WHEREOF, the counties hereto have caused this IGA to be executed by their duly authorized officials and have affixed their signatures to this IGA on the date written below.

[Signature Pages Follow]

Apache County:

Chairman, Apache County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board, Apache County Board of Supervisors

APPROVED AS TO CONTENT BY:

Apache County School Superintendent

Date: _____

DETERMINATION OF COUNSEL

Pursuant to A.R.S. § 11-952(D), the foregoing IGA has been reviewed by the undersigned attorney for Apache County, who has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Apache County.



Deputy Apache County Attorney

Date: 8/25/2021

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/28/2015

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

Apache County Treasurer

Date/Signature: 8/30/2021



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

Treasurer's Office: Discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1) and ARS 42-18351(5). Total taxes, penalties, and interest to be abated in the amount of \$484.74 for personal property account number M0100276 and M9700037.

BOS Meeting Date Requested September 7, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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



Apache County Treasurer Certificate of Removal and Abatement

September 7, 2021

AB #	ACCOUNT #	PARCEL #	OWNER	LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	ARS
329	M970033/	E93-00-000	NICHOLSON, TODD S. MICHELLE	SERIAL: A516635J YEAR: 1988 MAKE: PALM HARBOR SIZE: 14 X 60, SERIAL: A516635X YEAR: 1988 MAKE: PALM HARBOR SIZE: 14 X 60	2013	\$ 722.40	\$ -	\$ -	\$ 722.40	42-18351(1)
330	M0100276	212-12-008	ROLPH EARL JAMES JR	SERIAL: S10283 YEAR: 1969 MAKE: FLEETWOOD SIZE: 12 X 60	2011	\$ 13.58	\$ 21.55	\$ -	\$ 35.13	42-18351(5)
331	M0100276	212-12-008	ROLPH EARL JAMES JR	SERIAL: S10283 YEAR: 1969 MAKE: FLEETWOOD SIZE: 12 X 60	2012	\$ 12.20	\$ 17.41	\$ -	\$ 29.61	42-18351(5)
332	M0100276	212-12-008	ROLPH EARL JAMES JR	SERIAL: S10283 YEAR: 1969 MAKE: FLEETWOOD SIZE: 12 X 60	2013	\$ 12.52	\$ 15.52	\$ -	\$ 28.04	42-18351(5)
333	M0100276	212-12-008	ROLPH EARL JAMES JR	SERIAL: S10283 YEAR: 1969 MAKE: FLEETWOOD SIZE: 12 X 60	2014	\$ 13.48	\$ 14.56	\$ -	\$ 28.04	42-18351(5)
334	M0100276	212-12-008	ROLPH EARL JAMES JR	SERIAL: S10283 YEAR: 1969 MAKE: FLEETWOOD SIZE: 12 X 60	2015	\$ 22.40	\$ 20.61	\$ -	\$ 43.01	42-18351(5)
335	M0100276	212-12-008	ROLPH EARL JAMES JR	SERIAL: S10283 YEAR: 1969 MAKE: FLEETWOOD SIZE: 12 X 60	2016	\$ 28.90	\$ 21.58	\$ -	\$ 50.48	42-18351(5)
336	M0100276	212-12-008	ROLPH EARL JAMES JR	SERIAL: S10283 YEAR: 1969 MAKE: FLEETWOOD SIZE: 12 X 60	2017	\$ 30.02	\$ 18.01	\$ -	\$ 48.03	42-18351(5)
Sub-Total of Personal Property						\$ 355.50	\$ 129.24	\$ -	\$ 484.74	
Total						\$ 355.50	\$ 129.24	\$ -	\$ 484.74	

Supervisor Dr. Joe Shirley, Jr.
Board Chairman

Date

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number M0100276

Parcel 21212008

Acres 0.00

Assessed To

ROLPH EARL JAMES JR
710 S WARNER DR
APACHE JUNCTION, AZ 85120

Legal Description

Situs Address

SERIAL: S10283 YEAR: 1969 MAKE: FLEETWOOD SIZE: 12 X 60

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2020	\$36.28	(\$36.28)	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$33.32	(\$33.32)	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$36.74	(\$36.74)	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$30.02	\$0.00	\$18.01	\$0.00	\$0.00	\$48.03
2016	\$28.90	\$0.00	\$21.58	\$0.00	\$0.00	\$50.48
2015	\$22.40	\$0.00	\$20.61	\$0.00	\$0.00	\$43.01
2014	\$13.48	\$0.00	\$14.56	\$0.00	\$0.00	\$28.04
2013	\$12.52	\$0.00	\$15.52	\$0.00	\$0.00	\$28.04
2012	\$12.20	\$0.00	\$17.41	\$0.00	\$0.00	\$29.61
2011	\$13.58	\$0.00	\$21.55	\$0.00	\$0.00	\$35.13
Total Tax Charge						\$262.34
Grand Total Due as of 09/07/2021						\$262.34

Make payment to:

Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629

To pay online go to www.co.apache.az.us/treasurer

Interest accrues the 1st of every month

Elexus Ollerton

From: Barbara Gomez
Sent: Monday, June 28, 2021 12:37 PM
To: Treasurers
Cc: Odessa Mavrides; Jason Moore
Subject: M0100276
Attachments: Abatement Worksheet.xlsx

Per field review on 6/24/2021 and field check request dated 6/12/2017 the Assessor's Office is recommending abatement of taxes for tax year 2017 for the subject property. Property owner claims the home was destroyed in 2008. We have no evidence to support that. Tax Roll Corrections for 2018 – 2020 are pending Assessor's Approval. Please, let me know if you need additional information.

Thank you!

*Barbara Gomez
Chief Appraiser
Apache County Assessor's Office
(928) 337-7917*

"When we seek to discover the best in others, we somehow bring out the best in ourselves!" Annette Kerner

Kathleen Arviso
Assessor



Frank Trujillo
Chief Appraiser

Charles E. Becenti III
Chief Deputy Assessor


McKinley County Assessor's Office
207 West Hill Ave. Suite 102 Gallup, New Mexico 87301
Phone: 505-863-3032 Fax: 505-863-6517

Date: February 16, 2021

To whom it may concern,

The 1988 Palm Harbor Manufactured Home now located at 3075 Belle Dr. Gallup, NM with serial number AS16635UX was recently located at 103 Rosita Ave. Camero, NM since August 2007 (see attached). It was verified that the manufactured home was NOT put on McKinley County Tax rolls because the manufactured home qualified as a 501c3 organization for a halfway house. Therefore being tax exempt for 2007 and all subsequent years until ownership changes the exemption will be removed. If you have any questions or concerns please contact our office at (505) 863-3032 ext. 1034

Respectfully,


Conan Gene
Appraiser

12/16/20

To Whom It May Concern:

This is a statement submitted by Floyd Hardesty, I had purchased a 1988 Palm Harbor 28 60 Vin AS16635UX. Michelle D Nicholson in september 2007.

Unaware of the tax clearance, I had moved the home to 102 Rosita Ave. Gamero NM. The home was set up to operate as a half way house for Men. There was a group of us that operated it for a few short months, from the Lighthouse church.

Then we found Off Broadway ministry who specialized in dealing with addictions of various kinds and who was willing to direct the purpose in which the home was founded. Off Broadway is a 503C (non profit)

I failed to transfer the title. After a number of years, the home was returned to the Lighthouse. In moving forward, is when we realized the title transfer had not been done.

We discovered the home to be still on Apache county tax rolls. I have a letter from Off Broadway Ministry to confirm the location of the home in 2007.

We want to Transfer the title, and are requesting a tax release from Apache county.

Your help in resolving this issue would be much appreciated.

Sincerely
Floyd Hardesty
505 870 2063

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number M9700037

Parcel 00000000

Acres 0.00

Assessed To

NICHOLSON, TODD & MICHELLE
PO BOX 87
LUPTON, AZ 86508

Legal Description

Situs Address

SERIAL: AS16635U YEAR: 1988 MAKE: PALM HARBOR SIZE: 14 X 60, SERIAL: AS16635X
YEAR: 1988 MAKE: PALM HARBOR SIZE: 14 X 60

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2020	\$299.42	(\$299.42)	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$282.96	(\$282.96)	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$265.42	(\$265.42)	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$259.42	(\$259.42)	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$253.38	(\$253.38)	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$227.52	(\$227.52)	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$233.98	(\$233.98)	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$222.40	(\$222.40)	(\$50.60)	\$0.00	\$50.60	\$0.00
2012	\$218.68	(\$218.68)	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$230.92	(\$230.92)	\$0.00	\$0.00	\$0.00	\$0.00
Total Tax Charge						\$0.00
Grand Total Due as of 09/07/2021						\$0.00

Make payment to:

Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629

To pay online go to www.co.apache.az.us/treasurer

Interest accrues the 1st of every month

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number M9700037
 Acres 0.00
 Assessed To

Parcel 00000000
 NICHOLSON, TODD & MICHELLE
 PO BOX 87
 LUPTON, AZ 86508

Legal Description

Situs Address

SERIAL: AS16635U YEAR: 1988 MAKE: PALM HARBOR SIZE: 14 X 60, SERIAL: AS16635X
 YEAR: 1988 MAKE: PALM HARBOR SIZE: 14 X 60

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2020	\$299.42	(\$299.42)	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$282.96	(\$282.96)	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$265.42	(\$265.42)	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$259.42	\$0.00	\$133.17	\$0.00	\$0.00	\$392.59
2016	\$253.38	(\$11.36)	\$159.74	\$0.00	\$0.00	\$401.76
2015	\$227.52	\$0.00	\$191.12	\$0.00	\$0.00	\$418.64
2014	\$233.98	\$0.00	\$233.98	\$0.00	\$0.00	\$467.96
2013	\$222.40	\$0.00	\$0.00	\$0.00	(\$222.40)	\$0.00
2012	\$218.68	\$0.00	\$288.66	\$0.00	\$0.00	\$507.34
2011	\$230.92	\$0.00	\$341.76	\$0.00	\$0.00	\$572.68
Total Tax Charge						\$2,760.97
Grand Total Due as of 04/06/2021						\$2,760.97

Make payment to:
 Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85938 928-337-7629
 To pay online go to www.co.apache.az.us/treasurer
 Interest accrues the 1st of every month

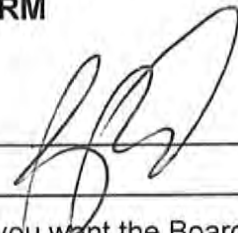
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____



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

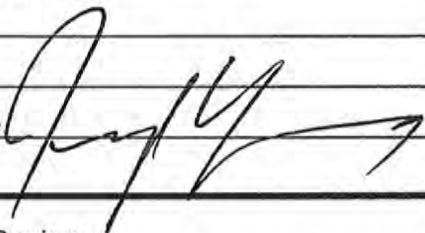
Discussion and possible approval of the back-tax parcels to be offered at public auction.

BOS Meeting Date Requested 9/7/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

2021 Apache County Board of Supervisors Deed Sale List

Parcel #	Owner Name	Legal Description	Total Tax	Parcel Size	FCV	Sale Price
10627276	KUEHN WILLIAM A TRUSTEE	SUBDIVISION: CEDAR RIDGE COMMERCIAL PARK, LOT: 77, According to Book of Plats #3, Page #1, Records of Apache County Arizona	\$616.46	0.12	8000	800
10727046	RASA TRUST FUQUA JUDY TRUSTEE	Subdivision: CONCHO LAKE MEADOWS Lot: 46, According to Book of Plats #4, Page #10, Records of Apache County Arizona	\$607.75	0.46	465	46.5
10727079	KOCANDA CANDICE & LAWRENCE	Subdivision: CONCHO LAKE MEADOWS Lot: 79, According to Book of Plats #4, Page #10, Records of Apache County Arizona.	\$497.68	0.46	465	46.5
10731178	BUCHHOLZ FAMILY TRUST BUCHHOLZ HER	CONCHO LAKELAND UNIT 3 LOT: 353, According to Book of Plats #5, Page #4, Records of Apache County	\$605.52	1.65	465	46.5
10731202	CREATIVE INVESTMENT SOLUTIONS, LP	Subdivision: CONCHO LAKELAND UNIT 3 LOT: 377, According to Book of Plats #5, Page #4, Records of Apache County Arizona	\$744.18	1	465	46.5
10731213	FOX AMANDA	Subdivision: CONCHO LAKELAND UNIT 3 Lot: 388,, According to Book of Plats #5, Page #4, Records of Apache County Arizona.	\$728.18	1.16	465	46.5
10731240	ALDRICH LUCILE A	CONCHO LAKELAND UNIT 3 LOT: 415, According to Book of Plats #5, Page #4, Records of Apache County	\$528.45	1	465	46.5
10731261	LEWIS ROBERT RAY TRUSTEE ROBERT R	Subdivision: CONCHO LAKELAND UNIT 3 Lot:436, According to Book of Plats #5, Page #4, Records of Apache County Arizona.	\$746.26	1.01	465	46.5
10731322	SCHLAKE JUNE B TRUSTEE OF THE JUNE	CONCHO LAKELAND UNIT 3 LOT: 497, According to Book of Plats #5, Page #4, Records of Apache County	\$710.13	1.05	465	46.5
10731341	WILSON VAN KIRK EDWARD	CONCHO LAKELAND UNIT 3 LOT: 516, According to Book of Plats #5, Page #4, Records of Apache County	\$802.63	1.18	465	46.5
10731364	MALCOLM JOHN E & BELINDA	Subdivision: CONCHO LAKELAND UNIT 3 LOT: 539, According to Book of Plats #5, Page #4, Records of Apache County Arizona	\$587.30	1	465	46.5
10731379	GIEBNER RAYMOND	CONCHO LAKELAND UNIT 3 LOT: 554, According to Book of Plats #5, Page #4, Records of Apache County	\$752.78	1	465	46.5
10731380	GIEBNER RAYMOND	CONCHO LAKELAND UNIT 3 LOT: 555, According to Book of Plats #5, Page #4, Records of Apache County	\$752.78	1	465	46.5
10731404	LENZING AARON	Subdivision: CONCHO LAKELAND UNIT 3 Lot: 579, According to Book of Plats #5, Page #4, Records of Apache County Arizona.	\$689.41	1	465	46.5
10731427	SANDERS JACK R & MADELINE A	CONCHO LAKELAND UNIT 3 LOT: 602, According to Book of Plats #5, Page #4, Records of Apache County	\$752.78	1	465	46.5
10731433	PERKINS JEREMIAH K	Subdivision: CONCHO LAKELAND UNIT 3 Lot: 608, According to Book of Plats #5, Page #4, Records of Apache County Arizona	\$530.49	1.06	465	46.5
10732038	LUBKEMAN MELVIN L & RACHEL R JT	CONCHO LAKELAND UNIT 4 LOT: 675, According to Book of Plats #5, Page #5, Records of Apache County	\$614.95	1.01	465	46.5
10732040	KRAUSHAAR LEMOYNE & GLORIA JT	CONCHO LAKELAND UNIT 4 LOT: 677, According to Book of Plats #5, Page #5, Records of Apache County	\$570.90	1.01	465	46.5
10732058	CUPP DAVID W	Subdivision: CONCHO LAKELAND UNIT 4 Lot: 695, According to Book of Plats #5, Page #5, Records of Apache County Arizona	\$497.46	1.34	465	46.5
10732069	RICE TERRY M	Subdivision: CONCHO LAKELAND UNIT 4 Lot: 706, According to Book of Plats #5, Page #5, Records of Apache County Arizona	\$529.78	1.12	465	46.5
10732070	ANDERSON ROBERT	Subdivision: CONCHO LAKELAND UNIT 4 Lot: 707, According to Book of Plats #5, Page #5, Records of Apache County Arizona.	\$685.72	1.26	465	46.5
10732124	THOMAS ART AND MARLA	Subdivision: CONCHO LAKELAND UNIT 4 Lot: 761, According to Book of Plats #5, Page #5, Records of Apache County Arizona	\$608.40	1.01	465	46.5
10732125	THOMAS ART AND MARLA	Subdivision: CONCHO LAKELAND UNIT 4 Lot: 762, According to Book of Plats #5, Page #5, Records of Apache County Arizona	\$608.40	1.01	465	46.5
10732126	THOMAS ART AND MARLA	Subdivision: CONCHO LAKELAND UNIT 4: Lot: 763, According to Book of Plats #5, Page #5, Records of Apache County Arizona	\$581.99	1.01	465	46.5
10732148	CUNNINGHAM GARY	Subdivision: CONCHO LAKELAND UNIT 4 Lot: 785, According to Book of Plats #5, Page #5, Records of Apache County Arizona	\$479.16	1.01	465	46.5
10732152	WILSON VAN KIRK EDWARD	CONCHO LAKELAND UNIT 4 LOT: 789, according to Book of Plats #5, Page #5, Records of Apache County	\$616.21	1.02	465	46.5
10732153	WILSON VAN KIRK EDWARD	CONCHO LAKELAND UNIT 4 LOT: 790, According to Book of Plats #5, Page #5, Records of Apache County	\$616.21	1.02	465	46.5
10732165	PROAC SECURITY SOLUTIONS	CONCHO LAKELAND UNIT 4 LOT: 802, According to Book of Plats #5, Page #5, and Page #28 (amended), Records of Apache County Arizona	\$484.59	1.01	465	46.5

10732167	TAYLOR SHIRLEY J	Subdivision: CONCHO LAKE LAND UNIT 4 Lot: 804, According to Book of Plats #4, Page #47, Records of Apache County Arizona	1.01	465	\$479.16	46.5
10732168	VAN DINE RORY	Subdivision: CONCHO LAKE LAND UNIT 4 Lot: 805, According to Book of Plats #5, Page #5, Records of Apache County Arizona	1.01	465	\$608.40	46.5
10733047	SCHLAKE JUNE B TRUSTEE OF THE JUNE	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 880, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1.01	465	\$562.03	46.5
10733048	SCHLAKE JUNE B TRUSTEE OF THE JUNE	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 881, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1.01	465	\$562.03	46.5
10733071	HANSON LEROY H & DELORES	Subdivision: CONCHO LAKE LAND UNIT 5 LOT: 904, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1.01	465	\$518.48	46.5
10733072	HOGIE L A	CONCHO LAKE LAND UNIT 5 LOT: 905, According to Book of Plats #5, Page #6, Records of Apache County	1.01	465	\$474.09	46.5
10733090	HENDRIX CRAIG	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 920, According to Book of Plats #5, Page #6, Records of Apache County Arizona.	1.01	465	\$555.96	46.5
10733182	SCHUESSLBAUER FRITZ & ANDREA (JT)	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 1012, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1	465	\$541.66	46.5
10733189	RAITT WILLIAM	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 1019, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1	465	\$512.62	46.5
10733190	RAITT WILLIAM	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 1020, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1	465	\$512.62	46.5
10733191	RAITT WILLIAM	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 1021, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1	465	\$512.62	46.5
10733208	RUCKER CHRIS	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 1038, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1.07	465	\$473.44	46.5
10733209	RUCKER CHRIS	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 1039, According to Book of Plats #5, Page #6, Records of Apache County Arizona	1	465	\$467.62	46.5
10733225	YOUNG JOHN A & THRESSA C	Subdivision: CONCHO LAKE LAND UNIT 5 Lot: 1055, According to Book of Plats #5, Page #6, Records of Apache County Arizona.	1	465	\$597.66	46.5
20126061	GOMBIO ROWENA C CASTILLO JOEY C	Section 12 Township: 12N Range: 24E SW 4 NW4 SW4 NE4 The SW 1/4 of the NW 1/4 of the SW 1/4 of the NE 1/4 Section 12, Township 12 North, Range 24 East of the Gila and Salt River Base and Meridian	2.5	5000	\$798.04	500
20126063	SUES NICHOLAS	The South half of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 12, Township 12, Range 24 East of the Gila and Salt River Base and Meridian- Apache County, Arizona	5	10000	\$1,439.13	1000
20126070	NIELSEN MARK E	The Southeast Quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 12 North, Range 24 East of the Gila and Salt River Base and Meridian - Apache County, Arizona	2.5	5000	\$5,092.55	500
20127081	STRAPPAGON JOHN A	CONCHO VALLEY UNIT 1, BLOCK: 28, LOT: 2, According to Book of Plats #4, Page #19, Records of Apache County Arizona	1.04	1970	\$1,826.70	197
20127082	STRAPPAGON JOHN A	CONCHO VALLEY UNIT 1, BLOCK: 28, LOT: 3, According to Book of Plats #4, Page #19, Records of Apache County Arizona	1.04	1970	\$2,038.07	197
20128142	WRIGHT JOHN D & NANNETTE	CONCHO VALLEY UNIT 2 BLOCK: 47 LOT: 1 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #29, Records of Apache County Arizona	1.04	1970	\$1,554.91	197
20128143	WRIGHT JOHN D & NANNETTE	CONCHO VALLEY UNIT 2 BLOCK: 47 LOT: 2 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #29, Records of Apache County Arizona	1.04	1970	\$1,554.91	197
20128279	BULKLEY ROBERT R & SYLVIA M JT	CONCHO VALLEY UNIT 2 BLOCK: 91 LOT: 2, According to Book of Plats #4, Page #29, Records of Apache County Arizona	1.04	1970	\$871.45	197
20128280	BULKLEY ROBERT R & SYLVIA M JT	CONCHO VALLEY UNIT 2 Block: 91 Lot: 3, According to Book of Plats #4, Page #29, Records of Apache County Arizona	1.04	1970	\$871.45	197
20129006A	WESTBROOK JAMES THOMAS	Subdivision: CONCHO VALLEY UNIT 3 Block: 6 Lot: 1, According to the Book of Plats #4, Page #43, Records of Apache County Arizona	1.07	1970	\$748.13	197
20129006B	WESTBROOK JAMES THOMAS	Subdivision: CONCHO VALLEY UNIT 3 Block: 6 Lot: 2 According to Book of Plats #4, Page # 43, Records of Apache County Arizona	1.07	1970	\$891.12	197

20129070A	WESTBROOK JAMES THOMAS	Subdivision: CONCHO VALLEY UNIT 3 Block : 70 Lot: 1, According to Book of Plats #4, Page #43, Records of Apache County Arizona	1.04	1970	\$1,024.70	197
20129151A	WORTHY RUSSELL B, PATRICIA L SMITH, CHARLOTTE STRANE, NANCY J WALTERS	CONCHO VALLEY UNIT 3 BLOCK: 151 LOT: 1 Section 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #43, Records of Apache County Arizona	1.04	1970	\$4,159.86	197
20129151B	WORTHY RUSSELL B, PATRICIA L SMITH, CHARLOTTE STRANE, NANCY J WALTERS	CONCHO VALLEY UNIT 3 BLOCK: 151 LOT: 2 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #43, Records of Apache County Arizona	1.04	1970	\$4,159.86	197
20129151C	WORTHY RUSSELL B, PATRICIA L SMITH, CHARLOTTE STRANE, NANCY J WALTERS	CONCHO VALLEY UNIT 3 BLOCK: 151 LOT: 3 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #43, Records of Apache County Arizona	1.11	1970	\$4,410.49	197
20129152A	WORTHY RUSSELL B, PATRICIA L SMITH, CHARLOTTE STRANE, NANCY J WALTERS	CONCHO VALLEY UNIT 3 BLOCK: 152 LOT: 1 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #43, Records of Apache County Arizona	1.11	1970	\$4,364.36	197
20138007	DIEFENBACH GEORGE W	PARK SHOW LOW UNIT 5, LOT: 1833, According to Book of Plats #4, Page #59, Records of Apache County Arizona	1.03	2400	\$1,349.50	240
20138135	DIAMOND PETER T II SS	PARK SHOW LOW UNIT 5, LOT: 1961, According to Book of Plats #4, Page #59, Records of Apache County Arizona	1.03	2400	\$1,078.66	240
20138181	BROWN DOUGLAS E TRUSTEE BROWN AND	Subdivision: PARK SHOW LOW UNIT 5 Lot: 2007 According to Book of Plats #4, Page #59, Records of Apache County Arizona	1.03	2400	\$794.41	240
20138230	WOOD LUCY A	Subdivision: PARK SHOW LOW UNIT 5 Lot: 2056, According to Book of Plats #4, Page #59, Records of Apache County, Arizona	1.03	2400	\$561.64	240
20138264	HILLHOUSE IRIS	PARK SHOW LOW UNIT 5 Lot: 2090, According to Book of Plats #4, Page #59, Records of Apache County	1.03	2400	\$1,030.56	240
20138265	BROOKS WILLIAM E & LOUISE A JT	PARK SHOW LOW UNIT 5 Lot: 2091, According to Book of Plats #4, Page #59, Records of Apache County	1.03	2400	\$747.40	240
20140010B	SCHIMPF GREGORY L	CONCHO VALLEY UNIT 8, BLOCK: 10, Lot: 2, According to Book of Plats #45 Page #21, Records of Apache County Arizona	1.04	1200	\$767.61	120
20140013A	BANTA DR GREGORY TRUSTEE SANTA ANA	CONCHO VALLEY UNIT 8 Block: 13 Lot: 1, According to Book of Plats #5, Page #21, Records of Apache County Arizona	1.11	1200	\$876.57	120
20140013B	RIGGINS MARLENE U	CONCHO VALLEY UNIT 8 BLOCK: 13 LOT: 2, According to Book of Plats #5 Page #21, Records of Apache County Arizona	1.04	1200	\$863.57	120
20140023B	REYNOLDS ERNEST & ELDA JT	CONCHO VALLEY UNIT 8 BLOCK: 23 LOT: 2, According to Book of Plats #5 Page #21, Records of Apache County Arizona	1.11	1200	\$1,201.92	120
20140024A	BANTA DR GREGORY TRUSTEE SANTA ANA	Subdivision: CONCHO VALLEY UNIT 8 Block: 24 Lot 1	1.11	1200	\$976.57	120
20140111A	YOUNKER WAYNE L & WAYNE G JT	CONCHO VALLEY UNIT 8 BLOCK: 111 LOT: 1 Section: 19 Township: 12N Range: 26E, According to Book of Plats #5, Page #21, Records of Apache County Arizona	1.11	1200	\$976.57	120
20140111B	YOUNKER WAYNE L & WAYNE G JT	CONCHO VALLEY UNIT 8 BLOCK: 111 LOT: 2 Section: 19 Township: 12N Range: 26E, According to Book of Plats #5, Page #21, Records of Apache County Arizona	1.04	1200	\$470.87	120
20140112B	VIERRA MANUEL & MARGARET JT	CONCHO VALLEY UNIT 8 BLOCK: 112 LOT: 2 Section: 19 Township: 12N Range: 26E, According to Book of Plats #5, Page #21, Records of Apache County Arizona	1.04	1200	\$470.87	120
20140112C	VIERRA MANUEL & MARGARET JT	CONCHO VALLEY UNIT 8 BLOCK: 112 LOT: 3 Section: 19 Township: 12N Range: 26E, According to Book of Plats #5, Page #21, Records of Apache County Arizona	1.04	1200	\$767.61	120
20142152B	ERICKSON EDWIN D & NORMA L	Subdivision: CONCHO VALLEY UNIT 4-A Block: 152 Lot: 2 Section: 18 Township: 12N Range: 26E 96 S052 CONCHO According to Book of Plats #5, Page #37, Records of Apache County Arizona	1.04	1200	\$767.61	120
20142152C	BLOSSER MARK & VIRGINIA	Subdivision: CONCHO VALLEY UNIT 4-A Block: 152 Lot: 3 Section: 18 Township: 12N Range: 26E 94 S052 CONCHO	0.34	3300	\$2,139.18	330
20142158A	CLOUDT FRANCIS L	Subdivision: CONCHO VALLEY UNIT 4-A: BLOCK: 158 Lot: 1 Section: 18 Township: 12 N Range: 26E 115 S052 CONCHO According to Book of plats #5, Page #37, Records of Apache County Arizona	0.38	3500	\$2,024.72	330
20142159B	MUNCH MICHAEL	Subdivision: CONCHO VALLEY UNIT 4-A Block: 159 Lot: 2 Section: 18 Township: 12N Range: 26E 107 S052 CONCHO, According to Book of Plats #5, Page #37, Records of Apache County Arizona	0.34	3500	\$1,902.87	330

20142160B	BLOSSER MARK & VIRGINIA	Subdivision: CONCHO VALLEY UNIT 4-A Block: 160 Lot: 2 Section: 18 Township: 12N Range: 26E 101 5052 CONCHO	0.34	\$1,902.87	330
20142161B	JOHNSON LOWELL	CONCHO VALLEY UNIT 4-A BLOCK: 161 LOT: 2, According to Book of Plats #5, Page #37, Records of Apache County Arizona	0.34	\$2,167.41	330
20142168A	BLOSSER MARK & VIRGINIA	Subdivision: CONCHO VALLEY UNIT 4-A Block: 168 Lot 1 Section: 18 Township: 12N Range: 26E 10 5040	0.34	\$1,902.87	330
20142168B	BLOSSER MARK & VIRGINIA	Subdivision: CONCHO VALLEY UNIT 4-A Block: 168 Lot: 2 Section: 18 Township: 12N Range: 26E 8 5040 CONCHO	0.34	\$1,902.87	330
20142176A	PERRY SICILY SUCCESSOR TRUSTEE OF	Subdivision: CONCHO VALLEY UNIT 4-A Block: 176 Lot: 1 Section: 18 Township: 12N Range: 26E 9 5040 CONCHO, According to Book of Plats #5, Page #37, Records of Apache County Arizona	0.34	\$1,902.87	330
20142178B	CLARK GEORGE K & DAVELYN C JT	CONCHO VALLEY UNIT 4-A Block: 178 Lot: 2, According to Book of Plats #5, Page #37, Records of Apache County Arizona	0.34	\$1,242.27	330
20142186B	BLOSSER MARK & VIRGINIA	Subdivision: CONCHO VALLEY UNIT 4-A Block: 186 Lot: 2 Section: 18 Township: 12N Range: 26E 72 5054 CONCHO	0.34	\$1,902.87	330
20142200B	MUNCH DAVID L	Subdivision: CONCHO VALLEY UNIT 4-A Block: 200 Lot: 2 Section: 18 Township: 12N Range: 26E 22 5055 CONCHO, According to Book of Plats #5, Page #37, Records of Apache County Arizona.	0.34	\$1,223.97	330
20142200C	BLOSSER MARK & VIRGINIA	Subdivision: CONCHO VALLEY UNIT 4-A Block: 200 Lot: 3 Section: 18 Township: 12N Range: 26E 20 5055 CONCHO	0.34	\$1,902.87	330
20142224B	VILLANUEVA ESTHER LUZ	Subdivision: CONCHO VALLEY UNIT 4-A Block: 224 Lot: 2 Section: 18 Township: 12N Range: 26E 1 5039	0.32	\$3,255.22	330
20142233A	MEYERS DONAL A	Subdivision: CONCHO VALLEY UNIT 4-A Block: 233 Lot: 1 Section: 18 Township: 12N Range: 26E 5 5060 CONCHO, According to Book of Plats #5, Page #37, Records of Apache County Arizona	0.35	\$1,236.06	330
20142236A	FEDORA PROPERTIES	Subdivision: CONCHO VALLEY UNIT 4-A Block: 236 Lot: 1 Section: 18 Township: 12N Range: 26E 119 5056 CONCHO, According to Book of Plats #5, Page #37, Records of Apache County Arizona.	0.38	\$1,534.92	330
20142246	FEDORA PROPERTIES	Subdivision: CONCHO VALLEY UNIT 4-A Tract: E Section: 18 Township: 12N Range: 26E 31 5059 CONCHO, According to Book of Plats #5, Page #37, Records of Apache County Arizona.	0.79	\$3,184.95	330
20145081	LOWMAN JOHN LOWMAN MICHAEL (JT)	Subdivision: CONCHO VALLEY UNIT 5-A Lot: 203 Section: 19 Township: 12N Range: 26E, According to Book of Plats #6, Page #35, Records of Apache County Arizona.	0.36	\$3,151.63	330
20145098	DARZIDAN HANI	Subdivision: CONCHO VALLEY UNIT 5-A Lot: 220 Section: 19 Township: 12N Range: 26E, According to Book of Plats #6, Page #35, Records of Apache County Arizona.	0.34	\$3,060.97	330
20146237	BANTA GREGORY LYNN & KATIE CO-TRUS, PAT MCDOWELL INC, RETIREMENT TRUST	Subdivision: CONCHO VALLEY UNIT 5-B Lot: 237 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #47, Records of Apache County Arizona	0.34	\$2,269.74	330
20146244	SAGAN THOMAS J DBA BERKSHIRE CABL	Subdivision: CONCHO VALLEY UNIT 5-B Lot: 244 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #47, Records of Apache County Arizona	0.34	\$3,765.61	330
20146260	BANTA GREG KATIE CO TRUSTEES BANT	Subdivision: CONCHO VALLEY UNIT 5-B Lot: 250 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #47-48, Records of Apache County, Arizona	0.34	\$4,768.00	330
20146296	SAGAN THOMAS J DBA BERKSHIRE CABL	Subdivision: CONCHO VALLEY UNIT 5-B Lot: 296 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #47, Records of Apache County Arizona	0.33	\$3,697.82	330
20146305	VERANO ROBERT AND BOBBY JO S JT	CONCHO VALLEY UNIT 5-B LOT: 305 Section: 19 Township: 26E, According to Book of Plats #6, Page #46, Records of Apache County Arizona	0.33	\$7,683.38	330
20146306	VERANO ROBERT AND BOBBY JO S JT	CONCHO VALLEY UNIT 5-B LOT: 306 Section: 19 Township: 12N Range: 26E, According to Book of Plats #6, Page #46, Records of Apache County Arizona	0.34	\$7,865.89	330
20146307	BANTA DR GREGORY TRUSTEE SANTA ANA	Subdivision: CONCHO VALLEY UNIT 5-B Lot: 307 Section: 19 Township: 12N Range: 26E, According to Book of Plats #6, Page #46, Records of Apache County Arizona	0.34	\$2,857.93	330
20146376	BANTA KATIE TRUSTEE WILDFIRE SERVI	Subdivision: CONCHO VALLEY UNIT 5-B Lot: 376 SECTION: 19 TOWNSHIP: 12N Range: 26E, According to Book of Plats #6, Page #46, Records of Apache County Arizona	0.79	\$1,562.67	330
20146412	SAGAN THOMAS J DBA BERKSHIRE CABL	Subdivision: CONCHO VALLEY UNIT 5-B Lot: 412 Section: 19 Township: 12N Range: 26E, According to Book of Plats #4, Page #47, Records of Apache County Arizona	0.34	\$3,765.61	330
20146422	KEITH RYAN KK	Subdivision: CONCHO VALLEY UNIT 5-B Lot: 422 Section: 19 Township: 12N Range: 26E, According to Book of Plats #6, Page #46, Records of Apache County Arizona	0.32	\$4,639.98	330

20155008	STORKE KANYA	Subdivision: CONCHO VALLEY UNIT 9 Lot: 8 Section: 29 Township: 12N Range 26E, According to Book of Plats #8, Page #8, Records of Apache County Arizona	0.23	3300	\$1,592.57	330
20158009M	SMITH GREGORY E	Subdivision: BIG SIX RANCHES UNIT 2 Lot: 9 Section: 15 Township: 12N Range: 26E NW4 SW4	2.25	4500	\$1,076.85	450
20158009U	SMITH GREGORY E	Subdivision: BIG SIX RANCHES UNIT 2 Lot: 9 Section: 15 Township: 12N Range: 26E S2 SW4 SE4	1.13	2260	\$889.54	226
20158009X	SMITH GREGORY E	Subdivision: BIG SIX RANCHES UNIT 2 Lot: 9 Section: 15 Township: 12N Range: 26E NW4 NW4, EXC SWLY PORTION THEREOF	1.69	3380	\$510.10	338
20163063	RODRIGUES GARY V & NAKACHI MARIE E	Subdivision: CONCHO VALLEY UNIT 12 Lot: 63 Section: 8 Township: 12N Range: 26E	0.25	3300	\$8,937.11	330
20163066	RODRIGUES GARY V & NAKACHI MARIE E	Subdivision: CONCHO VALLEY UNIT 12 Lot: 66 Section: 8 Township: 12N Range: 26E	0.25	3300	\$8,273.66	330
20178043	MORRISON BRADLEY	Subdivision: CONCHO WEST SHORE LOT: 43, According to Book of Plats #9, Page #23, Records of Apache County Arizona	0.38	3300	\$12,073.46	330
20178044	MORRISON BRADLEY	Subdivision: CONCHO WEST SHORE LOT: 44, According to Book of Plats #9, Page #23, Records of Apache County Arizona	0.38	3300	\$12,073.46	330
20178045	MORRISON BRADLEY	Subdivision: CONCHO WEST SHORE LOT: 45, According to Book of Plats #9, Page #23, Records of Apache County Arizona	0.38	3300	\$12,073.46	330
20204018	MALTHOUSE JOHN R	Section: 23 Township: 12N Range: 27E N2 W2 SW4 SE4 SW4 EXC W 15' FOR RW	2.34	608	\$581.28	60.8
20242003T	THEMPLACKEL BABU JOSE & JOSEPH ANN	Section: 7 Township: 12N Range: 27 E NE4 NW4 NW4	10	2400	\$1,074.18	240
20242003V	THEMPLACKEL BABU JOSE & JOSEPH ANN	Section: 7 Township: 12N Range: 27E E2 SW4 NW4 NW4	5	1250	\$923.83	125
20349025	WOOD LUCY ARLENE	Subdivision: SAN JUAN MEADOWS Lot: 25, According to Book of Plats #4, Page #30, Records of Apache County Arizona	2.65	8480	\$534.62	848
20349029	PRISCO GREGORY W & MARY A JT	SAN JUAN MEADOWS, LOT: 29, According to Book of Plats #4 Page #30-31, Records of Apache County Arizona	1.06	3392	\$602.06	339.2
20349085	GOULD HOWARD SS	SAN JUAN MEADOWS, LOT: 85, According to Book of Plats #4, Page #30-31, Records of Apache County,	0.52	1664	\$1,947.35	166.4
20349099	MC CONNELL JULIUS	SAN JUAN MEADOWS, LOT: 99, According to Book of Plats #4 Page #30 & 31, Records of Apache County	1.06	3392	\$980.64	339.2
20349110	WOOD LUCY ARLENE	Subdivision: SAN JUAN MEADOWS Lot: 110, According to Book of Plats #4, Page #30, Records of Apache County Arizona.	1.64	5248	\$463.53	524.8
20349168	ALMAS INTERNATIONAL SS	San Juan Meadows, Lot: #168, According to Plat #4, Page #30, Records of Apache County Arizona	2.07	6624	\$2,317.43	662.4
20349188	LOEWEN LOREN DALE	SAN JUAN MEADOWS, LOT: 188, According to Book of Plats #4 Page #30 & 31, Records of Apache County Arizona	1.05	3360	\$2,633.91	336
20349257	IRMALYN L PEARCE 1993 TRUST PEARCE	SAN JUAN MEADOWS, LOT 257, According to Book of Plats #4, Page #30 & 31, Records of Apache County Arizona	1.05	3360	\$1,886.82	336
20349280	HARRIS CARLENE KATHLENE BURCHETT-P	SAN JUAN MEADOWS LOT: 280, According to Book of Plats #4, Page #30-31, Records of Apache County	1.51	4832	\$2,259.37	483.2
20349287	SILVA DENISE A	Subdivision: SAN JUAN MEADOWS Lot: 287, According to Book of Plats #4, Page #30, Records of Apache County Arizona	1.51	4832	\$695.66	483.2
20349347	COOVER COURTNEY M & CONNIE L JT	SAN JUAN MEADOWS LOT: 347, According to Book of Plats #4, Page#30-31, Records of Apache County Arizona	1.04	3328	\$3,901.34	332.8
20349357	CAUSGROVE WILLIAM F & MARY S JT	Subdivision: SAN JUAN MEADOWS LOT: 357, According to Book of Plats #4, Page #30-31, Records of Apache County Arizona	1.04	3328	\$590.10	332.8
20349360	VAN ROOYEN VIOLA SS	SAN JUAN MEADOWS LOT: 360, According to Book of Plats #4, Page #30-31, Records of Apache County Arizona	2.07	6624	\$2,453.66	662.4
20349400	ALMAS INTERNATIONAL SS	San Juan Meadows, Lot: #400, According to Plat #4, Page #30, Records of Apache County Arizona	1.94	6208	\$2,209.04	620.8
20349441	RADOMSKY GEORGE & JOAN O JT	SUBDIVISION: SAN JUAN MEADOWS LOT: 441, According to Book of Plats #4, Page #30-31, Records of Apache County Arizona	1.04	3328	\$597.57	332.8
20349451	HUFF DALE, HAMLIN BONNIE, HUFF HOWARD, HUFF LARRY GENE	SUBDIVISION: SAN JUAN MEADOWS LOT: 451, According to Book of Plats #4, Page #30-31, Records of Apache County Arizona	1.09	3488	\$609.30	348.8
20349452	BAFFORD PAUL A & SARA H (JT)	San Juan Meadows, Lot #452, According to Book of Plats #4, Page #30, Records of Apache County Arizona	1.04	3328	\$813.09	332.8
20349453	BAFFORD PAUL A & SARA H (JT)	San Juan Meadows, Lot #453, According to Book of Plats #4, Page #30, Records of Apache County Arizona	1.04	3328	\$813.09	332.8
20349471	OLSON LLOYD W & RUTH L JT	SAN JUAN MEADOWS, LOT: 471, According to Book of Plats #4, Page #30, Records of Apache County Arizona	1.04	3328	\$2,399.11	332.8
20349479	BAGLEY CHARLES & MAXINE JT	SUBDIVISION: San Juan Meadows Lot: 479, According to Book of Plats #4, Page #30-31, Records of Apache County Arizona	1.42	4544	\$5,177.16	454.4
20350284	CEJA SAUL AMEZCUA AMEZCUA MARIA TE	HACIENDA SAN JUAN Lot: 284 According to Book of Plats #6, Page #7, Records of Apache County Arizona	1.04	3328	\$389.41	332.8
20350289	RAY O L 50 UNDIVIDED INT RAY R W	HACIENDA SAN JUAN Lot: 289, According to Book of Plats #5 Page #18, Records of Apache County Arizona	1.22	3904	\$2,864.81	390.4
20350290	RAY O L 50 UNDIVIDED INT RAY R W	HACIENDA SAN JUAN Lot: 290, According to Book of Plats #5 Page #18, Records of Apache County Arizona	1.25	4000	\$1,588.95	400

20759068	KOZIK MATTHEW F & HELEN B JT	SUBDIVISION: BELL BRAND RANCHES UNIT 1-A LOT: 68, According to Book of Plats #4, Page #12, Records of Apache County Arizona	1	315	\$1,961.77	31.5
20759069	KOZIK MATTHEW F & HELEN B JT	SUBDIVISION: BELL BRAND RANCHES UNIT 1-A LOT: 69, According to Book of Plats #4, Page #12, Records of Apache County Arizona	1	315	\$1,961.77	31.5
21208001J	MASTERS THOMAS K MASTERS FINANCIAL	Subdivision: BIG VALLEY RANCHES POR LOT 75 Section: 10 Township: 13N Range: 26E S2 SW4 NW4 SE4	1.25	2500	\$815.05	250
21208001P	CAINE DOREEN	BIG VALLEY RANCHES POR LOT 75 Section: 10 Township: 13N Range: 26E S2 NW 4 NW4 SE4 EXC E2 THEREOF	2.5	5000	\$1,083.79	500
21208004D	BROWN KEVIN A	BIG VALLEY RANCHES POR LOT 80 Section: 10 Township 13N Range: 26E E2 SE4 NE4 NE4	5	10000	\$1,031.01	1000
21213006B	BJ S BROTHERS INVESTMENTS INC	BIG VALLEY RANCHES POR LOT 35 SECTION: 22 TOWNSHIP 13N RANGE: 26E NE4 NW4 SE4	10	11750	\$2,240.76	1175
21225582	DENNIS LILA & TEDDY RAE STARKEY	CONCHO PARK ESTATES, UNIT ONE, LOT 582, According to Book of Plats #5, Page #9, Records of Apache County Arizona	1.04	3300	\$548.35	330
21225618	BROWNING ELIZABETH	CONCHO PARK ESTATES UNIT 1 Lot: 618, According to Book of Plats # 5 Page #9, Records of Apache County Arizona	1.04	3300	\$2,823.69	330
21225632	SANTA ANA HEALTH CARE INC DEFINED	Subdivision: CONCHO PARK ESTATES UNIT 1 Lot: 632, According to Book of Plats #5, Page #9, Records of Apache County Arizona	1.04	3300	\$850.37	330

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name Emergency Management

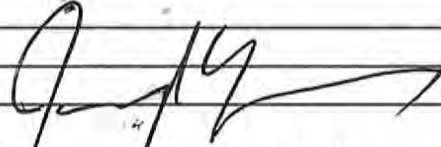
Date/Signature: 

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval of State Homeland Security Grant (Subrecipient Agreement Number 200100-02) in the amount of \$22,250 along with an extension for the grant due to NEPA study delays due to the COVID-19 Pandemic.

BOS Meeting Date: September 7, 2021


PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: 

Check if item does not require review

Finance Review: _____

Signature: 

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

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



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 18, 2020

Coordinator Haley Nicoll
Apache County Emergency Management
75 W Cleveland PO box 337
St Johns, AZ 85936-0337

Subject: FFY 2020 Homeland Security Grant Program Award
Subrecipient Agreement Number: **200100-02**
Project Title: **Green's Peak Phased Remodel**

Dear Coordinator Haley Nicoll,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Green's Peak Phased Remodel**" has been **fully funded** under the 2020 State Homeland Security Grant Program for **\$22,250**. The grant performance period is **October 1, 2020 to September 30, 2021**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2020 federal award date as indicated in the U.S. DHS award package is 9/01/2020 with a total amount of funding of \$25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2021, this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

and expenditures cannot take place until October 1, 2020. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink that reads "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

2020 State Homeland Security Grant Application

Submitted by Haley Nicoll on February 11, 2020 - 4:20pm

PROJECT ADMINISTRATION

PROJECT DESCRIPTION

Subrecipient Agreement #: 200100-02

Project Title: Green's Peak Phased Remodel

Project Summary:

The purpose of the 'Green's Peak Phased Remodel' is to update and replace a vital piece of infrastructure that provides emergency communications for the county and first responder agencies through southern Apache County resulting in more reliable communications that provides safer emergency operation and response. Apache County Emergency Management wants to fill the operational communication gap to ensure clear communication. The current equipment is outdated or currently is non-operational due to incorrect installation and age. In the last year, the power has been compromised at least four times. Each outage can last anywhere from one hour to multiple days. Our current generator has a successful ignition rate of less than fifty-percent. We need to have redundant power that is reliable and that we know will turn on without needing manual assistance. Due to the critical infrastructure located in Apache County, we feel especially vulnerable to acts of domestic and international terrorism along with natural hazards such as wildfires and snowstorms. These acts of terrorism could be against our multiple powerplants, airports, hospitals, and schools. This project will consist of multiple phases. Phase 1, which is what we are requesting this year, includes the purchasing of a new backup generator that powers all of the repeaters located on the Apache County Tower. The current generator is fifteen or more years old and was never installed correctly. Because of this, it is unreliable, and our repeaters have no form of backup power. If the power is out, it affects multiple responding agencies including fire and law enforcement personnel. Phase one also includes purchasing backup batteries that would be used to close the time gap between a power outage and the kickstart of the generator once it is warmed up. Phases two and three include purchasing a new building to house the equipment, and a new tower, as the current one is becoming old. All work will be completed by licensed and insured contractors with the assistance of Apache County personnel qualified in areas of expertise. Construction will follow the NEPA and permit guidelines set forth by forest service and other regulating authorities.

Organization Name:

Apache County Emergency Management

COMMENTS / REVIEW

Funding Year: 2020

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

Award Letter Date: September 18, 2020

EHP: B

APPLICANT CONTACT

Applicant Title:
Emergency Management Coordinator

Applicant Name:
Haley Nicoll

Applicant Email:
hnicoll@co.apache.az.us

Applicant Office Phone:
(928) 337-7927

Applicant Cell Phone:
(928) 551-2876

Address:
75 W Cleveland PO box 337
St Johns AZ 85936-0337

HEAD OF AGENCY CONTACT

Head of Agency Title:
Coordinator

Head of Agency Name:
Haley Nicoll

Head of Agency Email:
hnicoll@co.apache.az.us

Head of Agency Office Phone:
(928) 337-7927

PROGRAM CONTACT

Program Contact Title:
Emergency Management Coordinator

Program Contact Name:
Haley Nicoll

Program Contact Email:
hnicoll@co.apache.az.us

Program Contact Office Phone:
(928) 337-7927

Program Contact Cell Phone:
(928) 551-2876

FISCAL CONTACT

Fiscal Contact Title:
Emergency Management Coordinator

Fiscal Contact Name:
Haley Nicoll

Fiscal Contact Email:
hnicoll@co.apache.az.us

Fiscal Contact Office Phone:
(928) 337-7927

Fiscal Contact Cell Phone:
(928) 551-2876

Address:
75 W Cleveland, PO Box 337
St Johns AZ 85936-0337

AGENCY DEMOGRAPHICS

Number of sworn personnel: 0

Specialized Team Project Supports: None

INITIATIVES

Initiatives:

Strengthen Interoperable Communications Capabilities

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

Project Type: Develop/enhance interoperable communication systems

THREAT PROFILE

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

Active Shooter

Explosive Devices

Cyber Attack

Other

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

During acts of domestic and international terrorism, it is imperative that the responding personnel have uninterrupted, reliable communication. A simple power outage could stop this line of communication. Having a backup generator and the other equipment included in future phases of the project will eliminate this gap. Having more reliant forms of communication will allow for a better overall response to acts of terrorism and other emergencies and will essentially create a safer community. In the last year, there have been four known power outages. These outages are just the ones that we have been able to identify. At least two of those four outages required personnel to go to the top of Green's Peak and manually start the generator because it would not ignite on its own. This is a dangerous and time consuming task. Having the new equipment will eliminate this issue and allow for better communication between agencies.

3. Mission Area > Core Capability:

- Respond > Operational Communications

3a. Capability Target > POETE > Gap:

- Within 1 hour, establish interoperable communications between responders to ensure clear communication > Equipment > Interoperable communications between responders

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

The current equipment that we have includes a small building to house the repeaters, a small building for a generator, and a tower.

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

The current equipment is outdated and is not reliable. The generator is non-operational, meaning that lines of communication could be down for hours in the event of a power outage. Being able to have redundant power will allow responders to keep lines of communication open 24/7 with no interruptions. Interoperable communication is currently being interrupted and having this new equipment will allow Apache County to fill that gap.

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

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

This capability will be maintained through other grant opportunities and through regular maintenance on the equipment.

7. Does this project support a NIMS typed resource?: Yes

7a. Select NIMS Typed Resource:

Generators

8. Has your agency previously been awarded Homeland Security Grant Program (SHSGP, UASI and/or OPSG) funding to support this project/capability?: No

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

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

This will be completed through in-kind services provided by county employees and volunteers

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

All agencies who have repeaters on the tower will benefit directly from this. This includes the only dispatch center in the entire county, Greer Fire, Eagar Fire, Springerville Fire, Eagar Police, Springerville Police, White Mountain Ambulance, Apache County Sheriff's Office, and Apache County Roads districts 1, 2, and 3. Each one of these agencies will be able to have continual access to radio communications regardless of a power outage.

PLANNED PROJECT ACTIVITIES

PLANNED ACTIVITIES FOR QUARTER #1

For the first quarter, we will receive the award letter and get it approved through the Apache County Board of Supervisors.

PLANNED ACTIVITIES FOR QUARTER #2

For the second quarter, we will obtain the necessary quotes and schedule the installation

PLANNED ACTIVITIES FOR QUARTER #3

For the third quarter, the generator and the backup batteries will be installed and tested.

PLANNED ACTIVITIES FOR QUARTER #4

For the fourth quarter, we will work towards a reimbursement request from the Department of Homeland Security.

EQUIPMENT REQUEST

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Qty Awarded	Total Awarded
Item Name: Generator AEL: 10GE-00-GENR Description: This equipment will be hooked up to the Apache County Communications Tower on top of Green's Peak. It will be used as a backup power source.	The current equipment is over 15 years old and was never installed correctly. It has a successful ignition rate of less than fifty percent.	1	\$9,250	\$9,250	1	\$9,250
Item Name: Battery Power Plant AEL: 10BC-00-BATT Description: The backup battery plant will be placed inside the building and will be installed as a form of immediate backup power until the generator is warmed up and begins generating power	N/A	1	\$13,000	\$13,000	1	\$13,000
				\$22,250		\$22,250

Equipment Requested Total: \$22,250

Equipment Awarded Total: \$22,250

TRAINING REQUEST

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Training Request Total: \$0

Training Award Total: \$0

Does your agency have a MYTEP?: No

EXERCISE REQUEST

Description	Exercise Type	Backfill / Overtime	Workshops / Conference	Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
		\$0	\$0	\$0	\$0	\$0	\$0	\$0

\$0

Exercise Requested Total: \$0

Exercise Awarded Total: \$0

Does your agency have a MYTEP?: No

PLANNING REQUEST

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

\$0

Planning Request Total: \$0

Planning Award Total: \$0

ORGANIZATION ACTIVITY REQUEST

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

Organizational Activity Request Total: \$0

Organizational Activity Award Total: \$0

MANAGEMENT AND ADMINISTRATION REQUEST

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

M&A Total Requested: \$0

M&A Awarded Total: \$0

PROJECT REQUEST TOTAL

Cost Category	Total Requested	Total Awarded
Equipment Total	\$22,250	\$22,250
Exercise Total	\$0	\$0
Training Total	\$0	\$0
Planning Total	\$0	\$0
Organization Total	\$0	\$0
Project Total	\$22,250	\$22,250
	M&A Amount Requested	M&A Amount Awarded
Management and Administration	\$0	\$0
	Indirect Costs Requested	Indirect Costs Approved
Indirect Costs	No	No

INDIRECT COSTS

Is your agency seeking indirect costs?: No

Indirect Costs Approved: No

FUNDING PRIORITIES

Can partial funding be accepted in support of this project?: Yes

Funding Details:

Our grant application is for phase 1 of a three-phased project that will have a total cost of \$140,000. Phase 1 of the project will cost \$22,250.00. This dollar amount will cover a generator and backup batteries for our communications tower. If we were to be partially funded, our big priority would be to get a new generator. This would cost \$9,250. We would then make the backup batteries a separate phase of the project to be asked for at another time.

Project Administration Page

Grant #: **200100-02**

Subrecipient: **Apache County Emergency Management**

Project Title: **Green's Peak Phased Remodel**

Grant Program: **State Homeland Security Grant Program**

1. Unit of Government: **Apache County Emergency Management**

Point of Contact: **Haley Nicoll**

Subrecipient Address:

Street: **75 W Cleveland PO box 337**

City/State/Zip: **St Johns, AZ 85936-0337**

Head of Agency: **Coordinator Haley Nicoll**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(928) 337-7927**

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

2. Organizational Type: **County Government**

3. Region or Entity: **North Region**

4. Initiative Title: **Strengthen Interoperable Communications Capabilities**

5. Total Dollar Amount Requested: **\$22,250** Total Dollar Amount Awarded: **\$22,250**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Haley Nicoll

Print Name

Signature

Date

AZDOHS Staff:

Tim Baldwin

Print Name

Signature

Date

This form is to be signed and returned.

Project Administration Page

Grant #: **200100-02**

Subrecipient: **Apache County Emergency Management**

Project Title: **Green's Peak Phased Remodel**

Grant Program: **State Homeland Security Grant Program**

1. Unit of Government: **Apache County Emergency Management**

Point of Contact: **Haley Nicoll**

Subrecipient Address:

Street: **75 W Cleveland PO box 337**

City/State/Zip: **St Johns, AZ 85936-0337**

Head of Agency: **Coordinator Haley Nicoll**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(928) 337-7927**

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

2. Organizational Type: **County Government**

3. Region or Entity: **North Region**

4. Initiative Title: **Strengthen Interoperable Communications Capabilities**

5. Total Dollar Amount Requested: **\$22,250** Total Dollar Amount Awarded: **\$22,250**

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Subrecipient Project Point of Contact:

Haley Nicoll

Print Name

Signature

Date

AZDOHS Staff:

Tim Baldwin

Print Name

Signature

Date

This form is to be signed and returned.

SUBRECIPIENT AGREEMENT

20-AZDOHS-HSGP-200100-02

Between

The Arizona Department of Homeland Security

And

Apache County Emergency Management (DUNS# 866000385)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Apache County Emergency Management** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2020** and shall terminate on **September 30, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Green's Peak Phased Remodel**" and funded at **\$22,250** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2020-SS-00017-S01 and CFDA #97.067:

- a. Provide up to **\$22,250** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.
- e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. **APPLICABLE STANDARDS AND REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (*see* <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such

property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:

- a. Procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. For purposes of this Article AM “covered telecommunications equipment or services” means:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved

in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement 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 in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter 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. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

Subject: FFY 2020 Homeland Security Grant Program Award - EHP Level B Review
Subrecipient Agreement Number: **200100-02**
Project Title: **Green's Peak Phased Remodel**

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project requires an Environmental and Historic Preservation level: **B** review. Please download the Environmental and Historic Preservation Form at <https://azdohs.gov/grant-program-forms> under the GRANTS section. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

Below is the required information that should be included in your submission:

- Name of project, name of grant and subrecipient, grant award number, fiscal year, overall purpose, and estimated cost
- Physical address of where the project will be implemented (street address, city, and state, or latitude and longitude coordinates)
- Visual documentation including but not limited to color site/structure photographs; plans/drawings that define the size and precise location of proposed work; U.S. Geological Survey topographic maps; FEMA Flood Insurance Rate Maps; U.S. Fish and Wildlife Service National Wetlands Inventory and U.S. Army Corps of Engineers approved wetland maps, if available; U.S. Department of Agriculture



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

- soil survey maps and color aerial photographs
- Project description should include as applicable:
 - Dimensions/acreage/square footage of structure and/or land affected, with height and structural support information for all communication towers
 - Extent and depth of ground disturbance for new construction and structure modification, including trenching for utility lines, installation of fencing and light posts, tower footings and pads, etc.
 - Best management practices to be used for erosion and sediment control
- Special elements of the project, including:
 - Special equipment that will be used, staging areas, access roads, easements, etc.
 - Extent of structural modification
- Year building/structure was built
- Information regarding features, resources, and potential adverse impacts at or near the project area, including:
 - Water bodies (rivers, lakes, streams, wetlands, etc.), floodplains, and coastal zones
 - Historic and cultural resources (historic districts, buildings, landscapes, bridges, piers, dams, archaeological sites, etc.)
 - Migratory birds, threatened and endangered species, and/or critical habitat
 - Vegetation, including general types of plants, trees, or lack thereof
 - Geologic features, including soil and topography
 - Tribal cultural and religious sites and special areas (forests, wildlife refuges, reserves, etc.)
 - Community facilities and services (e.g. churches, schools, hospitals, etc.)
 - Hazardous wastes, superfund site, etc. (<http://www.epa.gov/enviro/html/em/> or <http://www.epa.gov/myenvironmental>)
 - Any recent or relevant studies, reports, or surveys that were prepared for other agencies or purposes and provide information on environmental resources and/or historic properties in the project area
 - Any agency coordination documents regarding environmental and/or historic resources

Subrecipients are responsible for the preparation of documentation required to fulfill compliance responsibilities under Federal EHP laws; this documentation may include, but is not limited to site studies, biological assessments, archaeological surveys, environmental assessments, and environmental impact statements. Furthermore, they are also responsible for implementation of any mitigation measures required to address potential adverse impacts that may have been identified during the EHP review process. **Costs associated with the preparation of these documents are allowable grant expenditures.**

To ensure that an EHP determination can be made without delay we ask that subrecipients comply with any requests for additional information from USDHS as soon as possible. However, if a subrecipient remains unresponsive for 12 weeks, the case will become inactive. Once a case has become inactive, the project will not be funded until the subrecipient has resubmitted a new and complete EHP review packet per Informational Bulletin 371 (IB 371).

SUBRECIPIENT AGREEMENT

20-AZDOHS-HSGP-200100-02

Between

The Arizona Department of Homeland Security

And

Apache County Emergency Management (DUNS# 866000385)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Apache County Emergency Management** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2020** and shall terminate on **September 30, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Green's Peak Phased Remodel**" and funded at **\$22,250** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2020-SS-00017-S01 and CFDA #97.067:

- a. Provide up to **\$22,250** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.
- e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. **APPLICABLE STANDARDS AND REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such

property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) **Programmatic Reports**
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:

- a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. For purposes of this Article AM "covered telecommunications equipment or services" means:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved

in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement 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 in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter 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. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

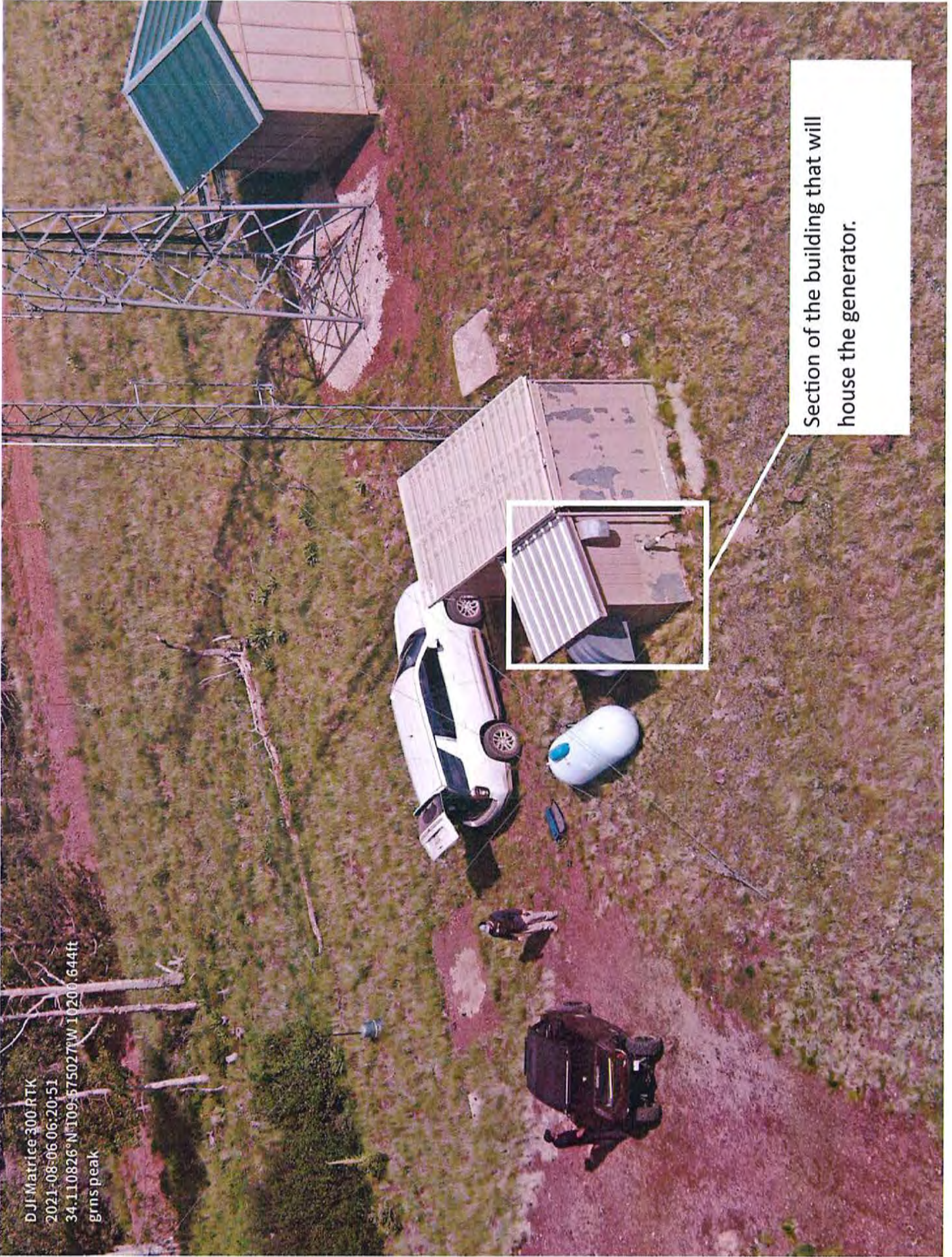
Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

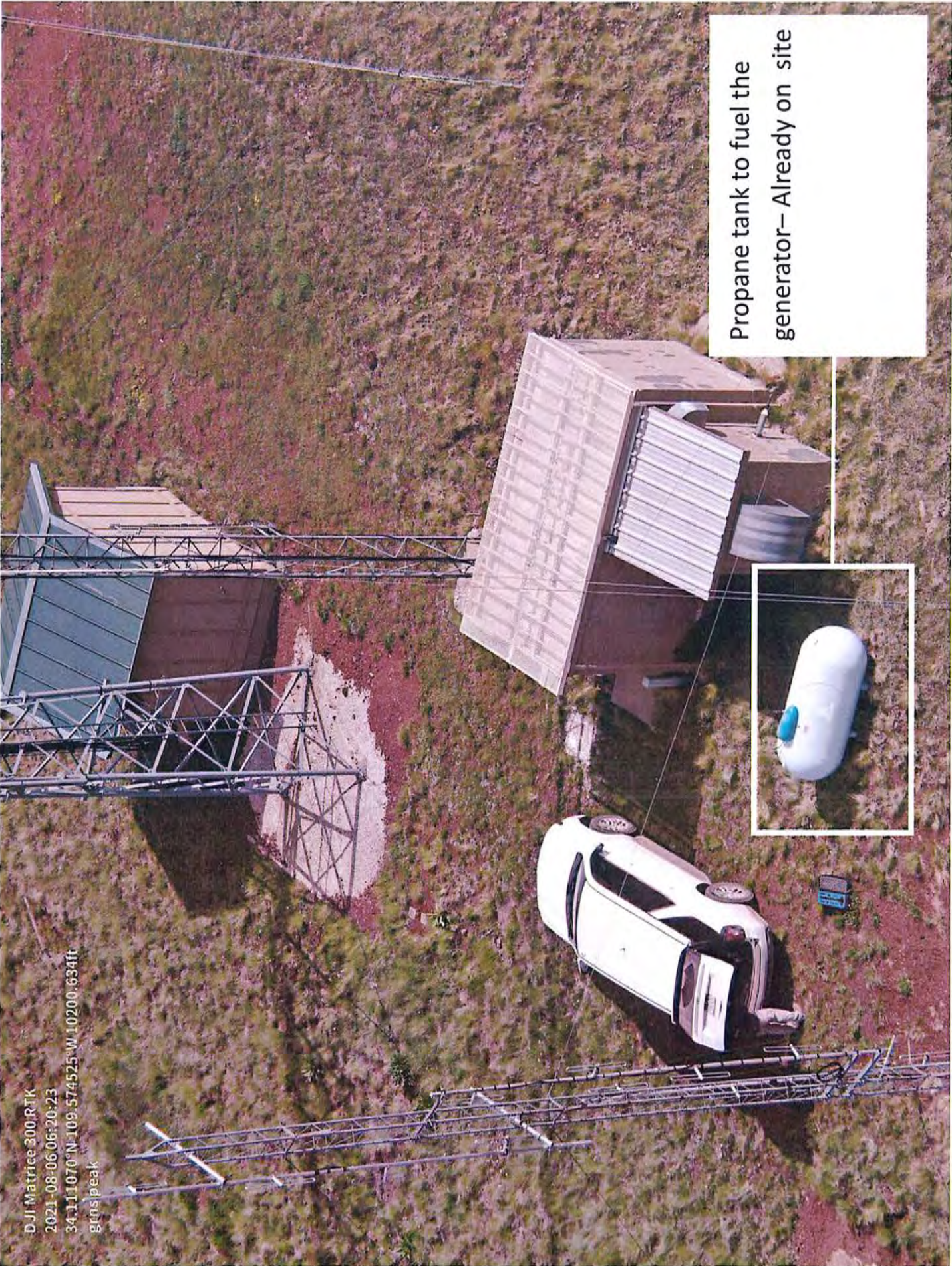
Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

DJI Matrice 300 RTK
2021-08-06 06:20:51
34.110826°N 109.575027°W 10200.644ft
grns peak



Section of the building that will
house the generator.



Propane tank to fuel the generator- Already on site



DJI Matrice 300 RTK
2021-08-06 06:20:23
34.111070°N 109.574525°W 10200.634ft
GRNS peak

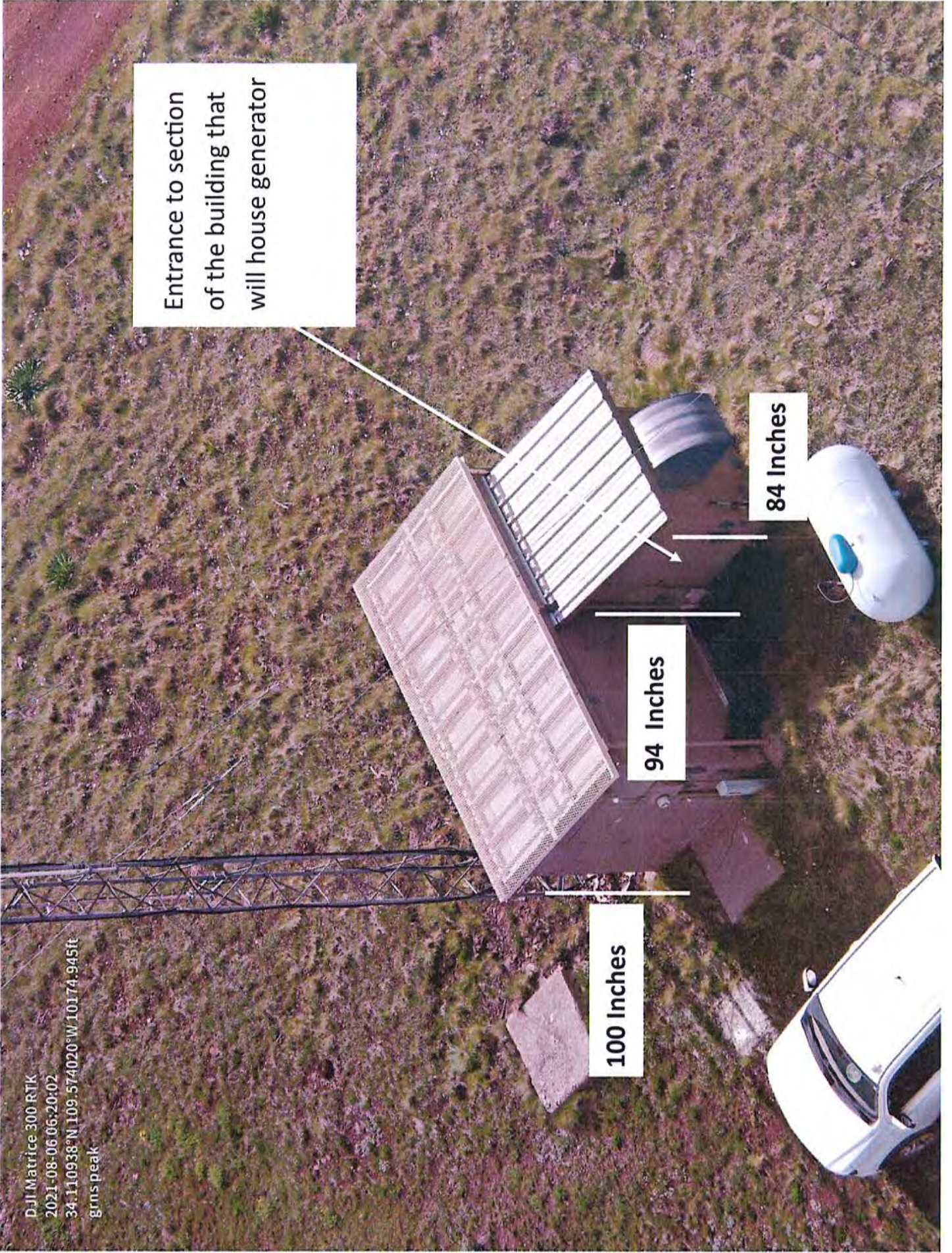
DJI Matrice 300 RTK
2021-08-06 06:20:02
34.110938°N 109.574020°W 10174.945ft
grns peak

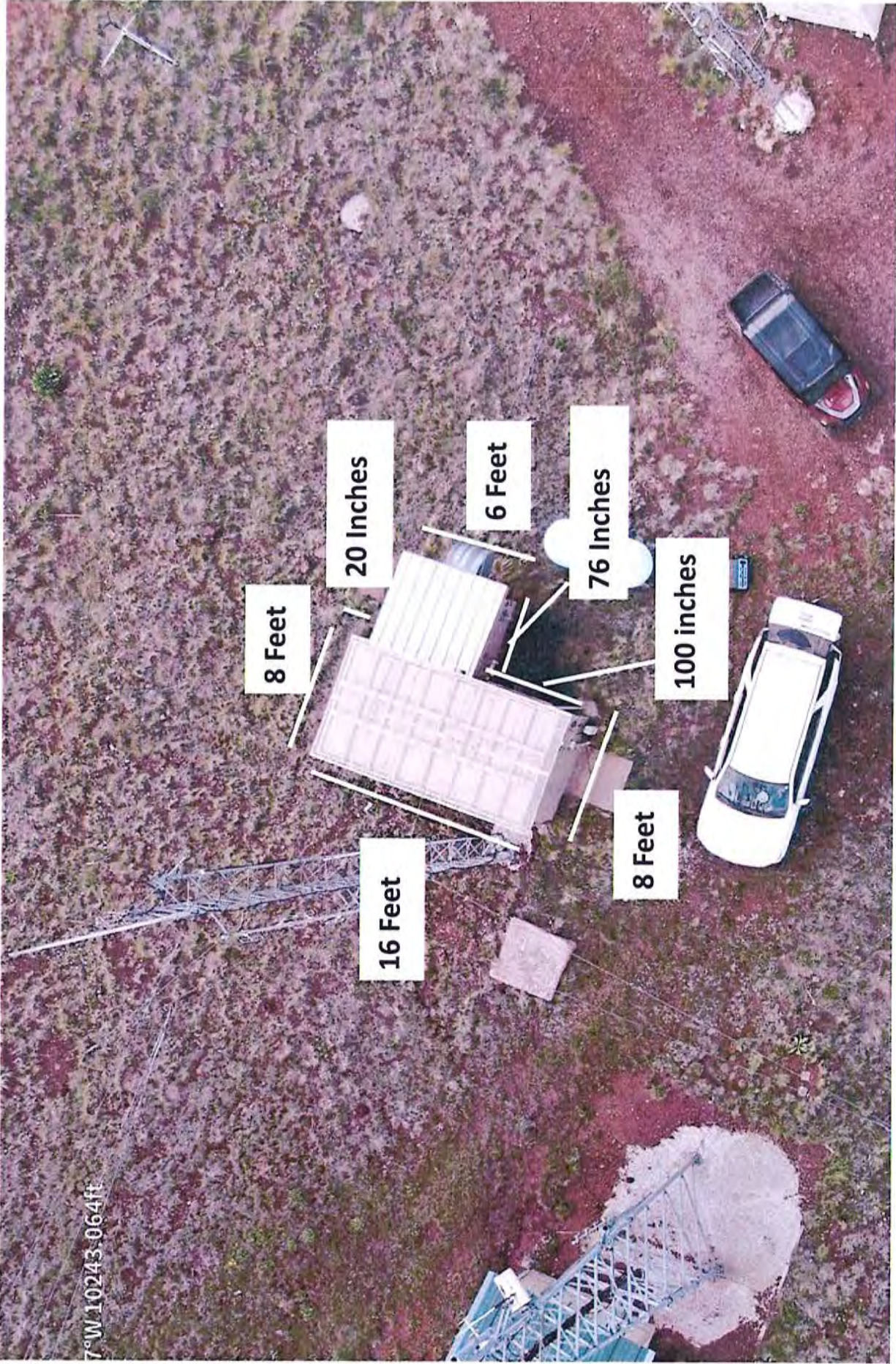
Entrance to section
of the building that
will house generator

100 Inches

94 Inches

84 Inches





7°W 10243-064ft

8 Feet

20 Inches

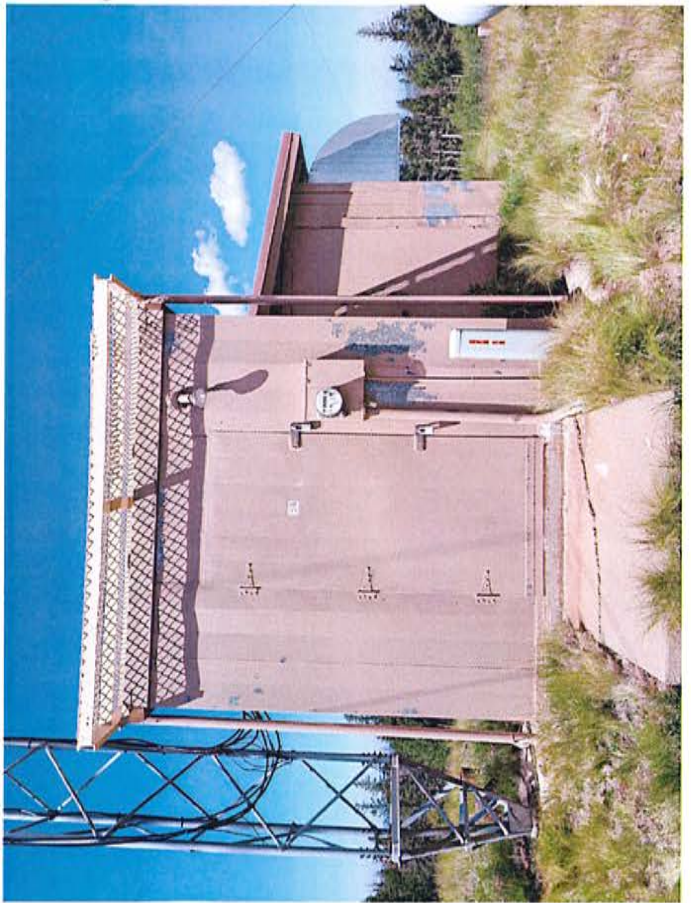
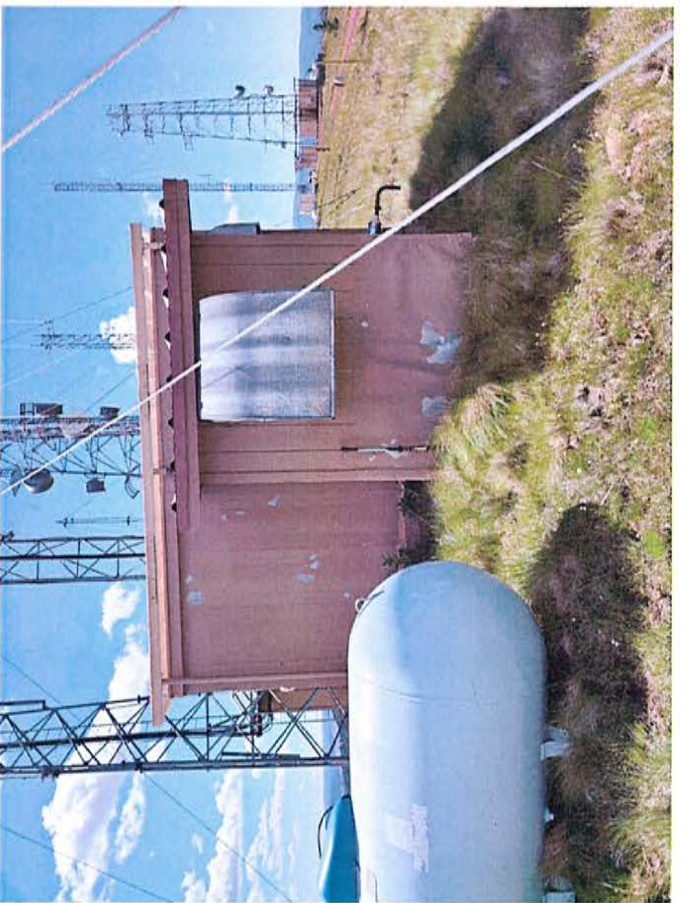
6 Feet

76 Inches

100 inches

8 Feet


16 Feet



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature: _____

 12 8/30/2021

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

Request approval and renewal of the IGA with the Northeastern Arizona Law Enforcement Training Academy to continue utilizing their AZ POST-approved facility to train and certify deputies hired and Appointed by the Sheriff's Office.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____



Finance Review: _____

Signature _____



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

**INTERGOVERNMENTAL AGREEMENT REGARDING
NORTHEASTERN ARIZONA LAW ENFORCEMENT TRAINING ACADEMY
(NALETA)**

This Intergovernmental Agreement ("Agreement") is made pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 among Navajo County Community College District ("District") and the Apache County Sheriff's Office, Apache County, Arizona.

1. **Purpose.** The purpose of this Agreement is to provide Northeastern Arizona with a Police Academy hereby called NALETA ("Northeastern Arizona Law Enforcement Training Academy") that can provide certified AZPOST (Arizona Peace Officer Standards and Training) training to students who meet AZPOST qualifications and are sponsored by a Law Enforcement agency.
2. **Duties and Responsibilities of District.** District shall operate and administer NALETA. District's operational and administrative responsibilities shall include, but not be limited to, (a) developing and providing the AZPOST curriculum to be used at NALETA; (b) scheduling courses at the NALETA, registering students at NALETA and administering transcripts for students at NALETA; (c) assisting instructors at NALETA; and (d) obtaining adequate insurance to cover liabilities that might result from damage to persons or property arising out of the operation of NALETA.
3. **Duties and Responsibilities of Cities, Towns and Counties.** Law Enforcement agencies participating in NALETA shall provide qualified instructors for all classes given at NALETA. Any compensation to instructors shall be the responsibility of the city, town, tribe or county that employs the instructor, and the other parties to this Agreement shall have no responsibility to provide such compensation. District shall have no responsibility to conduct classes for which the participating cities and towns do not provide qualified instructors with all necessary certification.
4. **Manner of Financing the Agreement.** Except as otherwise specified in this Agreement, each party shall be responsible for whatever costs that party incurs in connection with this Agreement. The District shall charge the Student enrolled in the Districts AJS102 "Intensive Police Academy" class held at NALETA a nonrefundable program and media fee based on the current class fee schedule. Any fees that are charged shall belong to District. Any reimbursement received from AZPOST for the successful completion of NALETA shall belong to the District.
5. **Enrollment of Students.** The participating cities, towns, tribes and counties shall be entitled to enroll employees in NALETA to the extent that the employees are qualified for enrollment as set forth by AZPOST Rules and Procedures Manual as set under the State of Arizona Rules of Authority A.R.S. §§ 41-1821 through 41-1828.01 and Arizona Administrative Code, Title 13-4-101 through 13-4-118 and that NALETA has the capacity to train those employees. District shall not be required to accept any employee for enrollment unless the city, town, tribe or county responsible for that employee has conducted a sufficient background check on the employee at its own expense as set forth by AZPOST regulations.
6. **Term and termination.** This Agreement shall expire on July 31, 2024. Any party may terminate the Agreement as of the end of any fiscal year by providing at least thirty (30) days'

prior written notice of its intention to do so to the other parties. Such early termination shall be effective only at the end of the fiscal year in which such notice is given. Upon termination of this Agreement, each party shall retain its own property.

7. **Immigration compliance.** As required by A.R.S. § 41-4401, each party certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement. Each party shall have the right to inspect the papers of the other party and of any subcontractors to ensure that this warranty is being complied with.

8. **Conflicts of interest.** As required by A.R.S. § 38-511, each party gives notice as follows that it may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

9. **Entire Agreement; Amendments.** This Agreement represents the entire Agreement of the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by all parties.

10. **Governing Law, Forum.** This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Navajo County, State of Arizona, provided that nothing herein shall be deemed a waiver either explicit nor implicit of the parties' sovereign immunity from suit.

11. **Insurance.** The participants will ensure that all parties will protect the other participants by providing insurance coverage in an amount no less than \$1,000,000 and naming each participant as an individual insured with the proper endorsements.

12. **Indemnification.** To the extent permitted by law, each party agrees (as indemnitor) 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) (collectively "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages. The obligations under this Section shall survive termination of this Agreement.

13. **No Joint Venture.** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

14. **Workman's Compensation.** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this specific Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

APACHE COUNTY

By: _____
(Authorized Signature)

Print Name: _____

Date: _____

ATTEST: _____

Board Clerk

Date: _____

NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Date: _____

ATTEST: _____

Board Clerk

Date: _____

ATTORNEY CERTIFICATION

The undersigned certify that they have reviewed the foregoing Agreement and that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.


Apache County Attorney

Kristin M. Mackin

Attorney for Navajo County Community College District

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature: _____  8-31-2021

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

Discussion and possible approval to a Memorandum of Agreement between the Chinle Unified School District and the Apache County Sheriff's Office for a School Resource Officer Program.

BOS Meeting Date Requested 9-7-2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

**MEMORANDUM OF AGREEMENT
BETWEEN
CHINLE UNIFIED SCHOOL DISTRICT
AND
THE APACHE COUNTY SHERIFF'S OFFICE
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

This agreement is made and entered into this _____ day of _____, 2021, by and between the Chinle Unified School District ("CUSD"), and the Apache County Sheriff's Office ("County").

- A. CUSD and the County desire to provide school security and related services to the Chinle Unified School District and its collaborating programs; and
- B. The School Resource Officer Program has been proposed as part of the Safe Schools/Healthy Students, as hereinafter described; and
- C. CUSD and the County recognize the potential outstanding benefits of the School Resource Program to the citizens of the Chinle community; and
- D. CUSD and the County have determined that it is in the best interest of the citizens of the Chinle community to establish and maintain the School Resource Officer program

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, CUSD and the County hereby agree as follows.

ARTICLE I

Establishment of a School Resource Officer Program

A School Resource Officer Program is hereby established in the Chinle Unified School District located within the exterior boundaries of the Navajo Nation and within Apache County in Arizona.

ARTICLE II

The rights and duties of the County, by and through the Apache County Sheriff's Office ("ACSO"), regarding the provision of three (3) School Resource Officers (individually an "SRO", or collectively the "SROs") as follows:

- A. School Resource Officers:
 - 1. ACSO shall hire and/or assign three (3) regularly employed police officers as SROs to the Chinle Unified School District for the purpose of this agreement.

2. The SROs will advocate on behalf of the Chinle Unified School District students by coordinating efforts with other agencies: (a) Navajo Police Department, Family Court, Prosecutor's Office, Juvenile Detention Facilities, and the Navajo Nation Division of Social Services; and (b) Apache County Sheriff's Department, Apache County courts, Apache County Attorney's Office, Apache County Juvenile Detention Facilities, and the Apache County department(s) responsible for social services, all to establish and maintain efforts to reduce and prevent crime and disorder and to decrease the fear of violence for students, school employees and visiting community members.
3. The SROs will assist in the coordination and implementation of all prevention activities, and the SROs will participate in prerequisite training as appropriate.
4. The SROs will provide technical assistance to the Superintendent and School Principals by integrating curriculum and giving presentations to students on Apache County and State of Arizona criminal law related education.
5. The SROs will assist the Superintendent and School Principals in an effort to reduce and prevent crime and disorder and to improve the quality of life and decrease the fear or violence for students, school employees, and visiting community members.
6. The ACSO shall directly supervise, monitor and oversee the SRO assignments, and shall perform scheduled or non-scheduled visits to the Chinle Unified School District schools.

B. Regular Duty Hour of the School Resource Officers:

1. The SROs shall be assigned to the Chinle Unified School District on a full-time basis for a duration of eight (8) hours on those days and during those hours that the school is in regular session. The SROs may temporarily be reassigned by the ACSO during school holidays and vacations, or during periods of police emergencies.
 - a. The SROs may act as an administrator for specialized tasks related to SRO duties, for short-term programs when invited to do so by the Superintendent, School Principals or authorized members of CUSD
 - b. The SROs will assist the Chinle Unified School District with an annual Safe and Sober Prom and Graduation campaign.
 - c. The SROs shall assist and participate in the community/school organized Red Ribbon campaign through classroom presentations and the recruitment of guest speakers.
 - d. The SROs shall assist in the implementation and coordination of GREAT, School Resource Program, LifeSkills training.
 - e. The SROs shall assist the Chinle Unified School District in establishing and participating in the School Safety Team.

2. Additional duties and responsibilities of the SROs:
 - a. The SROs shall coordinate all of their activities with the Superintendent and School Principals and will seek permission, advice, and guidance prior to enacting any program within the school.
 - b. The SROs shall develop expertise in presenting various topics to students. Topics shall include but not be limited to a basic understanding of the County's criminal and civil laws relating to personal misconduct, the role of police officers, the mission of the ACSO and the Chinle Unified School District student handbook which provides clear behavioral expectations and disciplinary policies for students. This handbook is to be provided to the students and parents with an orientation at the beginning of each schoolyear.
 - c. The SROs shall encourage individuals and small group discussions with students based upon materials presented in classes to further establish rapport with the students.
 - d. When requested by the Superintendent, the SROs shall attend parent/faculty meetings to solicit support and understanding of the program.
 - e. The SROs shall make themselves available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature. Confidential information obtained in the course of these conferences shall not be disclosed except as otherwise provided for by law or court order.
 - f. The SROs shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SROs shall assist with making referrals in cooperation with the school personnel to such agencies when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.
 - g. The SROs shall assist the Superintendent in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student violence and civil disorders.
 - h. Should it become necessary to conduct formal police interviews of any students, the SROs shall adhere to CUSD's policy, police policy, and legal requirements with regard to such interviews. (The officer will refer to what is required as established by police policies and any applicable tribal laws.)
 - i. The SROs shall take law enforcement actions as required in all cases where necessary. As soon as practicable, the SROs shall make the Superintendent or his designee of the school aware of such actions. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and/or school functions to the extent that the SROs may do so under laws of the Navajo Nation and consistent with the Mutual Aid Agreement between the Navajo Nation and the Apache County Sheriff's Office.
 - j. The SROs shall, whenever possible, participate in and/or attend school functions within the 8-hour work day set out in Article II, Section B (1) above
 - k. The SROs may be required to investigate potential criminal activity. School staff or members shall not interfere with the logical progress of any criminal investigation. Investigations must be conducted consistent with the Mutual Aid

Agreement between the Navajo Nation and the Apache County Sheriff's Office.

1. The SROs shall not act as a school disciplinarian since disciplining students is a school responsibility. However, if the Superintendent believes an incident is a violation of law, the Superintendent may contact the SROs, and the SROs shall then determine whether law enforcement action is appropriate. Law enforcement action shall be consistent with the Mutual Aid Agreement between the Navajo Nation and the Apache County Sheriff's Office. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is a problem area, the SROs may assist the school until the problem is solved.

ARTICLE III

Rights and Duties of the Governing Board

The CUSD shall provide to each full-time SRO assigned to the Chinle Unified School District the following: office space, supplies, and equipment all of which are deemed necessary in the performance of the SRO's duties; more specifically to include:

- A. Access to heated, ventilated, air-conditioned and properly lighted private office, which shall contain a telephone that may be used for general purpose.
- B. A secured location for files and records that can be properly locked and secured.
- C. A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
- D. Access to a laptop computer, presentation equipment, and/or secretarial assistance.
- E. CUSD acknowledges and recognizes that the SROs also provide police services to other communities from time to time. They recognize and concur that the SROs transport prisoners, process arrest documents and attend court hearings or trials. Moreover, they may from time to time be required to handle other administrative matters, tasks, and work.

ARTICLE IV

Financing of the School Resource Officer Program

SROs assigned pursuant to this agreement are not employees of the requesting party. The parties shall remain liable for their employees' salaries, workers' compensation protection and civil liabilities. Each SRO shall be deemed to be performing their regular tour of duties for the ACSO while performing services and activities under this agreement.

Nothing in this agreement shall be interpreted either expressly or impliedly as constituting a waiver of sovereign immunity by either party.

ARTICLE V

Employment Status of School Resource Officers

The SROs shall remain employees of the County and shall not be employees of CUSD. CUSD and the County acknowledge that the SROs are commissioned Senior Police Officers who shall uphold

the laws under direct supervision and control of the ACSO. The SROs shall remain responsive to the chain of command under the ACSO.

ARTICLE VI

Appointment of School Resource Officers

- A. The SROs must meet the following requirements:
1. The applicants must be volunteers for the position of the SROs.
 2. The SROs shall be commissioned ACSO Officers and must be certified by the Arizona Peace Officer Standard and Training (AZPOST).
 3. The SROs shall be cross-commissioned by the Navajo Nation Department of Public Safety consistent with the Mutual Aid Agreement between the Navajo Nation and the Apache County Sheriff's Office.

ARTICLE VII

Dismissal of the SROs; Replacement

- A. In the event the Principal of the school to which the SRO is assigned feels that the assigned SRO is not effectively performing his or her duties and responsibilities, the Principal shall recommend to the Superintendent of CUSD that the SRO be removed from the program at his or her school and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the Principal, the Superintendent or his designee shall advise the ACSO of the Principal's request. If the ACSO so desires, the Principal and the ACSO, or their designees, shall meet with the SRO to mediate or resolve any problems. If within a reasonable or mediated or in the event mediation is not sought by the ACSO, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
1. The ACSO may dismiss or reassign an SRO for cause. The removal shall be consistent with existing Departmental Rules and Regulations, General Orders, and/or Apache County and ACSO Personnel Policies and Procedures when in the best interest of the County.
 2. In the event of the resignation, dismissal, or replacement of an SRO or in the case of long-term absences by SRO, ACSO shall provide a temporary replacement for the SRO within five (5) school days on receiving notice of absence, dismissal, resignation, or reassignment. As soon as practicable, the ACSO shall hire a permanent replacement for each SRO position.

ARTICLE VIII

Termination of Agreement

This agreement may be terminated by either party upon ninety (90) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this agreement. Either party upon 180 days written notice may terminate this agreement without cause. Upon Termination of this agreement, any compensation that is due will be made to the County for all services performed to the date of termination. CUSD shall be entitled to a pro-rated refund for that period of time when each SRO's services are not provided because of termination of this agreement.

ARTICLE IX

Notices

All notices and communications required by this agreement shall be in writing, and shall be delivered either personally to the authorized representatives of CUSD or the County named below, or shall be mailed hereto by certified mail, postage prepaid, return receipt requested:

Quincy Natay, Superintendent
Chinle Unified School District
P.O. Box _____
Chinle, Arizona 86503
(928) 674-
email:

Sheriff Joseph Dedman, Jr.
Apache County Sheriff's Office
P.O. Box 518
St. Johns, AZ 85936

Apache County Board of Supervisors
P.O. Box 428
St. Johns, AZ 85936

ARTICLE X

Good Faith

CUSD, the County, and their agents and employees agree to cooperate in good faith in fulfilling the terms and conditions of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Sheriff, or their designees.

ARTICLE XI

Mutual Aid Agreement between the Navajo Nation and the Apache County Sheriff's Office

The Mutual Aid Agreement between the Navajo Nation and the Apache County Sheriff's Office that is dated February 6, 2004 is current and active, and is incorporated into this Agreement as

Exhibit A. Any provision of this agreement that is inconsistent with the current Mutual Aid Agreement between the Navajo Nation and the Apache County Sheriff's Office, dated February 6, 2004, the parties agree that the governing document will be the Mutual Aid Agreement between the Navajo Nation and the Apache County Sheriff's Office.

ARTICLE XII

Modification

This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by the party to be changed.

ARTICLE XIII

Non-Assignment

This agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of CUSD and the County is obtained.

ARTICLE XIV

Merger

This agreement constitutes the final written expression of all the terms and conditions of this agreement and is a complete and exclusive statement of those terms.

ARTICLE XV

Governing Law, Forum,

This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only the courts of Apache County, State of Arizona, provided that nothing herein shall be deemed a waiver either explicit nor implicit of the parties' sovereign immunity from suit.

APACHE COUNTY:

By: _____
Dr. Joe Shirley, Jr., Chairman

Date: _____

CHINLE UNIFIED SCHOOL DISTRICT:

By: _____
Quincy Natay, Superintendent

Date: _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney

Date/Signature: _____

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

County Attorney: Discussion and possible approval of an Attorney General's Office Program for Victim's Rights

FY2022, A.G. #: 2022-001 in the amount of \$15,322 for the period of July 1, 2021 through June 30, 2022.

BOS Meeting Date Requested: September 7, 2021.

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



State of Arizona
Office of the Attorney General
FY 2022 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2022-001

RECIPIENT

Name:	Apache County Attorney's Office
Contact:	John Robertson
Address:	P.O. Box 637, St. Johns, AZ 85936
Award Amount:	\$15,322.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting County Attorney as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 – Victims' Rights Fund.

This AGREEMENT is made this first day of July 2021, by and between the Arizona Attorney General, and the Apache County Attorney's Office, the "Contractor", to commence on July 1, 2021 and terminate June 30, 2022. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown \$15,322.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$15,322.00 award budget as follows:

Personnel: \$12,254.38 ERE/Benefits: \$3,067.62
 Title: Legal Assistant Percent: 39.38%
 Consulting: \$0.00 N/A
 Operating: \$0.00 N/A
 Equipment: \$0.00 N/A

- C. To complete and submit, on or before August 12, 2022, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
- D. To comply with FY 2022 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
- E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.
- G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
- H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.
- I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

- A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.
- B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.
- D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 12, 2022, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.
- E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Any and all award funds not expended by June 30, 2022, will be returned to the Attorney General.
- G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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

FOR THE ATTORNEY GENERAL:

 Jerry Connolly, Procurement Manager

 Date:

FOR THE CONTRACTOR:

 Authorized Signature

 Date:

 Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

 Clerk of the Governing Board (if applicable)

 Date:

 Legal Counsel (if applicable)

 Date:

8-9-21

**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 9/7/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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