



**Joe Shirley, Jr.**  
Vice Chairman, District I

**Alton Joe Shepherd**  
Supervisor, District II

**Nelson Davis**  
Chairman, District III

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

**March 1, 2022**

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

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING  
March 1, 2022**

1. Discussion and possible approval to accept eContent credit in the amount of \$5,043.82. The eContent includes eBooks, eAudios and streaming videos with no restrictions on the category of content we wish to purchase. There are no matching funds required and this funding is provided by the Arizona State Library as part of a statewide e-content initiative called Digital Discovery II.
2. Discussion and possible approval to close district libraries and the library administration office on March 30, 2022 for a one-day in-service training for staff.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING  
March 1, 2022**

1. Discussion and possible approval of IGA COVID-19 Expansion Project, Contract No. CTR58097, effective March 1, 2021 through May 1, 2023 in the amount of \$1,085,639.00. This grant allows the Health District to provide COVID-19 services to the residents of Apache County.
2. Discussion and possible approval of the CPR & First Aide Contract #2022-03-03APH with Northland Pioneer College to be held on March 3, 2022. The total fee for this service will be \$1,000 for two classes with up to 10 students per class.
3. Submission of a report from the State Inspection of the St. Johns and Round Valley Clinics per Arizona Administration Code for Outpatient Treatment Centers Title 9, Article 10, R9-10-1004-2. This includes identification of each concern about the delivery of services related to patient care and any changes made, or actions taken as a result of the identifications of concerns.
4. Discussion and possible approval to accept the Workforce Development Grant from the Arizona Department of Health Services in the amount of \$641,898.00 by entering into Intergovernmental Agreement #CTR054639. This grant requires an in-kind match and has been budgeted for in FY2022.
5. Discussion and possible approval to create and fill the following grant funded positions: two (2) Public Health Nurse R.N. (Range 56) positions, and one (1) Grant Manager (Range 52) position.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
March 1, 2022**

1. Finance Department: Presentation of the fiscal year 2020 audit report.
2. Economic Development, Preston Raban: Introduction and presentation of services offered by Little Colorado Meats.
3. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

**County Manager/Clerk of the Board:**

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between February 1, 2022, and March 1, 2022. Demands are

payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

- \*B. Request approval of minutes dated February 1, 2022.
- \*C. Request re-appointment of Steven G. Nicoll to serve a six-year term on the Apache County Industrial Development Authority, to expire March 5, 2028.
- \*D. District II: Request approval of a Letter of Support related to broadband infrastructure.

**Community Development:**

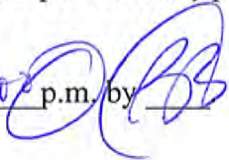
- \*E. Request approval to amend Article 23 Medical Marijuana of the Apache County Zoning Ordinance by adding Adult/Recreational Use and HEMP regulations and by changing the name of the article. The Planning and Zoning Commission unanimously recommended approval on January 6, 2022.
- \*F. Request approval of a conditional use permit allowing Wanda Caswell and Mary Lynn to place a 2002 manufactured home on a five-acre parcel. Property is located in Vernon, Arizona, A.P.N. 106-22-008K. The Planning & Zoning Commission unanimously recommended approval on February 3, 2022.

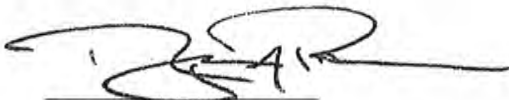
**Human Resources:**

- \*G. District I: Request approval to hire temporary Equipment Operator at a rate of \$15.00 per hour for twelve months.
  - \*H. District I: Request authorization to eliminate the following positions: Chief of Staff (Range 57), Public Works Foreman (Range 44), and an Administrative Coordinator (Range 42); and create two (2) Road Maintenance Worker (Range 40) positions.
4. Sheriff's Office: Discussion and possible approval to eliminate a Sergeant position (Range 51) and an Administrative Coordinator position (Range 42), and create a Public Information Officer Position (Range 55).
  5. Emergency Management: Discussion and possible approval to accept the Healthy Forest Initiative Grant #HFI 21-311 in the amount of \$100,000.
  6. Information Technology Department: Discussion and possible approval to enter into a contract for technical services with Scott Rogers regarding County networking issues, upgrading legacy systems, assisting in the transition to the new internet provider and other technical services as required.
  7. County Manager: Discussion and possible approval of a Lease Agreement with Alpine Sanitary District/Alpine Water Improvement District.

8. Engineering Department: Discussion and possible approval of Bid #2022-22 for contract trucking countywide.
9. Engineering Department: Discussion and possible approval to purchase two (2) new backhoes with two (2) trade-ins for District I, using District I funds, and utilizing Sourcewell Contract #032119-JDC for a total cost of \$284,700.39.
10. Engineering Department/District III: Following a possible executive session for legal advice pursuant to A.R.S. §38-431.03, directing the County Attorney to begin the condemnation proceeding for a right-of-way across parcel 107-18-357A. The 50-foot proposed right-of-way will reconnect County Route 8206 and reestablish public access to numerous subdivisions.
11. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
  - The Eastern Arizona Counties Organization meeting on March 16, 2022, at 3:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
  - Small Counties Forum meeting on March 16, 2022, at 5:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
  - The County Supervisors Association (CSA) meeting on March 17, 2022 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
12. 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 24<sup>th</sup> day of February 2022 @ 3:07 p.m. by 



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)

Library District, Dolly Patterson

Date/Signature: 2/11/2022 Dolly Patterson

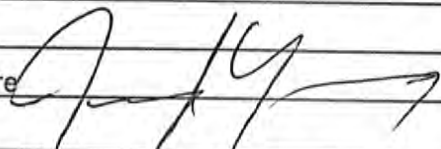
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to accept eContent credit in the amount of five thousand forty-three dollars and eighty-two cents (\$5,043.82). The eContent includes eBooks, eAudio, and streaming videos with no restrictions on the category of content we wish to purchase. There are no matching funds and this funding is provided by the Arizona State Library as part of a statewide e-content initiative called Digital Discovery II.

BOS Meeting Date Requested: March 1, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature 

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

Pros and cons for accepting eContent credit from the Arizona State Library, Archives & Public Records, a division of the Secretary of State.

Agenda item as written:

**Discussion and possible approval to accept eContent credit in the amount of five thousand forty-three dollars and eighty-two cents (\$5,043.82). The eContent includes eBooks, eAudios, and streaming videos with no restrictions on the category of content we wish to purchase. There are no matching funds and this funding is provided by the Arizona State Library as part of a statewide e-content initiative called Digital Discovery II.**

#### **Pros**

- These monies were given to us in content credit and virtually appeared in our OverDrive account as credit. We were told they were coming but were only given the amount of the credit on Thursday, February 3.
- Provides us with resources that will allow us to purchase titles and content recommended and requested by our patrons.
- There are no matching funds with these grants.
- The money has already been credited to our OverDrive account.

#### **Cons**

- Because the items are digital, there may be some patrons who cannot access them.
- I recognize no other "cons", as these additional funds, with no restrictions, will allow us to grow our online collection without affecting our current budget.

## Dolly Patterson

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**From:** Mary Villegas <mvillegas@azlibrary.gov>  
**Sent:** Thursday, January 13, 2022 1:50 PM  
**To:** Dolly Patterson; Ricketts, Amadee; William Ascarza; jsanders@gilacountyaz.gov; Victoria Silva; librarian; dumas@townofclifton.com; Parker Library- Tracy; Sharon Hillhouse; qsitelib@hotmail.com; Kim Eckhoff; jeremyreeder; polly.bonnett@mesaaz.gov; Anne Johnson; jessica\_jupitus@tempe.gov; Rita Hamilton; Terryann Lawler; jwhite@buckeyeaz.gov; nathaniel.washburn@peoriaaz.gov; mbeck@glendaleaz.com; kcpeters@scottsdaleaz.gov; Rachelle.Kuzyk; sbrown@wickenburgaz.org; Jacquelyn McCalvin; kathy.pennell; David Ehrensperger; Amber Mathewson; Annette.Leyva@Pascuayaqui-nsn.gov; alexander.conrad@pinal.gov; mtoledo@ak-chin.nsn.us; Amber Kent; pharrison; lwenzel@patagoniapubliclibrary.org; roger.saft; Corey.Christians@yavapaiaz.gov; SBRUNER@CHINOAZ.NET; jpoe@sedonalibrary.org; Kathy Hellman; RBIGELOW@COTTONWOODAZ.GOV; cvanharen@pvaz.net; jeromelibrary.jarvis; lisa.mendez  
**Subject:** [EXTERNAL]ACTION REQUIRED-Digital Discovery II eBook Initiative  
**Attachments:** PDF Distrubition 1-11-22.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings All,

We are excited to announce a statewide e-content initiative called Digital Discovery II. As with our previous initiative, this opportunity places funds in your vendor accounts to purchase e-content materials. E-content includes video, digital and audio, with no restrictions on the category of content you wish to purchase. However, if you choose to participate, funds must be used for items that are one copy-one user, and all content must be purchased by June 30, 2022. Funding is based on the number of library card holders for each library. The amount your library is eligible for is on the attached document.

Participants must respond to this short survey by January 31, 2022:

<https://azsos.libwizard.com/id/8db6f1fe156efd54bb6157da7283e8ff>

If you have any questions, please let me know.



Mary Villegas  
Tribal & Technology Consultant  
Library Development

Email: [mvillegas@azlibrary.gov](mailto:mvillegas@azlibrary.gov)  
Office: 602-542-6255

1700 W. Washington St. |B-002| Phoenix, AZ | 85007

*This message and any messages in response to the sender of this message may be subject to a public records request.*

## Dolly Patterson

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**From:** Mary Villegas <mvillegas@azlibrary.gov>  
**Sent:** Thursday, February 3, 2022 3:31 PM  
**To:** Dolly Patterson; Ricketts, Amadee; William Ascarza; evotruba@gilacountyaz.gov; dumas@townofclifton.com; Parker Library- Tracy; Sharon Hillhouse; dpierce@quartzsiteaz.org; lisa.gallegos@tolleson.az.gov; szapotocky@dfia.org; jessica\_jupitus@tempe.gov; Danielle Stanley; Stacey Stoll; Kathleen Wade; Jacobson, Marlene; Jones, Rebekka; sbrown@wickenburgaz.org; Jacquelyn McCalvin; WagneW@mohave.gov; David Ehrensperger; elizabeth.taylor@pima.gov; Annette.Leyva@Pascuayaqui-nsn.gov; mtoledo@ak-chin.nsn.us; Amber Kent; pharrison; lwenzel@patagoniapubliclibrary.org; sarah.willadsen@prescott-az.gov; corey.christians@yavapaiaz.gov; sjohnson@chinoaz.net; epetersen@sedonalibrary.org; Kathy Hellman; rbigelow@cottonwoodaz.gov; Michele Hjorting; lisa.mendez  
**Cc:** Abbey Patton  
**Subject:** [EXTERNAL]Digital Discovery II Final Amounts

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi All,

Thank you for your patience! The final allocation for you library is listed below and you can begin ordering titles.

For items you order, please keep in mind:

- These orders should not include preorder titles (aka titles that have not hit their street date yet).
- Use PO # 91810 to reference your order.
- Email Abbey your confirmation/receipt page as soon as you place your order.
- All items should be one-copy-one-user.
- Complete all orders by June 30, 2022.

If you have any questions, please let me know.

Library	Vendor	Total Allocation
Apache County	Overdrive	\$5,043.82
Cochise Library District	Overdrive	\$14,453.94
Flagstaff City-Coconino County	Overdrive	\$12,185.70
Gila County Library District	Overdrive	\$7,176.33
Clifton Public Library/Blue/Duncan	Overdrive	\$2,343.11
Parker Public Library	Overdrive	\$2,561.61
Centennial/Bouse	Overdrive	\$2,333.81
Quartzsite Public Library	Overdrive	\$3,170.65
Tolleson Public Library	Overdrive	\$3,310.70
Desert Foothills	Overdrive	\$2,447.06
Tempe Public Library	Overdrive	\$22,554.78
Phoenix Public Library	Overdrive	\$235,021.73
Buckeye Public Library System	Overdrive	\$10,053.40

Peoria Public Library	<u>Overdrive</u>	\$38,260.43
Glendale Public Library	Overdrive	\$33,565.31
Scottsdale Public	Overdrive	\$29,375.06
Wickenburg	Overdrive	\$1,689.11
Fort McDowell	Overdrive	\$1,707.05
Mohave County Library District	Overdrive	\$11,268.46
Navajo County Library District	Overdrive	\$9,744.34
Pima County Public Library	Overdrive	\$75,718.95
Dr. Fernando Escalante Library	Overdrive	\$2,749.21
Ak-Chin Indian Community Library	Overdrive	\$1,840.40
Casa Grande Library	Overdrive	\$9,548.96
Apache Junction Library	Overdrive	\$13,384.55
Patagonia Public Library	Overdrive	\$1,917.77
Prescott Public	<u>Overdrive</u>	\$7,151.69
Yavapai Library Network	Overdrive	\$3,313.51
Chino Valley Public Library	<u>Overdrive</u>	\$2,466.73
Sedona Public Library	Overdrive	\$3,300.55
Camp Verde Community Library	Overdrive	\$2,752.88
Cottonwood Public Library	Overdrive	\$3,514.94
Prescott Valley Public Library	<u>Overdrive</u>	\$5,854.94
Yuma County Library District	Overdrive	\$25,821.52



Mary Villegas  
Tribal & Technology Consultant  
Library Development

Email: [mvillegas@azlibrary.gov](mailto:mvillegas@azlibrary.gov)  
Office: 602-542-6255

1700 W. Washington St. | B-002 | Phoenix, AZ | 85007

*This message and any messages in response to the sender of this message may be subject to a public records request.*

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District. Dolly Patterson

Date/Signature: 2/11/2022 Dolly Patterson

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 close most district libraries and the library administration office for one day to hold an all-day, district wide Inservice Training for all staff. This Inservice has been held for at least 13 years, apart from the past two years due to the pandemic.**

BOS Meeting Date Requested: **March 1, 2022**

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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 \_\_\_\_\_

## **Pros and cons for library closure for Inservice 2022**

Agenda item as written:

**Discussion and possible approval to close most district libraries and the library administration office for one day to hold an all-day, district wide Inservice Training for all staff. This Inservice has been held for at least 13 years, apart from the past two years due to the pandemic.**

### **Pros**

- Inservice facilitates the training, at one time, of all library district staff on policies, procedures, software, programming, customer service, safety, and so forth. This fosters consistency and sharing of ideas.
- Gathering once a year as a district enables staff to get to know one another better, which develops a sense of "team" and cohesiveness among our co-workers in the various libraries. This, in turn, increases communication and the sharing of methods and ideas.
- The library district has had quite a turnover of employees since the last Inservice was held in 2019. Administrative staff have observed some holes or inconsistencies in training with new staff, as well as some deviation from some basic procedures that all staff could use a review of.
- We feel it is important to be able to acknowledge and thank staff for all their hard work and perseverance in maintaining operations throughout the pandemic.
- Real-time discussion of issues or concerns that a library feels only affects them but can have implications for all libraries.
- This closure does not affect the Greer and Vernon Library as both of these libraries are already closed on Wednesdays.

### **Cons**

- Holding the Inservice requires a day-long closure of most of our libraries and the District Administration office.

**Proposed Agenda for Library District Inservice**  
**March 30, 2022**  
**St. Johns Public Library Conference Room**

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**Introductions and “get to know you activity”.** (A lot of new staff in the 2 years since our last Inservice.)

**Training & Review**

- **Dolly** (*Network Work Administrator & currently “acting” Director*)
  - State-of-the-District. Review of some Library District and County policies and procedures. Review and light training of some software used in the district.
- **Jaymie** (*Library District Head of Public Services*)
  - Review of public service policies and procedures, scheduling/calling out sick, programming and promotion of library holdings and programs.
- **Jeri** (*Purchasing, Supply Orders, Cataloging*)
  - Review of book and supply ordering procedures, and information needed for efficient cataloging of items
- **Michelle** (*Acquisitions Clerk*)
  - Financial log/reporting review
- **Ted** (*Library District Maintenance Supervisor*)
  - Maintenance and emergency procedures review

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**Lunch**

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**Concerns, questions, sharing of ideas, discussion.**

**Recognition and thank you’ s** to the various libraries and their staff for all of their hard work and dedication through the craziness of the pandemic.

**Retirement (belated) recognition of former Director SueAn Stradling-Collins**

**Travel back to various libraries.**

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: 2-7-2022

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

ACPHSD requests discussion and possible approval IGA COVID-19 Expansion Project, Contract No. CTR58097 effective March 1, 2021 through May 1, 2023 in the amount of \$1,085,639.00 This grant allows the ACPHSD to continue to provide COVID-19 services to the residents of Apache County.

BOS Meeting Date Requested 3-1-2022

PRE-AGENDA ITEM REVIEW

Legal Review: Approved. See attached email.

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 \_\_\_\_\_

## Kimberly Penrod

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**From:** Celeste Robertson <crobertson@apachelaw.net>  
**Sent:** Monday, January 3, 2022 7:51 AM  
**To:** Stephanie McCarthy  
**Cc:** Kimberly Cole; Kimberly Penrod  
**Subject:** [EXTERNAL]RE: [EXTERNAL]IGA CTR058097 for signature - COVID-19 Expansion  
**Attachments:** COVID-19 Expansion Project IGA Signed.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Stephanie,

Attached is the first page with my signature. I reviewed the IGA and it contains all necessary provisions and is good to go. If you have any questions or need anything further, please let me know.

**Celeste Robertson**  
Deputy County Attorney  
Apache County Attorney's Office  
E: crobertson@apachelaw.net  
P: (928) 337-7560

---

**From:** Stephanie McCarthy <smccarthy@co.apache.az.us>  
**Sent:** Wednesday, December 29, 2021 3:47 PM  
**To:** Celeste Robertson <crobertson@apachelaw.net>  
**Cc:** Kimberly Cole <kcole@co.apache.az.us>; Kimberly Penrod <kpenrod@co.apache.az.us>  
**Subject:** FW: [EXTERNAL]IGA CTR058097 for signature - COVID-19 Expansion

Celeste,

Please find attached our ELC Expansion Project IGA. Will you please review when you have time. We will plan to present this to the BOS at the February 1st meeting.

**From:** Christine Ruth <christine.ruth@azdhs.gov>  
**Sent:** Wednesday, December 29, 2021 12:22 PM  
**To:** Stephanie McCarthy <smccarthy@co.apache.az.us>  
**Cc:** Eugene Livar <eugene.livar@azdhs.gov>; Scott Lunn <scott.lunn@azdhs.gov>; Janene Anderson <janene.anderson@azdhs.gov>  
**Subject:** [EXTERNAL]IGA CTR058097 for signature - COVID-19 Expansion

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**INTERGOVERNMENTAL AGREEMENT  
(IGA)**

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

**Contract No. CTR058097**

Project Title: COVID-19 Expansion Project

Begin Date: March 1, 2021

Geographic Service Area: Apache County

Termination Date: May 1, 2023

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

Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

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

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No.: _____</p> <p>Tax License No.: _____</p> <p><b>Apache County Public Health Services District</b> <b>75 West Cleveland Street</b> <b>St. Johns, AZ 85936</b></p>	<p align="center"><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: <u>Stephanie McCarthy, Interim Director</u></p> <p>Phone <u>(928) 337-7945</u></p> <p>Cell: _____</p> <p>E-mail: <u>smccarthy@co.apache.az.us</u></p>
<p align="center"><b>CONTRACTOR SIGNATURE:</b></p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <hr/> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p><u>Ramón Valadez, Chairman</u></p> <hr/> <p>Print Name and Title</p>	<p>This Contract shall henceforth be referred to as Contract No. <u>CTR08097</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____, 202__</p> <hr/> <p align="center"><b>Procurement Officer</b></p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> <p>Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.</p> <p><u><i>Celeste Robertson</i></u> <u>1/3/2022</u></p> <hr/> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p><u>Celeste Robertson - Deputy County Attorney</u></p> <hr/> <p>Print Name and Title</p>	<p><b>Contract No. CTR058097</b>, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:</p> <hr/> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR058097	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
  - 1.2 "ADHS" means Arizona Department of Health Services.
  - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 "Days" means calendar days unless otherwise specified.
  - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
  - 1.13 "May" means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
  - 1.14 "Must" means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
  - 1.15 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and make written determinations with respect to the Contract.
  - 1.16 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within ADHS. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
  - 1.17 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

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- 1.18 "Scope of Work" means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.19 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.20 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS Program staff or a designee, once per year.
- 1.21 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.22 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

**2. Contract Type.**

This Contract shall be:

Cost Reimbursement

**3. Contract Interpretation.**

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

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**4. Contract Administration and Operation.**

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

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4.10. Property of the State.

- 4.10.1. *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.
- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

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4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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

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

## 5. Costs and Payments

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

### 5.2. Recoupment of Contract Payments.

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

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

5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

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- 5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
- 5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.
- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

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## 6. Contract Changes

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. Exclusions. Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required

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insurance, bonds, licenses or permits.

7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement

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Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
  - 9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

**10. Contract Termination**

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the

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amount of three times the value of the Gratuity offered by the Contractor.

- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

## 11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract 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,

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**12. Communication**

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

**13. Client Grievances**

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

**14. Sovereign Immunity**

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

**15. Administrative Changes**

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

**16. Survival of Terms After Termination or Cancellation of Contract**

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

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

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

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or

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sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**18. Comments Welcome**

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

**19. Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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

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

**21. §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

21.1. Recipients and sub-recipients are prohibited from obligating or expanding loan or grant funds to:

21.1.1. Procure or obtain;

21.1.2. Extend or renew a contract to procure or obtain; or

21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).

21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

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- 21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 government of a covered foreign country.

**22. Technology Replacement**

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

**23. Authorization for Provision of Services**

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

**25. Public Health Emergencies:**

25.1 In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:

- 25.1.1. Approval from ADHS shall be requested prior to reassignment of staff.
- 25.1.2. Reassignment must be voluntary;
- 25.1.3. Locations for reassignment must be covered under the public health emergency; and
- 25.1.4. Any reassignment of staff shall be considered approved until further notice from the ADHS or until the Governor declares an end to the public health emergency.

25.2 ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

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

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

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**26. AMERICANS WITH DISABILITIES ACT OF 1990.**

- 26.1 The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 26.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

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

- 27.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 27.2 Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.
- 27.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 27.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs); and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.
- 27.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 27.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 27.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

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- 27.8 Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by Grantee within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 27.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 27.10 Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website: <https://gao.az.gov/publications/saam>. Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 27.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 27.12 Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 27.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 27.14 Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 27.15 Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached Link: <https://harvester.census.gov/facweb/default.aspx/>
- 27.16 Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 27.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
- 27.18 Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
- 27.19 Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

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- 27.20 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 27.21 Grantee certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

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<b>CTR058097</b>	<b>SCOPE OF WORK</b>

**1. Background**

- 1.1 Apache County is one of the largest Counties in the United States consisting of over 11,000 square miles. Despite its size, Apache County is rural with a unique diversity. Two-thirds of Apache County lies on the Navajo Nation, the largest Native American Sovereign Nation in the United States. At approximately 72,000 residents, Apache County is the tenth most populated County in Arizona. Thirty-four percent (34%) of those citizens live below the poverty line. With the average median household income for residents listed as \$32,508, Apache County is the poorest County in Arizona as well as the third poorest County in the United States.
- 1.2 The rural demography of Apache County, its poverty level, combined with the COVID-19 pandemic has identified several areas of improvement needed to ensure the overall health and wellness of its citizens. The County has a grave need to update technology and security measures, and the ability to staff a second clinical location to assist the greater number of citizens. This project will improve surveillance and reporting of electronic health data, enhance workforce capacity and coordinate and engage local partners.

**2. Goals**

- 2.1 The purpose of this funding and Agreement is to provide improved surveillance and reporting of electronic health data, enhance workforce capacity and coordinate and engage with local partners. These goals will be accomplished with the implementation of updated computer hardware and software, funding for additional clinical staff and the ability to engage local partners through outreach efforts in all of the rural communities.

**3. Tasks**

The County shall:

- 3.1 Upgrade allocation of laptops/workstations for employees to allow flexibility in completing job duties at all County locations;
- 3.2 Provide system uniformity for seamless connectivity to the server and consistent program updates, leading to greater efficiency and use of time at County locations;
- 3.3 Allow all employees to assist clinical services in an emergency situation;
- 3.4 Upgrade to a Voice Over Internet Provider (VOIP) communication system to increase communications in and out of the office in a cost-effective manner. This will increase efficiency, connectivity and productivity in the County health clinics;
- 3.5 Upgrade the telephone system to be better prepared in an emergency; and
- 3.6 Achieve the overall goal to improve the County's ability to manage the spread of COVID-19, its variants, engage community partners, address the changing needs of the citizens, perform community outreach and workforce expansion, including grant accounting and management.

**4. Approvals:**

- 4.1 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work;

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- 4.2 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the County and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 4.3 The monthly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment;
- 4.4 Quarterly progress report of all project activities and final summary report of project and milestones achieved through project efforts; and
- 4.5 If applicable, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items and must be approved in advance by ADHS. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an Agreement Amendment.

**5. Requirements**

- 5.1 The County shall notify ADHS of any funding being redirected from the budget to other areas of the project or for uses for prior approval, including any changes of the Scope of Work of the submitted project;
- 5.2 The Contractor, and any subcontractors, shall be required to provide reports requested by ADHS in a format specified by ADHS; and
- 5.3 The Contractor shall ensure that all Contracts or Agreements established with subcontractors shall be compliant with all Federal and State allowable costs and all services provided must be allowable and approved by ADHS under the CDC's ELC K-12 Reopening COVID funding. A copy of all subcontracts shall be provided to ADHS. <https://www.cdc.gov/ncezid/dpei/elc/resources.html>;

**6. Deliverables and Delivery Schedule**

**The Contractor shall submit the deliverables listed below to the ADHS Program Manager:**

- 6.1 Contractor Expenditure Report (CER) to ADHS within fifteen (15) days after the end of the preceding monthly, for example April 15<sup>th</sup>, May 15<sup>th</sup>, June 15<sup>th</sup>, and July 15<sup>th</sup>;
- 6.2 Provide a weekly report to ADHS with the number of new cases, investigations and contact tracings conducted (completed, lost to follow up, refused, returned) including compiling and reporting COVID-19 testing, case investigation, and contact tracing data in ADHS-approved state investigation data management system or other approved format, unless otherwise submitted by the County;
- 6.3 Provide quarterly progress reports of all project activities and final summary report of project milestones achieved through project efforts.

**7. Notices, Correspondence, and Reports**

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

Arizona Department of Health Services  
 Bureau of Epidemiology & Disease Control  
 Eugene Livar, Chief  
 150 18<sup>th</sup> Avenue North  
 Phoenix, AZ 85007  
 Email: Eugene.Livar@azdhs.gov  
 Telephone: (602) 364-3846

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Scott Lunn, ELC Grants Manager  
Bureau of Epidemiology and Disease Control Services  
Arizona Department of Health Services  
Mobile: 480-416-9205  
Email: [scott.lunn@azdhs.gov](mailto:scott.lunn@azdhs.gov)

Janene O. Anderson, Contract Manager  
Bureau of Epidemiology & Disease Control  
Arizona Department of Health Services  
Mobile: 480-243-3996  
Email: [janene.anderson@azdhs.gov](mailto:janene.anderson@azdhs.gov)

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

Apache County Public Health Services District  
75 West Cleveland Street  
St. Johns, Arizona 85936  
Attention: Stephanie McCarthy, Interim Director  
Telephone: (928) 337-7945  
Email: [smccarthy@co.apache.az.us](mailto:smccarthy@co.apache.az.us)

CTR058097	INTERGOVERNMENTAL AGREEMENT (IGA)
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Cost-Reimbursement Price Sheet March 1, 2021 – May 31, 2023	
ACCOUNT CLASSIFICATION	LINE ITEM TOTALS
SALARIES AND WAGES	\$643,695.00
FRINGE BENEFITS	\$206,185.00
EQUIPMENT	\$55,255.00
SUPPLIES	\$144,050.00
INDIRECT COSTS	\$36,454.00
<b>TOTAL \$1,085,639.00</b>	
<p><i>If applicable, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items.</i></p> <p><i>Transfers <u>exceeding ten percent (10%)</u> <u>or to a non-funded line item</u> shall require an Agreement Amendment.</i></p>	

## EXHIBIT ONE (1)

Recipient's name: Arizona Department of Health Services

Recipient's unique entity identifier: 804745420

Federal Award Identification Number (FAIN): NU50CK000511

Federal award date: January 14, 2021

Period of Performance start and end date: January 15, 2021 – July 31, 2023

Total amount of the Federal award: \$418,951,181

Federal award project description: 2019 Epidemiology and Laboratory Capacity, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021

Name of the Federal awarding agency and contact information of the awarding official: Centers for Disease Control and Prevention


Catalog of Federal Domestic Assistance (CFDA) number: CFDA 93.323

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: 02/14/2022

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

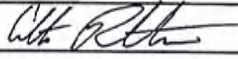
ACPHSD requests discussion and possible approval of the CPR & First Aide Contract #2022-03-03APH with Northland Pioneer College to be held on March 3, 2022. The total fee for this service will be \$1,000.00 for two classes with up to 10 students per class.

BOS Meeting Date Requested 03/01/2022.

PRE-AGENDA ITEM REVIEW

Legal Review:

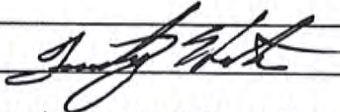
Signature



Check if item does not require review

Finance Review:

Signature



Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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



# Northland Pioneer College

## COMMUNITY & CORPORATE LEARNING

Apache County Public Health  
75 W Cleveland St  
St. Johns, Arizona 85936

Date: February 8, 2022

Katie Matott  
Northland Pioneer College  
Community and Corporate Learning Specialist  
P.O. Box 610  
Holbrook, Arizona 86025

Apache County Public Health  
CPR & First Aide  
February 18-20, 2022  
Contract Reference No. **2022-03-03APH**

Northland Pioneer College is a comprehensive community college providing Northeastern Arizona's Apache and Navajo Counties with higher education and specialized instruction services since 1974. Northland Pioneer College's commitment is to provide an educational network, which delivers educational services at over 100 locations plus consumer sites, through effective accredited instructional programs and leading-edge technology.

The Community and Corporate Learning Department has operated since July 2000. Community and Corporate Learning provides the community and business/industry with proven training services designed to enhance employee value and strengthen business effectiveness. Community and Corporate Learning programs are cost effective, customized, innovative, and flexible. Community and Corporate Learning programs are designed to contribute economic development and promote occupational skill development.

**Apache County Public Health – CPR & First Aide – March 3, 2022. There will be two (2) classes of four (4) hour trainings for a total of eight (8) hours of training. Contract Reference No. 2022-03-03APH.**

### Course Information

Northland Pioneer College (NPC) Community & Corporate Learning (CCL) department will provide Apache County Public Health (client) with CPR & First Aide training. The classes will be held on March 3, 2022 from 8:00 am until 12:00 pm (Class 1) and 1:00 pm until 5:00 pm (Class 2). Training will be conducted at Apache County Board Room located at 75 W. Cleveland, St. Johns, AZ by William Prentice (instructor). The training dates are dependent on receiving Arizona Department of Health Services approval prior to the scheduled training dates, which will be requested by the instructor. This will be a closed course and only available to students approved by Apache County Public Health.

Classroom instruction will be exclusively held at the Apache County Board Room. All classroom instruction must adhere to Northland Pioneer Colleges academic and safety standards. The client will be responsible for acquiring all insurance, including liability insurance, that will cover the students and

instructor at their facility for this class. Instruction will be done in accordance with the most current CDC guidelines and all PPE for students, instructor, and proctor (if applicable) will be supplied by Apache County Public Health.

Upon completion, each student will receive certification cards which will be recorded and filed for by a third-party contract coordinated by CCL. There will be no college credit issued for this class.

This Agreement is entered into in accordance with Arizona Revised Statutes § 11-251.

CCL shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

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

Fees

The total fee for this service will be \$1,000.00 for two classes up to 10 students per class (maximum class size). This fee includes instructor, course materials, and administration fees. There will be no reduction in fees if less students than the maximum class size attends.

The *instructor fee* will be charged for each completed class. This is a flat fee that will be charged regardless of the class size. The instructor will provide all necessary educational presentation and testing supplies and materials to complete the course.

The *recording fee* is charged per training session, up to 24 students. If less than 24 students attend, there will be no reduction in cost. This is a pass-through expense from a third party.

*Administration Fee* is the program cost related to the contract management, scheduling, and coordination paid to CCL.

If a public community member is approved by the Apache County Public Health Department to attend this training, the community member can pay CCL individually for their portion of the training. The rate for one community member is \$50 and will be deducted from the total amount due by Apache County Public Health on the final invoice.

EMT Refresher Course Training Fees:

	Unit Price	Quantity	Line Total
Instructor Fee	\$800.00	1	\$800.00
Recording Fee	\$50.00	1	\$50.00
			\$850.00
Administration Fees			\$150.00
<b>Total fee</b>			<b>\$1,000.00</b>

Contract Cancellation

Either Party may terminate this Agreement at any time with 30 days written notice to the other party. In the event both Parties wish to mutually terminate this Agreement, the date of termination shall be as agreed by the Parties without regard to the notice provision. In the event this Agreement is terminated, CCL shall work with the client to facilitate an orderly transition of work in progress, and the client agrees to immediately pay any outstanding invoices. No courses will be completed after the agreed termination date.

If the client needs to cancel or reschedule the course, they must contact CCL no later than 48 hours prior to the start of the class. If CCL is not informed of the cancelation, the client will be charged the Instructor Fee and the Administration Fees. Rescheduling the course will be dependent on the availability of the instructor. Accommodations will be made for unexpected circumstances.

Billing:

All billing invoices will be sent to the designee determined by Apache County Public Health, and sent via email from CCL. We respect and understand the time needed to get checks processed by Apache County Public Health. To maintain program integrity and keep the program viable, Apache County Public Health will be given (60) sixty calendar days from the date of the invoice until payment must be received by the Business office in Holbrook. If payment is not received after (60) sixty calendar days, there will be a 10% late fee penalty assessed to that invoice and billed to Apache County Public Health immediately.

Payment can be made to **Northland Pioneer College - Business Office, PO Box 610, Holbrook, AZ 86025**

Signing this contract assures the acceptance of fees and terms outlined in this proposal by Apache County Public Health - Contract Reference No. **2022-03-03APH**.

**Apache County Public Health**

**NPC Budget Manager**

Name: \_\_\_\_\_

Name: Jeremy Raisor

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: Dean of Career and Technical Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Submitted by:

Katie Matott  
Northland Pioneer College  
CCL Specialist  
(928) 536-6244  
[kathryn.matott@npc.edu](mailto:kathryn.matott@npc.edu)

Cc: File  
Ruth Zimmerman, Director of Nursing and Allied Health  
Michelle Prentice, Program Coordinator for EMT Department  
Terrie Shevat, Executive Assistant to the Vice President for Administrative Services

## Nicole Ulibarri, Apache County Coordinator

**Public Notice of Nondiscrimination:**

Northland Pioneer College does not discriminate on the basis of race, color, national origin, veteran status, religion, marital status, gender, age or disability in admission or access to, or treatment or employment in its educational programs or activities. District grievance procedures will be followed for compliance with Title IX and Section 504 requirements. The Affirmative Action Compliance Officer is the Director of Human Resources, 2251 E. Navajo Blvd., Holbrook, Arizona 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, Arizona 85901, (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs. Revised 9-12-14.

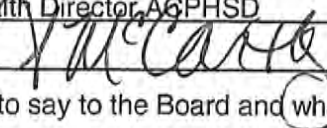
Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Stephanie McCarthy, Interim Health Director, ACPHSD

Date/Signature: 01/24/2022



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

ACPHSD is submitting a documented report to the Board of Directors from the State Inspection of the St. Johns and Round Valley Clinics per Arizona Administration Code for Out Patient Treatment Centers Title 9, Article 10, R9-10-1004-2. This includes identification of each concern about the delivery of services related to patient care and any changes made or actions taken as a result of the identifications of concerns.

BOS Meeting Date Requested 03/01/2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

# PLAN OF CORRECTION

## St. Johns Clinic

Apache County Public Health Services District	110 East 1 <sup>st</sup> St S, St. Johns, AZ 85936	OTC 4620 Event # SP1L11	Date Survey Completed 12/21/2021
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RULE OR STATUTE	PROVIDERS PLAN OF CORRECTION	ID PREFIX TAG	DATE COMPLETED
<p><b>R9-10-1004.1 Quality Management</b> An administrator shall ensure that:</p> <p>1. A plan is established, documented, and implemented for an ongoing quality management program that, at a minimum includes:</p> <p>This RULE is not met as evidenced by: Based on facility documents and interview, the Department determined the administrator failed to ensure that the Quality Management Program was developed, documented, and implemented that includes collection of data, analyzing of date, and making changes if necessary, regarding delivery of services related to patient care, which poses the potential risk that concerns are not identified and corrected.</p> <p><b>Findings include:</b> A policy titled "Clinical Services Quality Improvement Plan" revealed" ...Each Family Planning Chart... is thoroughly checked for accuracy using the chart review check sheet .... Annually.... Four Quality Improvement Plans (QIP) will be implemented including: Goals....time-framed measures... projects.</p> <p>Quality quarterly committee meeting notes, chart audits, quality projects, and goals were requested. None were provided.</p>	<p>Please find attached the FY 2018 as well as the FY 2019 Clinical Services Quality Improvement Plan. These were the only two items which could be located for previous Quality Improvement plans.</p> <p>Please find attached the FY 2021-2022 proposed Quality Improvement Plan.</p> <p>Apache County had a lot of staff layover since 2020. The majority of our team is new to their positions and we are learning on a daily basis. We were able to locate the previous "Chart Audit Form" for Family Planning charts (see attached).</p> <p>The "Chart Audit Form" was updated and will be applied for January 3, 2022 Family Planning charts as well as moving forward for all other 2022 FP/Well Woman clinics.</p>	A380	

# PLAN OF CORRECTION

## St. Johns Clinic

<p><b>R9-10-1004.3 Quality Management</b>  An administrator shall ensure that:  3. The report required in subsection (2) and the supporting documentation for the report are maintained for at least 12 months after the date the report is submitted to the governing authority.</p> <p>This RULE is not met as evidence by: Based on the review of documentation provided and the lack of presentation of any additional documentation prior to the exit conference and interview, the Department determined that the agency failed to maintain evidence of a 12-month report to the governing authority related to Quality Plan activities for the surveyor's review. This deficient practice poses a potential risk to the health and safety of patients if the facility did not submit a report to governing authority evaluating their services by identifying and tracking trends affecting patient care.</p> <p><b>Findings Include:</b>  A copy of the facility Quality Management Report that is provided to the governing body for the prior 12 months of their Quality Plan activities was requested. No governing authority meeting minutes were provided.</p>	<p>The next Apache County Board meeting will be in mid-February. We will try to get our FY2021-2022 Quality Improvement Plan on the Agenda and will provide follow up documentation as soon as available.</p>	<p>A398</p>	
<p><b>R9-10-1029 A.2. Emergency and Safety Standards</b>  A. An administrator shall ensure that policies and procedures for providing emergency treatment are established, documented, and implemented that protect the health and safety of patients and include:</p>	<p>The outdated emergency kit which was observed on 12/21/2021 has been disposed of.</p> <p>A new emergency kit has been ordered and was delivered with Amazon. (See attached documentation)</p>	<p>A3975</p>	<p>01/04/2022</p>

# PLAN OF CORRECTION

## St. Johns Clinic

<p>2. A system to ensure medications, supplies, and equipment are available, have not been tampered with, and, if applicable, have not expired.</p> <p>This Rule is not met as evidenced by: Based on review of facility policy, observation on tour, facility documents and interviews, the Department determined that the administrator failed to ensure a system to ensure medications, supplies, and equipment are available, have not been tampered with, and, if applicable, have not expired. Failure of staff to check and discard used supplies could result in harm to a patient.</p> <p><b>Findings include:</b>          Observation on tour 12/21/21, revealed emergency kit with an inventory dated 4/9/2003. A recent inventory check of the emergency kit was requested. None was provided.          A policy regarding emergency supplies and equipment was requested. None was provided.</p>	<p><b>Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose Aid Cabinet 1100 pieces.</b></p> <p><b>Inventory list for emergency kit attached.</b></p> <p><b>The monthly "First Aid Kit Inspection Record" has been attached to the cabinet and will be completed on a monthly basis by Patricia Hall (Administrative Assistant) for both locations.</b></p> <p><b>In case the side seal has to be broken and items are being used for an emergency situation it will be listed on the "First Aid Kit Inspection Record" as well.</b></p>		
<p><b>R9-10-1029. C.3 Emergency and Safety Standards</b>          C. An administrator shall ensure that:          3. An evacuation drill is conducted on each shift at least once every 12 months.</p> <p>This RULE is not met as evidence by: Based on facility policy and staff interview, the Department determined the facility administrator failed to ensure an evacuation drill is conducted at least once every 12 months which poses a potential risk that patients and staff are not able to evacuate the facility in a timely manner and do not know the safe meeting</p>	<p><b>Please see the attached documentation for the 12/28/2021 and 01/19/2022 fire drill for the St. Johns Clinic.</b></p> <p><b>Fire drills will be conducted twice a year. Documentation will be kept in a folder at the front desk for future survey reviews.</b></p> <p><b>Attached find the 01/05/2022 Fire Inspection for the St. Johns Clinic.</b></p>	<p><b>A4025</b></p>	<p><b>01/19/2022</b></p>

# PLAN OF CORRECTION

## St. Johns Clinic

<p>place in the event of a fire or disaster.</p> <p><b>Findings include:</b> Documents were requested verifying that an evacuation drill was conducted on each shift at least once every 12 months. No documentation was provided for the surveyor to review.</p> <p>Policy titled "Fire Drill" revealed..." Fire drills will be conducted two times a year...."</p>			
<p><b>R9-10-1029.D.2.a.iii Emergency and Safety Standards</b> D. An administrator shall ensure that an outpatient treatment center has either: 2.The following: a. A smoke detector installed in each hallway of the outpatient treatment center that is: iii. Tested monthly, and</p> <p>This RULE is not met as evidenced by: Based on review of facility documents, policy and staff interview, the Department determined the administrator failed to ensure smoke detector inspections were conducted monthly. Failure to ensure monthly smoke detector inspections are completed is potential risk for harm for patients and staff that are not abler to be alerted to exit the facility in case of a fire.</p> <p><b>Findings include:</b> Observations on tour on 12/22/2021, revealed that the facility had smoke detectors. The documentation of the monthly tests of the smoke detectors was requested. No documentation was presented.</p>	<p>Please see the smoke detector Inspection Checklist for the St. Johns Clinic for Dec. 2021 and Jan. 2022.</p> <p>The smoke detectors will be tested/inspected monthly by Patricia Hall (Administrative Assistant) for both locations. Documentation will be kept at the Front Desk for future surveys.</p>	<p>A4095</p>	<p>01/03/2022</p>

# PLAN OF CORRECTION

## St. Johns Clinic

<p><b>R9-10-1030. Physical Plant, Environmental Services</b></p> <p>A. An administrator shall ensure that:</p> <p>6. Equipment at the outpatient treatment center is:</p> <p>c. Used according to the manufacturer's recommendations; and</p> <p>This RULE is not met as evidenced by: Based on observation, manufacturers guidelines and staff interview, the Department determined that the administrator failed to ensure that supplies used in the delivery of patient care were dated when opened and that the quality control was completed and logged, which poses the potential risk to health and safety is patients are treated with outdated, ineffective supplies and equipment.</p> <p><b>Findings include:</b>          Observation on 12/21/2021, revealed a Regeant Urine Test Strips, dated 7/31/2021, and no control test logged for the box when opened.</p> <p>The manufacturer's guidelines for the test dipsticks required: ". Positive and negative external control be run with each new lot, every 30 days once open and as deemed necessary by your internal laboratory procedures...."</p>	<p>Due to the upcoming expiration date of the Urine Test Strips the box has been disposed of.</p> <p><b>We have ordered Multi-Parameter Urine Test Strips which are individually wrapped and have a longer expiration date.</b></p> <p><b>UHCTLS Urine/HCG Liquid Control Drops for this particular Urine Test Strip has been ordered as well. (see attached documentation)</b></p> <p><b>Please see attached the Control testing logs for HemoCue Control Testing, HIV Testing, Urinalysis Control Testing, HCG Test Control, BinexNOW Control Testing which the Clinic will use in case the listed tests are offered at either clinic.</b></p> <p><b>Documentation will be kept in a folder in the Lab.</b></p>	<p>A4315</p>	<p>01/19/2022</p>
<p>_____ Administrator Signature</p>			<p>_____ Date Signed</p>

**A380**

**Quality Management**

**PROPOSED**

**QUALITY IMPROVEMENT FY 2021-2022 –**

**For Board Approval**

**ST. JOHNS & RV CLINIC**

# QUALITY IMPROVEMENT

## FISCAL YEAR 2021-2022

Quarter	Team Lead	Project Description	Goals and Objectives
<p><b>April through June 2021</b></p>	<p>Corinna Waddell TAPI</p>	<p>Improve billing timeframe/ complete back logged billing to become current</p>	<p>Improve immunization appointment and billing turnaround timeframe.</p> <ul style="list-style-type: none"> <li>• Hire clinical staff with the ability to multitask.</li> <li>• Receive additional training from TAPI for new staff.</li> <li>• Create more time for billing</li> </ul>
<p><b>July through Sept. 2021</b></p>	<p>Tina Padilla Corinna Waddell Estella Sandoval Jasmin Sanchez</p>	<p>1. Improve patient file organization/ space limitations</p>	<p>Since Apache County Public Health does not have a EMR (Electronic Medical Records) database the files were alphabetized and a excel spreadsheet was created to make it easier for the nurse to locate the paper patient chart. RV &amp; SJ Clinic.</p> <p>Due to space limitations, files which were older than 7 years were sorted out and prepared for destruction to create more room in the filing cabinets.</p> <p>Archive Boxes were labeled for pediatric, adult, Moderna, J&amp;J COVID charts.</p>
	<p>Corinna Waddell Tina Padilla</p>	<p>2. Improve/update patient forms</p>	<p>Review forms for state/program requirements, updated or additional/missing documentation implemented.</p> <ul style="list-style-type: none"> <li>• Address each program VFC, VFA, COVID Vaccinations, regular immunizations.</li> <li>• Compare old documentation to current documents.</li> <li>• Contact State Contact for updated documentation. (Rose, Brenda)</li> </ul>

<p><b>Oct. through Dec. 2021</b></p>	<p>Corinna Waddell IT Department Kim Cole Tina Padilla</p>	<p>1. Improve call efficiency/ phone technical issues</p>	<p>Ensure that all clinical services staff answer all phones when they ring. Ensure phone line issue at St. Johns clinic will be resolved to avoid losing phone calls/not being able to hear patients due to static/ phone calls not going thru.</p> <ul style="list-style-type: none"> <li>• Order new analog phones for St. Johns Clinic.</li> <li>• Keep in contact with IT in regards to solutions.</li> <li>• Use cell phone to forward main phone calls to improve connection quality.</li> <li>• Address phone line issues at RV Clinic.</li> <li>• Return phone call promptly or ask team members to make calls.</li> <li>• Train new front desk staff in regards to answering phone calls/scheduling.</li> </ul>
	<p>Destiny Jensen Brad Cain Megan Ray Tina Padilla Corinna Waddell</p>	<p>2. Inventory of medical supplies</p>	<p>Assure that supplies are available when needed and there are no supplies that are expired.</p> <ul style="list-style-type: none"> <li>- Perform monthly inventory of supplies, vaccines and birth control (Family Planning supplies)</li> <li>- Keep track of expiration dates in ASIS to reorder supply of item before expiration</li> <li>- Monitor usage of supplies to prevent overstocking, wastage, and expense.</li> </ul>
<p><b>January through March 2022</b></p>	<p>Megan Ray Brad Cain Tina Padilla</p>	<p>Improve quality control of tests</p>	<p>Assure that all tests have quality controls performed to assure compliance</p> <ul style="list-style-type: none"> <li>• Ensure compliance with CLIA testing</li> <li>• Follow manufacturer guidelines and instructions</li> <li>• Create quality control log forms for BinaxNOW, UA strips, HCG, HIV and HemoCue and keep on file</li> <li>• Order quality control materials</li> </ul>

<p><b>April through June 2022</b></p>	<p>Corinna Waddell Tina Padilla Kim Cole</p>	<p>Implement/improve patient satisfaction survey which is currently only used for Family Planning patients.</p>	<p>Improve patient experience and the quality of care for all patients of the Apache County Public Health Services District.</p> <ul style="list-style-type: none"> <li>• Meet with Kim, Stephanie, Destiny and Tina to develop new patient survey which applies to all patients.</li> <li>• Provide survey in English and Spanish</li> <li>• Ensure survey will be added to patient packages at check-in.</li> </ul>
<p><b>July through Sept. 2022</b></p>	<p>Corinna Waddell All- Staff</p>	<p>Improve staff training/education</p>	<p>Assure staff receives appropriate job-related training and collect completed training certificates.</p> <ul style="list-style-type: none"> <li>• Have staff sign on to train.org website.</li> <li>• Have supervisor select training courses for staff for 2022 (Nurses, front desk, customer service, HIPAA, Quality Improvement etc.)</li> </ul>
<p><b>October through December 2022</b></p>	<p>Tina Padilla Corinna Waddell</p>	<p>Improve/review Family Planning, Blood Draw, Immunizations, COVID Vaccine and COVID Testing documentation</p>	<p>Assure that patient forms are filled out accurately and required information is filled in.</p> <ul style="list-style-type: none"> <li>• Monitor if documentation is looked at by front desk staff at check-in.</li> <li>• Monitor for RN names stamps and signatures.</li> <li>• Monitor for filled in VIS dates and Lot #, expiration date on immunization record.</li> <li>• Monitor for RN signatures on COVID documentation.</li> <li>• Apply corrective action if possible.</li> </ul>

**A380**

**Quality Management**

**Previous**

**QUALITY IMPROVEMENT FY 2018 & FY2019**

**—**

**ST.JOHNS & RV CLINIC**

# Quality Improvement

## Fiscal Year 2018

Quarter	Team Lead	Project Description	Goals and Objectives
July through September	Carla Walker Maribel Ramirez	Improve flow of clients from the reception desk to the back office	<p>Improve collaboration between the front desk and back office staff</p> <ul style="list-style-type: none"> <li>• Ask for feedback from Maribel</li> <li>• Invite Maribel to team meetings</li> <li>• Improve sign in sheet/process for both English &amp; Spanish speaking clients</li> <li>• Train relief staff</li> <li>• Laminated Patient Rights &amp; Privacy Notice and pre-load to clip boards</li> <li>• Have Maribel collect money for TB tests</li> </ul>
October through December	Angela Kimmins	Improve labeling of birth control handed out by Deb Smalley	<p>Ensure that 100% of birth control pills are labeled before dispensing by Deb Smalley, FNP</p> <ul style="list-style-type: none"> <li>• Create labels for each kind of pill</li> <li>• Clip labels to the discharge instructions for each kind of pill</li> <li>• Stack labels on the desk used by the NP under the prescription pad</li> </ul>
January through March	Cleeta Keller	Improve call efficiency	<p>Ensure that all Clinical Services Staff answer all phones when they ring</p> <ul style="list-style-type: none"> <li>• Staff will monitor one another's message lights and return calls if staff are not in the office</li> <li>• Use wipe board in front office so that Maribel knows who is here and who is out</li> <li>• Use and share Outlook calendars</li> <li>• Remind team when you are taking time off or when you are going to be late</li> <li>• Take cell phones when out at meetings/events</li> <li>• Return phone calls promptly or ask team members to make calls if you are busy</li> </ul>

April through June	Valerie Simpson	Improve Well Woman paper flow	<ul style="list-style-type: none"> <li>• Answer calls if you are in the office and don't rely on messages</li> </ul> <p>Improve collaboration between North Country and Clinical Services team members</p> <ul style="list-style-type: none"> <li>• Schedule monthly team meetings (Valerie &amp; Cieta) with North Country Staff</li> <li>• Create electronic clinic schedule on secure site &amp; share with Maria Ruelas</li> <li>• Improve flow of recall/reminders</li> <li>• Explore the use of carbon copies instead of making photo copies</li> <li>• To share copies, place copies on the One Drive site</li> </ul>
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# Quality Improvement

## Fiscal Year 2019

Quarter	Team Lead	Project Description	Goals and Objectives
July through September	Stephanie Molinar Carla Walker Valerie Simpson	Improve auditing/inventory of supplies	<p>Assure that supplies are available when needed and there are no supplies that are expired</p> <ul style="list-style-type: none"> <li>• Perform monthly inventory of supplies, vaccines and birth control</li> <li>• Monitor usage of supplies to prevent overstocking, wastage and expense</li> <li>• Communicate between all staff members when supply is low and needs to be ordered</li> <li>• Keep track of expiration dates to reorder supply of item before expiration</li> <li>• Ensure patient safety by discarding expired supplies</li> </ul>
July through September	Stephanie Molinar	Improve organization of exam rooms	<p>Arrange supplies/furniture for safety and assure efficiency in tasks that are required</p> <ul style="list-style-type: none"> <li>• Create a safer environment for patients and staff</li> <li>• Organize cabinets and drawers so tasks can be done more timely</li> <li>• Monitor inventory more efficiently</li> </ul>
July through September	Stephanie Molinar	Improve quality control of tests	<p>Assure that all tests have quality controls performed to assure compliance</p> <ul style="list-style-type: none"> <li>• Ensure compliance with CLIA testing</li> <li>• Follow manufacturer guidelines and instructions</li> <li>• Create patient log forms for documentation</li> <li>• Use test supplies correctly to cut down on costs</li> <li>• Place temperature monitor in exam room to keep record of test supply temperature</li> </ul>

<p>October through December</p>	<p>Stephanie Molinar Valerie Simpson</p>	<p>Improve client survey</p>	<p>Improve patient experience and the quality of care</p> <ul style="list-style-type: none"> <li>• Create new survey with questions that apply to client care</li> <li>• Make survey easier to follow by organizing question/answer format</li> <li>• Provide survey in English and Spanish</li> <li>• Have open ended questions as to how we can improve from client perspective</li> <li>• Follow up with clients who are dissatisfied with issue or problem that can be improved</li> </ul>
<p>January through March</p>	<p>Carla Walker</p>	<p>Purge client files in St Johns and Springerville offices.</p> <p>Create billing spreadsheet</p>	<p>Create room in filing cabinets</p> <ul style="list-style-type: none"> <li>• Make it easier to pull files and return files to the file drawer.</li> </ul> <p>Create spreadsheet for each vaccine using lot number and purchase price.</p> <ul style="list-style-type: none"> <li>• Tracking the vaccine inventory</li> <li>• Tracking vaccine cost and reimbursement</li> </ul>
<p>April through June</p>	<p>Valerie Simpson</p>		

**A380**

**Quality Management**

**Family Planning “Chart Audit Form” for  
FP/WW Clinic (previous and new form)**

**ST. JOHNS & RV CLINIC**

Old

**Chart Audit Form for FP/WW Date: \_\_\_\_\_**

<b>Valerie</b>	<b>Angela</b>
<input type="checkbox"/> Client Registration signed	<input type="checkbox"/> Medical History signed
<input type="checkbox"/> Consents done and filed	<input type="checkbox"/> FP Program signed
<input type="checkbox"/> HIV Test form under labs	<input type="checkbox"/> HIV & GC/CT consent signed
<input type="checkbox"/> Sign in sheet on Left <input type="checkbox"/> Phone Auth on Right	<input type="checkbox"/> HIV lab form complete and signed
<input type="checkbox"/> Survey date and filed	<input type="checkbox"/> Encounter Form- check RN stuff
<input type="checkbox"/> BC/Depo logged into Pharmacy Ledger	<input type="checkbox"/> Clinic Flow sheet complete <input type="checkbox"/> Condoms discussed/given <input type="checkbox"/> Vitamins discussed/ bag given
<input type="checkbox"/> RX written and clipped to L-side	<input type="checkbox"/> Pill/Depo Consent form signed
<input type="checkbox"/> Make a copy of Cyto-check lab and place in chart	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**Chart Audit Form for FP/WW Date: \_\_\_\_\_**

<b>Valerie</b>	<b>Angela</b>
<input type="checkbox"/> Client Registration signed	<input type="checkbox"/> Medical History signed
<input type="checkbox"/> Consents done and filed	<input type="checkbox"/> FP Program signed
<input type="checkbox"/> HIV Test form under labs	<input type="checkbox"/> HIV & GC/CT consent signed
<input type="checkbox"/> Sign in sheet on Left <input type="checkbox"/> Phone Auth on Right	<input type="checkbox"/> HIV lab form complete and signed
<input type="checkbox"/> Survey date and filed	<input type="checkbox"/> Encounter Form- check RN stuff
<input type="checkbox"/> BC/Depo logged into Pharmacy Ledger	<input type="checkbox"/> Clinic Flow sheet complete <input type="checkbox"/> Condoms discussed/given <input type="checkbox"/> Vitamins discussed/ bag given
<input type="checkbox"/> RX written and clipped to L-side	<input type="checkbox"/> Pill/Depo Consent form signed
<input type="checkbox"/> Make a copy of Cyto-check lab and place in chart	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

# Chart Audit Form for Family Planning/ Well Woman Clinics

Clinic Date: \_\_\_\_\_

Client ID#: \_\_\_\_\_

Type of visit:  Initial  Annual  Medical

Program Coordinator	Nurse (RN)
---------------------	------------

- |   |   |
|---|---|
| <input type="checkbox"/> Client Registration signed                       | <input type="checkbox"/> Medical History signed           |
| <input type="checkbox"/> Consents done and filed                          | <input type="checkbox"/> FP Program signed                |
| <input type="checkbox"/> HIV Test form under labs                         | <input type="checkbox"/> HIV & GC/CT consent signed       |
| <input type="checkbox"/> Sign in sheet on Left                            | <input type="checkbox"/> HIV lab form complete and signed |
| <input type="checkbox"/> Phone Auth on Right                              | <input type="checkbox"/> Encounter Form-check RN entries  |
| <input type="checkbox"/> Survey date and filed                            | <input type="checkbox"/> Clinic Flow sheet complete       |
| <input type="checkbox"/> BC/Depo logged into Pharmacy Ledger              | <input type="checkbox"/> Condoms discussed/given          |
| <input type="checkbox"/> RX written and clipped on L-side                 | <input type="checkbox"/> Vitamins discussed/bag given     |
| <input type="checkbox"/> Make a copy of Cyto-check lab and place in chart | <input type="checkbox"/> Pill/Depo Consent form signed    |

\_\_\_\_\_  
Name of Auditor (print & sign)

\_\_\_\_\_  
Date

**A3975**

**Emergency and Safety Standards**

**Emergency Kit – St. Johns Clinic**



**Corinna Waddell**

---

**From:** Corinna Waddell  
**Sent:** Wednesday, January 19, 2022 8:46 AM  
**To:** Corinna Waddell  
**Subject:** Pic



Sent from my iPhone

**Final Details for Order #111-6062493-1223427**

[Print this page for your records.](#)

**Order Placed:** December 27, 2021  
**Amazon.com order number:** 111-6062493-1223427  
**Order Total:** \$458.16

**Shipped on December 27, 2021**

**Items Ordered**

1 of: *Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose First Aid Cabinet, Wall Mountable, 1,100 Pieces*

**Price**  
\$139.98

Sold by: Amazon.com Services LLC

Condition: New

**Shipping Address:**

Apache County - Public Health  
110 East 1st Street South  
Saint Johns, AZ 85936  
United States

**Shipping Speed:**

FREE Shipping

**Shipped on December 27, 2021**

**Items Ordered**

2 of: *Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose First Aid Cabinet, Wall Mountable, 1,100 Pieces*

**Price**  
\$139.98

Sold by: Amazon.com Services LLC

Condition: New

**Shipping Address:**

Apache County - Public Health  
110 East 1st Street South  
Saint Johns, AZ 85936  
United States

**Shipping Speed:**

FREE Shipping

**Payment Information**

**Payment Method:**

Amazon Business Line of Credit  
Your PO #: 5100

**Billing address**

Apache County Public Health St Johns  
75 W Cleveland  
SAINT JOHNS, AZ 85936-0697  
United States

Item(s) Subtotal: \$419.94  
Shipping & Handling: \$30.60  
Free Shipping: -\$30.60

-----  
Total before tax: \$419.94  
Estimated tax to be collected: \$38.22

-----  
**Grand Total: \$458.16**

**Credit Card transactions**

AmazonPLCC ending in : December 27, 2021: \$458.16

To view the status of your order, return to [Order Summary](#).

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Deliver to  
Springer, AZ 85938 All

Account & Lists Orders 1

Subtotal  
\$16.95



All Buy Again Order History

Get 55 When you play song

See all orders

### Delivered January 4



### Shipped with UPS

Tracking ID: 1Z1281W10385893579  
See all updates

#### Address info

Apache County - Public Health  
110 East 1st Street South  
Saint Johns, AZ 85936

#### Order Info

[View order details](#)

### Products related to items in your shipment

Page 1 of 3

Sponsored

 <p>Luxton 2 Pack Automatic Hand Sanitizer Dispenser/Soap Dispenser - Sanitizing...</p> <p>40</p> <p>\$219.95</p>	 <p>10 SETS</p> <p>Luxton 10 Pack Automatic Hand Sanitizer Dispenser/Soap Dispenser - Sanitizing...</p> <p>3</p> <p>\$954.95</p>	 <p>Luxton Automatic Hand Sanitizer Dispenser with Stand and Drip Catcher and Refillable Bottle f...</p> <p>733</p> <p>\$119.95</p>	 <p>Luxton Automatic Hand Sanitizer Dispenser - Sanitizing Station, Steel Floor Stand, Drip Cat...</p> <p>47</p> <p>\$119.95</p>	 <p>2022 Labor Law Posters by Labor Law Compliance Center</p> <p>Florida / Federal Combination Labo Posters(New)</p> <p>26</p> <p>\$23.95</p>
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### Books you may like

Page 1 of 6



## Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose First Aid Cabinet 1,100 Pieces

### About This Cabinet

Rapid Care First Aid's 4 Shelf Cabinet is fully compliant with ANSI Z308.1-2009 standards and meets or exceeds Federal OSHA Regulations (may vary by region).

Rapid Care is here wherever and whenever you need safety

Rapid Care provides a full spectrum of first aid products that meet and exceed OSHA guidelines and ANSI standards. By choosing Rapid Care, you can rest assured your school, job site, warehouse or office is in full compliance with the most up to date standards.

Always have a Rapid Care First Aid Kit wherever you are:

- Homes
- Offices
- Hospitals
- Schools
- Police and Fire Departments
- Construction Sites
- Manufacturing Facilities
- Sports & Outdoor Activities



JAN 04 2022  
Received

## INCLUDED IN THIS 4-SHELF CABINET

- 100 - Adhesive Bandage 1" x 3" (#1500)
- 100 - Fabric Bandages 1" x 3"
- 8 - 2" x 3" Non Stick Pads (6pcs/box or 10pcs/box)
- 30 - Knuckle Bandage (10pcs/box)
- 30 - Frigergo Bandage (10pcs/box)
- 1 - Triangular Bandage w/ Safety Pins
- 1 - 5x9 Trauma Pad (1pc or 2pc box)
- 2 - Eye Pad (1pc)
- 10 - Gauze Pads 3" (10pcs/box)
- 1 - Gauze Pads (3 pack - 2")
- 1 - 4" Bandage Compress
- 4 - Examination Gloves (4pc/box)
- 1 - Instant Cold Compress
- 1 - Tweezers
- 1 - Scissors
- 10 - Burn Gel/Cream (10pc/box)
- 1 - Burn Spray
- 10 - Antibiotic Ointment (10pc/box)
- 1 - Antiseptic Spray
- 50 - Alcohol Pads (10pc/box or 50pc/box)
- 10 - Sting Relief Pads (10pc)
- 1 - First Aid Guide
- 20 - Cotton Tip Applicators
- 1 - Self Adherent Wrap 3"
- 100 - Non Aspirin Tablets (100 tablets)
- 100 - Pain Relief Tablets (100 tablets)
- 100 - Antacid Tablets (100 tablets)
- 1 - Wood Splints
- 2 - Safety Pins (inside Triangular Bandage)
- 1 - Tape Roll
- 1 - Eye Wash
- 10 - First-Aid Ice Packs (10pc/box)
- 20 - Absorbent Towellettes (10pc/box or 20pc/box)



# FIRST AID KIT INSPECTION RECORD

DATE OF INSPECTION	COMPLETE (Y or N)	INSPECTED BY	DATE KIT UPDATED
--------------------	-------------------	--------------	------------------

JAN 04 2022  
original seal

Y

CW

Received NEW  
from Manufacturer

Apache County Public Health  
- St. John's Clinic -  
110 E 1st St. S  
St. John's, AZ 85936  
Phone 928-337-7975

**A4025**

**Emergency and Safety Standards**

**Fire Drill – St. Johns Clinic**



## APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT

### FIRE DRILL

**Policy:** It is the policy of Apache County Public Health Services District (ACPHSD) that all service environments and buildings are safe, and all staff members will be able to respond rapidly and appropriately to a fire emergency.

**Procedure:** Fire Drills will be conducted two (2) times a year. Fire Drills will be conducted by the Administrative Coordinator/ Program Manager at both the Springerville and St. Johns building locations unannounced. Division Managers will assign their staff members with division-specific responsibilities.

A log of Fire Drill dates, times, and a signature page of participants will be maintained, with copies in each Public Health Clinic office.

Apache County Public Health  
- St. John's Clinic -  
110 E 1st St. S  
St. John's, AZ 85936  
Phone 928-337-7975



FIRE DRILL LOG

DATE	TIME	LOCATION	SIGNATURE
12/28/2021	10:30AM	St. Johns Clinic	Coniuma Waddell
01/19/2022	9:15AM	St. Johns Clinic	Coniuma Waddell

NOTES:

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---

---

COMMENTS:

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**Department of Forestry  
and Fire Management**  
Office of the State Fire Marshal



**2022 ARIZONA STATE FIRE MARSHAL** - Wednesday, January 05, 2022 11:55:20 AM (KEVIN SCHULTE)

User Name	KEVIN SCHULTE	
User #	6025823645	
Form Started	1/5/2022 11:55:20 AM	
Form Submitted	1/5/2022 1:30:35 PM	
Inspection Date	Wednesday, January 05, 2022	
OSFM Facility ID	17123	
Occupancy Classification	B	
Ownership	Public Property	
Property Usage	Medical	
Facility Name	Apache County St Johns Health Clinic	
Facility Address	110 East South Street	
City	St. Johns	
County	Apache	
Contact for Inspection	Corrina	
Fire Marshal Contact	Arizona State Fire Marshal's Office Suite 100 Phoenix, Arizona 85007	1110 West Washington St. (O) 602.771.1400
DEPUTY FIRE MARSHAL:	Kevin Schulte: 90	
Inspector Signature	[Signature]	

Phone	(928) 203-6498
Permit Inspection	No
Type of Inspection	Scheduled
Inspection	Periodic Fire Safety Inspection

**Inspection Results**

**1 Violation Type**

**No Violations**

**Congratulations**

**At time of inspection this facility had no vilolations of the Arizona State Fire Code noted.**

**Violation Type**

**N/A**

**Tag**

**Pass**

**Inspection Time**

**0.5**

**Travel Time**

**5.5**

**Mileage From Office**

**218.0**

**Fire Code Compliance Status**

**The items noted above, unless otherwise stated, are in compliance with the Arizona State Fire Code, A.A.C. R4-36-201 adopted pursuant to A.R.S. 37-1307. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.**

**Send Email To:**

**Cwaddell@co.apache.az.us,Dwallace@co.apache.az.us**

**Date**

**Wednesday, January 05, 2022**

**A4095**

**Emergency and Safety Standards**

**Monthly Smoke Detector Inspection –  
St. Johns Clinic**



## SMOKE DETECTOR MONTHLY INSPECTION CHECKLIST

RV Clinic  
 St Johns Clinic

Inspected by: Carinna Waddell      Covered Month: December 2021      Date Inspected: 12/28/2021

No.	Smoke Detector ID #	Location	Clean and free of any damage	Attached Securely	Battery Light (LED) Flashing green	Alarm Test Working	Inspection Result		Initial
							Accept	Reject	
1	-	Nurses Office	✓	✓	✓	✓	✓		AW
2	-	Front Desk	✓	✓	✓	✓	✓		AW
3	-	Lobby	✓	✓	✓	✓	✓		AW
4	-	WIC Office	✓	✓	✓	✓	✓		AW
5	-	Vital Records	✓	✓	✓	✓	✓		AW
6	-	Lab	✓	✓	✓	✓	✓		AW
7	-	Treatment Room 1	✓	✓	✓	✓	✓		AW
8	-	Treatment Room 2	✓	✓	✓	✓	✓		AW
9	-	Vaccine Storage Room	✓	✓	✓	✓	✓		AW
10									
11									
12									
13									
14									

Legend:  Good Condition       X : Poor Condition       N/A: Not Applicable



**SMOKE DETECTOR MONTHLY INSPECTION CHECKLIST**

RV Clinic  
 St Johns Clinic

Inspected by: Corinna Waddell covered Month: January 2022 Date Inspected: 01/03/2022

No.	Smoke Detector ID #	Location	Clean and free of any damage	Attached Securely	Battery Light (LED) Flashing green	Alarm Test Working	Inspection Result		Initial
							Accept	Reject	
1	-	Nurses Office	✓	✓	✓	✓	✓		CW
2	-	Front Desk	✓	✓	✓	✓	✓		CW
3	-	Lobby	✓	✓	✓	✓	✓		CW
4	-	WIC Office	✓	✓	✓	✓	✓		CW
5	-	Vital Records	✓	✓	✓	✓	✓		CW
6	-	Lab	✓	✓	✓	✓	✓		CW
7	-	Treatment Room 1	✓	✓	✓	✓	✓		CW
8	-	Treatment Room 2	✓	✓	✓	✓	✓		CW
9	-	Vaccine Storage Room	✓	✓	✓	✓	✓		CW
10									
11									
12									
13									
14									

Legend: ✓ Good Condition    X : Poor Condition    N/A: Not Applicable

**A4315**

**Physical Plant, Environmental Services**

**Urine Test Strips –  
St. Johns Clinic**

Deliver to Springerville, 85938 All

Account & Lists Orders

Home Return Orders Services Today Deals Visit Amazon.com Amazon Business Amazon Home Get \$5 when you pl...

Your Lists Gift Finder Baby Registry Birthday Gift List Wedding Registry Amazon Gift Cards Custom Gift List Your Idea Lists Lists Help

Your Lists Your Idea Lists Your Friends

Create a List List help

Wish List Default List

Private

Family Planning Private

Send list to others More

+ Invite

ENVIRONMENTAL

Private

+ Add Idea to List

Search this list

Filter & Sort

Family Planning

Private

GENERAL HEALTH

Private



Clarity Diagnostics DTG-UHCTLS Urine/hCG Liquid Control \$39.95 + \$4.49 shipping

Item added January 18, 2022

Add to Cart

Move

Delete

GOHS

Private

HAPI

Private

Health Start

Shared

IMMUNIZATIONS

Private



Multi-Parameter Urine Test Strips for Urinary Tract Infection (UTI) | Individually Packed, Clinically Tested with Mobile App | 30 Pack 2,573

Item added January 18, 2022

Add to Cart

Move

Delete

SMOKE FREE

Private

TB

Private

\$14.45 & FREE Shipping on ord... Size : 30 Pack

Edit comment, quantity & priority

TOBACCO

Private

VR

Private

Needs 2 has 0

WIC

Private



McKesson 121-071 Urine Control Dipper Level 1 and 2, 12Ml Volume 1 \$72.86 & FREE Shipping 4 Used & New from \$72.86

Item added January 18, 2022

Add to Cart

Move

Delete

Edit comment, quantity & priority

Needs 2 has 0

End of list

Explore more from across the store

- Individually wrapped  
- Longer expiration date

## Control testing reasons:

1: New lot number opened

2: New shipment received

3: Monthly check

4: Training

5: inappropriate storage

## conditions

**BinexNOW:** Test control swabs once with each new shipment received and once for each untrained operator.

**UA strips:** When new canister is opened, at the beginning of each new day of testing, when results seem inaccurate, and for training.

**HCG:** Once a month, once with each new lot.

**HIV:** When new shipment is received, when new lot is opened, for training, if storage area falls out of range (36-86 \*F), and if testing area falls out of range (59-86 \*F).

**HemoCue:** At the beginning of each test day.











# PLAN OF CORRECTION

## Roundvalley (Springerville) Clinic

Apache County Public Health Services District	323 South Mountain Ave., Springerville, AZ	OTC 4459 Event # 9XXP11	Date Survey Completed 12/21/2021
---	--	----------------------------	-------------------------------------

RULE OR STATUTE	PROVIDERS PLAN OF CORRECTION	ID PREFIX TAG	DATE COMPLETED
<p><b>R9-10-1009. A.2b Medical Records</b>            A. An administrator shall ensure that:            2. An entry in a patient's medical record is:            b. Dated, legible, and authenticated; and</p> <p>This RULE is not met as evidenced by: Based on review of medical records and staff interview, the Department determined that the administrator failed to ensure that documentation in a patient's medical record is dated, legible and authenticated in 3 of 6 patient charts (#2, 3, and 4). This deficient practice could potentially cause the staff to not be aware of any changes in the patient's condition.</p> <p><b>Findings include:</b></p> <p>A policy regarding clinical documentation was requested. None was provided</p> <p>Records revealed:            Patient#2 provider contact note not legible and was not authenticated.            Patient #3 lab review note not legible and was not authenticated.            Patient#4 flu vaccine administration note not legible and was not authenticated.</p>	<p><b>We have ordered a name stamp for each of our nurses. The nurses will stamp the documentation and sign below the stamp in order to have a legible name on the completed document. (see attached documentation)</b></p> <p><b>Stamps will be used in both clinics.</b></p>	A694	01/18/2022
<p><b>R9-10-1029 A.2. Emergency and Safety Standards</b>            A. An administrator shall ensure that policies and procedures for providing emergency treatment are established, documented, and implemented that protect the</p>	<p><b>The outdated emergency kit which was observed on 12/21/2021 has been disposed of.</b></p> <p><b>A new emergency kit has been ordered and was delivered with</b></p>	A3975	01/04/2022

# PLAN OF CORRECTION

## Roundvalley (Springerville) Clinic

<p>health and safety of patients and include:          2.A system to ensure medications, supplies, and equipment are available, have not been tampered with, and, if applicable, have not expired.</p> <p>This Rule is not met as evidenced by: Based on review of facility policy, observation on tour, facility documents and interviews, the Department determined that the administrator failed to ensure a system to ensure medications, supplies, and equipment are available, have not been tampered with, and, if applicable, have not expired. Failure of staff to check and discard used supplies could result in harm to a patient.</p> <p><b>Findings include:</b>          Observation on tour 12/21/2021, revealed emergency kit "Equate on the go first aid kit." A recent inventory or check of the emergency kit was requested. None was provided.</p> <p>inspection of emergency kit revealed; antiseptic wipes (2) expired 10/2021, and triple antibiotic ointment (2) expired 05/2021.</p> <p>A policy regarding emergency supplies and equipment was requested. None was provided.</p>	<p><b>Amazon. (See attached documentation)</b>  <b>Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose Aid Cabinet 1100 pieces.</b></p> <p><b>Inventory list for emergency kit attached.</b></p> <p><b>The monthly "First Aid Kit Inspection Record" has been attached to the cabinet and will be completed on a monthly basis by Patricia Hall (Administrative Assistant) for both locations.</b></p> <p><b>In case the side seal has to be broken and items are being used for an emergency situation it will be listed on the "First Aid Kit Inspection Record".</b></p>		
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# PLAN OF CORRECTION

## Roundvalley (Springerville) Clinic

<p><b>R9-10-1029. C.3 Emergency and Safety Standards</b>  C. An administrator shall ensure that:  3. An evacuation drill is conducted on each shift at least once every 12 months.</p> <p>This RULE is not met as evidence by: Based on facility policy and staff interview, the Department determined the facility administrator failed to ensure an evacuation drill is conducted at least once every 12 months which poses a potential risk that patients and staff are not able to evacuate the facility in a timely manner and do not know the safe meeting place in the event of a fire or disaster.</p> <p><b>Findings include:</b>  Documents were requested verifying that an evacuation drill was conducted on each shift at least once every 12 months. No documentation was provided for the surveyor to review.</p> <p>Policy titled "Fire Drill" revealed..."  Fire drills will be conducted two times a year...."</p>	<p>Please see the attached documentation for the 12/28/2021 and 01/19/2022 fire drill for the St. Johns Clinic.</p> <p>Fire drills will be conducted twice a year. Documentation will be kept in a folder at the front desk for future survey reviews.</p> <p>Attached find the 01/05/2022 Fire Inspection for the RV Clinic.</p>	<p>A4025</p>	<p>01/18/2022</p>
<p><b>R9-10-1029.D.2.a.iii Emergency and Safety Standards</b>  D. An administrator shall ensure that an outpatient treatment center has either:  2.The following:  a. A smoke detector installed in each hallway of the outpatient treatment center that is:  iii. Tested monthly, and</p> <p>This RULE is not met as evidenced by:  Based on review of facility documents, policy and staff interview, the Department</p>	<p>Please see the smoke detector Inspection Checklist for the RV Clinic for Dec. 2021 and Jan. 2022.</p> <p>The smoke detectors will be tested/inspected monthly by Patricia Hall (Administrative Assistant) for both locations. Documentation will be kept at the Front Desk for future surveys.</p>	<p>A4095</p>	<p>01/03/2022</p>

# PLAN OF CORRECTION

## Roundvalley (Springerville) Clinic

<p>determined the administrator failed to ensure smoke detector inspections were conducted monthly. Failure to ensure monthly smoke detector inspections are completed is potential risk for harm for patients and staff that are not abler to be alerted to exit the facility in case of a fire.</p> <p><b>Findings include:</b>          Observations on tour on 12/22/2021, revealed that the facility had smoke detectors. The documentation of the monthly tests of the smoke detectors was requested. No documentation was presented.</p>			
<p>_____          Administrator Signature</p>			<p>_____          Date Signed</p>

**A694**

**Medical Records**

**Legible Signatures on documentation –  
RV Clinic**

# My Shopping Cart

[Continue Shopping](#) [Save to List](#)

Expected delivery (3 items): 11 to 12 Business Days


<p>Megan Ray, RN</p>	<p>Custom Quill Self-Inking Printer 50 Stamp, 1.06" x 2.63"            Item # 901-A2000 Model # 7QG1S150PCQ            This item ships FREE *</p> <p><a href="#">Preview</a> <a href="#">Edit</a> <a href="#">Copy</a></p> <p>Also Consider</p> <p>Please click on the quantity box to return to Customize Design page to make quantity updates.</p>	<p>Qty. 1 <span style="font-size: small;">+ -</span></p> <p>Remove \$24.79</p>	<p><b>\$24.79</b></p> <p><a href="#">Save For Later</a>   <a href="#">Add to List</a></p>
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<p>Destiny Jensen, RN</p>	<p>Custom Quill Self-Inking Printer 50 Stamp, 1.06" x 2.63"            Item # 901-A2000 Model # 7QG1S150PCQ            This item ships FREE *</p> <p><a href="#">Preview</a> <a href="#">Edit</a> <a href="#">Copy</a></p> <p>Also Consider</p> <p>Please click on the quantity box to return to Customize Design page to make quantity updates.</p>	<p>Qty. 1 <span style="font-size: small;">+ -</span></p> <p>Remove \$24.79</p>	<p><b>\$24.79</b></p> <p><a href="#">Save For Later</a>   <a href="#">Add to List</a></p>
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<p>Brad Cain, RN</p>	<p>Custom Quill Self-Inking Printer 50 Stamp, 1.06" x 2.63"            Item # 901-A2000 Model # 7QG1S150PCQ            This item ships FREE *</p> <p><a href="#">Preview</a> <a href="#">Edit</a> <a href="#">Copy</a></p> <p>Also Consider</p> <p>Please click on the quantity box to return to Customize Design page to make quantity updates.</p>	<p>Qty. 1 <span style="font-size: small;">+ -</span></p> <p>Remove \$24.79</p>	<p><b>\$24.79</b></p> <p><a href="#">Save For Later</a>   <a href="#">Add to List</a></p>
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**Total: \$74.37**

## Saved For Later (2 Items)

	<p>75% Ethyl Alcohol Wipes, 50/Pack (W-07524))            Item # 901-24443474   Model # W-075</p>	<p>Qty. 50 \$2.99 Pack</p>	<p><b>\$149.50</b></p> <p><a href="#">Remove</a>   <a href="#">Move To Cart</a>   <a href="#">Add to List</a></p>
---	---	--------------------------------	---

	<p>Lysol Disinfecting Wipes, Lemon &amp; Lime Blossom, 80 Wipes per Pack, 5 Pk/CT (1920089718)            Item # 901-24489018   Model # 1920089718</p>	<p>Qty. 1 \$28.99 Carton</p>	<p><b>\$28.99</b>            Was Preferred Savings: \$6</p> <p><a href="#">Remove</a>   <a href="#">Move To Cart</a>   <a href="#">Add to List</a></p>
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**A3975**

**Emergency and Safety Standards**

**Emergency Kit – RV Clinic**

**Corinna Waddell**

---

**From:** Corinna Waddell  
**Sent:** Wednesday, January 19, 2022 8:56 AM  
**To:** Corinna Waddell



Sent from my iPhone





**Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose First Aid Cabinet 1,100 Pieces**

**About This Cabinet**

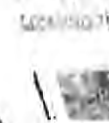
Rapid Care First Aid's 4 Shelf Cabinet is fully compliant with ANSI Z308.1-2009 standards and meets or exceeds Federal OSHA Regulations (may vary by region).

Rapid Care is here wherever and whenever you need safety

Rapid Care provides a full spectrum of first aid products that meet and exceed OSHA guidelines and ANSI standards. By choosing Rapid Care, you can rest assured your school, job site, warehouse or office is in full compliance with the most up to date standards.

Always have a Rapid Care First Aid Kit wherever you are:

- Homes
- Offices
- Hospitals
- Schools
- Police and Fire Departments
- Construction Sites
- Manufacturing Facilities
- Sports & Outdoor Activities



JAN 04 2022  
Received

**INCLUDED IN THIS 4-SHELF CABINET**

- 100 - Adhesive Bandage 1" x 3" (Pack)
- 100 - Fabric Bandage 1" x 3"
- 8 - 2" x 3" Non Stick Pads (100pc/box or 10pcx/box)
- 10 - Knuckle Bandage 1.5" (10pc/box)
- 30 - Fracture Bandage (100pc/box)
- 1 - Triangular Bandage w/ 5.5" x 7" (1pc)
- 1 - Safety Tape 1.5" (100pc or 20pc/box)

- 2 - Eye Pad (100)
- 10 - Gauze Pad 1" (100pc/box)
- 1 - Gauze Roll (3 pad 7')
- 1 - 6" Bandage Compress
- 4 - Scalp/Neck Compress (10pc/box)
- 1 - Instant Cold Compress
- 1 - Wrecker

- 1 - Kitman
- 10 - Burn Gel/Cream (10pc/box)
- 1 - Burn Spray
- 10 - Antiseptic Ointment (10pc/box)
- 1 - Antiseptic Spray
- 50 - Alcohol Pad (10pc/box or 5pcx/box)
- 10 - Sterile Re-ol Pad (10pc)

- 1 - First Aid Guide
- 20 - Cotton Tip Application
- 1 - Self Adhesive Wrap 3"
- 100 - Non Aspirin Tablets (100 tablets)
- 100 - Pain Reliever Tablets (100 tablets)
- 100 - Antacid Tablets (100 tablets)

- 1 - Wood Splint
- 2 - Safety Film (w/sterile Frangular Bandage)
- 1 - Tape Roll
- 1 - Eye Wash
- 10 - Postage Indefinite Pads (10pc/box)
- 10 - Antiseptic Wrecker (10pc/box or 20pc/box)

**Final Details for Order #111-6062493-1223427**

[Print this page for your records.](#)

**Order Placed:** December 27, 2021  
**Amazon.com order number:** 111-6062493-1223427  
**Order Total:** \$458.16

**Shipped on December 27, 2021**

**Items Ordered**

1 of: *Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose First Aid Cabinet, Wall Mountable, 1,100 Pieces*

**Price**  
\$139.98

Sold by: Amazon.com Services LLC

Condition: New

**Shipping Address:**

Apache County - Public Health  
110 East 1st Street South  
Saint Johns, AZ 85936  
United States

**Shipping Speed:**

FREE Shipping

**Shipped on December 27, 2021**

**Items Ordered**

2 of: *Rapid Care First Aid 80095 4 Shelf ANSI/OSHA Compliant All Purpose First Aid Cabinet, Wall Mountable, 1,100 Pieces*

**Price**  
\$139.98

Sold by: Amazon.com Services LLC

Condition: New

**Shipping Address:**

Apache County - Public Health  
110 East 1st Street South  
Saint Johns, AZ 85936  
United States

**Shipping Speed:**

FREE Shipping

**Payment Information**

**Payment Method:**

Amazon Business Line of Credit  
Your PO #: 5100

Item(s) Subtotal: \$419.94  
Shipping & Handling: \$30.60  
Free Shipping: -\$30.60  
-----

**Billing address**

Apache County Public Health St Johns  
75 W Cleveland  
SAINT JOHNS, AZ 85936-0697  
United States

Total before tax: \$419.94  
Estimated tax to be collected: \$38.22  
-----

**Grand Total: \$458.16**

**Credit Card transactions**

AmazonPLCC ending in : December 27, 2021: \$458.16

To view the status of your order, return to [Order Summary](#).

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Deliver to  
Springerv... 85938 All ▾

Hello, Apache  
Account Lists ▾ Returns & Orders 1

Subtotal  
**\$16.95**



All Buy Again Customer Service Today's Deals Apache's Amazon.com Amazon Business Amazon Home Get \$5 when you play a song

### Delivered January 4

[See all orders](#)



### Shipped with UPS

Tracking ID: 1Z1281W10385893579  
[See all updates](#)

### Address info

Apache County - Public Health  
110 East 1st Street South  
Saint Johns, AZ 85936

### Order Info

[View order details](#)

### Products related to items in your shipment

Page 1 of 3

Sponsored

 <p><b>Luxton 2 Pack Automatic Hand Sanitizer Dispenser/Soap Dispenser - Sanitizing...</b></p> <p>40</p> <p>\$219.95</p>	<p><b>10 SETS</b></p>  <p><b>Luxton 10 Pack Automatic Hand Sanitizer Dispenser/Soap Dispenser - Sanitizing...</b></p> <p>3</p> <p>\$954.95</p>	 <p><b>Luxton Automatic Hand Sanitizer Dispenser with Stand and Drip Catcher and Refillable Bottle f...</b></p> <p>733</p> <p>\$119.95</p>	 <p><b>Luxton Automatic Hand Sanitizer Dispenser - Sanitizing Station, Steel Floor Stand, Drip Catc...</b></p> <p>47</p> <p>\$119.95</p>	 <p><b>Florida / Federal Combination Labo Posters(New)</b></p> <p>26</p> <p>\$23.95</p>
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### Books you may like

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**A4025**

**Emergency and Safety Standards**

**Fire Drill – RV Clinic**



## APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT

### FIRE DRILL

**Policy:** It is the policy of Apache County Public Health Services District (ACPHSD) that all service environments and buildings are safe, and all staff members will be able to respond rapidly and appropriately to a fire emergency.

**Procedure:** Fire Drills will be conducted two (2) times a year. Fire Drills will be conducted by the Administrative Coordinator/ Program Manager at both the Springerville and St. Johns building locations unannounced. Division Managers will assign their staff members with division-specific responsibilities.

A log of Fire Drill dates, times, and a signature page of participants will be maintained, with copies in each Public Health Clinic office.







**Department of Forestry  
and Fire Management  
Office of the State Fire Marshal**



**2022 ARIZONA STATE FIRE MARSHAL - Wednesday, January 05, 2022 12:56:25 PM (KEVIN SCHULTE)**

User Name	KEVIN SCHULTE	
User #	6025823645	
Form Started	1/5/2022 12:56:25 PM	
Form Submitted	1/5/2022 1:28:34 PM	
Inspection Date	Wednesday, January 05, 2022	
OSFM Facility ID	4771	
Occupancy Classification	B	
Ownership	Public Property	
Property Usage	Medical	
Facility Name	Apache County - Round Valley Health Clinic	
Facility Address	323 South Mountain Avenue	
City	Springerville	
County	Apache	
Contact for Inspection	Corrina	
Fire Marshal Contact	Arizona State Fire Marshal's Office Suite 100 Phoenix, Arizona 85007	1110 West Washington St. (O) 602.771.1400
DEPUTY FIRE MARSHAL:	Kevin Schulte: 90	
Inspector Signature	[Signature]	

Phone	(928) 203-6498
Permit Inspection	No
Type of Inspection	Scheduled
Inspection	Periodic Fire Safety Inspection

**Inspection Results**

1 Violation Type	No Violations
Congratulations	At time of inspection this facility had no vilations of the Arizona State Fire Code noted.
Violation Type	N/A
Comments	Replacement of emergency and exit lights in progress
Tag	Pass
Inspection Time	0.5
Travel Time	5.5
Mileage From Office	226.0
Fire Code Compliance Status	The items noted above, unless otherwise stated, are in compliance with the Arizona State Fire Code, A.A.C. R4-36-201 adopted pursuant to A.R.S. 37-1307. This inspection is for your safety and the safety of the citizens of Arizona. Your cooperation is appreciated.
Send Email To:	Cwaddell@co.apache.az.us,Dwallace@co.apache.az.us
Date	Wednesday, January 05, 2022



**A4095**

**Emergency and Safety Standards**

**Monthly Smoke Detector Inspection – RV  
Clinic**



### SMOKE DETECTOR MONTHLY INSPECTION CHECKLIST

RIV Clinic  
 St Johns Clinic

Inspected by: Tina Padilla

Covered Month: December 2021

Date Inspected: 12/28/2021

No.	Smoke Detector ID #	Location	Clean and free of any damage	Attached Securely	Battery Light (LED) Flashing green	Alarm Test Working	Inspection Result		Initial
							Accept	Reject	
1	-	Front Hallway	✓	✓	✓	✓	✓		
2	-	Back Hallway	✓	✓	✓	✓	✓		
3	-	Conference Room	✓	✓	✓	✓	✓		
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									

Legend:



Good Condition

X : Poor Condition

N/A: Not Applicable



### SMOKE DETECTOR MONTHLY INSPECTION CHECKLIST

RV Clinic  
 St Johns Clinic

Inspected by: Tina Padilla

Covered Month: January 2022

Date Inspected: 1/3/2022

No.	Smoke Detector ID #	Location	Clean and free of any damage	Attached Securely	Battery Light (LED) Flashing green	Alarm Test Working	Inspection Result		Initial
							Accept	Reject	
1		Front Hallway	✓	✓	✓	✓	✓		
2		Back Hallway	✓	✓	✓	✓	✓		
3		Conference Room	✓	✓	✓	✓	✓		[Signature]
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									

Legend:



Good Condition



Poor Condition

N/A: Not Applicable

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Submitter's Name Stephanie McCarthy, Interim Health Director

Date/Signature: 

Describe in detail what you want to say to the Board and what action you want the Board to take:  
Discussion and possible approval to accept the Workforce Development Grant from the Arizona Department of Health Services Agreement No. CTR054639, effective July 1, 2021 through June 30, 2023, in the amount of \$641,898.

BOS Meeting Date: March 1, 2022

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature: 

Check if item does not require review

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

---

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



**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Amendment**

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Agreement No.: **CTR054639**

IGA Amendment No.: 1

Procurement Officer  
**Karla Varela**

**Public Health Emergency Preparedness Program**

1. Effective upon signature by all parties and pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchases Orders and Change Orders, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows under this Amendment One (1):
- 1.1. The Scope of Work is hereby revised and replaced, as a result of the addition of the Workforce Development Grant tasks and deliverables;
  - 1.2. The Price Sheet is hereby revised and replaced, as a result of the addition of the Workforce Development Grant funding; and
  - 1.3. Exhibit B has been added.

ALL CHANGES ARE REFLECTED BELOW IN RED.

All other provisions of this Agreement remain unchanged.

**APACHE COUNTY**

Contractor Name:

P.O. BOX 428

Address:

ST. JOHNS

ARIZONA

85936

City

State

Zip

Authorized Signature

Print Name

Title

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

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

State of Arizona

Signature

Date

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Print Name

Procurement Officer

Contract No.: **CTR054639**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Agreement No.: <b>CTR054639</b>	IGA Amendment No.: <b>1</b>	Procurement Officer <b>Karla Varela</b>

**SCOPE OF WORK**

**1. BACKGROUND**

**1.1. Centers for Disease Control and Prevention Public Health Emergency Preparedness (PHEP) Grant**

The Arizona Department of Health Services (ADHS), through the Bureau of Public Health Emergency Preparedness (PHEP), has been working with Arizona Counties and Tribes to improve the preparedness of each community in the event of any public health emergency. Most of these projects were funded by grants from the Centers for Disease Control and Prevention (CDC) of the U.S. Department of Health and Human Services (HHS).

**1.2. Workforce Development Grant**

Arizona Department of Health Services (ADHS) via the Bureau of Public Health Emergency Preparedness (PHEP) is tasked with overseeing the Center for Disease Control and Prevention (CDC) Workforce Development Crisis Emergency Cooperative Agreement to address the need to establish, expand, and sustain a public health workforce to support COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. Funding for this initiative comes from the CDC Workforce Development Crisis Emergency Cooperative Agreement.

**2. OBJECTIVE**

**2.1. Centers for Disease Control and Prevention Public Health Emergency Preparedness (PHEP) Grant**

This Agreement is intended to improve upon the process. Nothing in this Agreement is meant to supplant or in any other way discourage existing planning and coordination between County and Tribal Health Departments. This Agreement is designed to increase participation in the ongoing development of the State and County Health Preparedness Infrastructure through the CDC Public Health Preparedness Cooperative Agreement with the ADHS.

**2.2. Workforce Development Grant**

The goal of this project will be utilizing grant funds to establish, expand, train, and sustain the public health workforce to support COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. ADHS will be working with each jurisdiction on the school-based initiatives that are separate and in addition to their funding amounts through a partnership with the Department of Education.

ADHS stakeholders are essential in providing support to the healthcare delivery system across Arizona. Sub-recipients of CDC Workforce Development Crisis Emergency funds are expected to strengthen and enhance jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including public health workforce development needs and school-based health programs. Grant related activities should be completed over a two (2) year period and fall within the following four (4) main strategies:

- 2.2.1. Hiring of additional public health staff to sustain ongoing COVID-19 response and recovery initiatives,
  - 2.2.1.1. The costs, including wages and benefits, related to recruiting, hiring and training of individuals to serve as:
    - 2.2.1.1.1. Professional or clinical staff, including public health physicians and nurses (other than school-based staff); mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians,



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- 2.2.1.1.2. Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists,
- 2.2.1.1.3. Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers,
- 2.2.1.1.4. Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response, and
- 2.2.1.1.5. Any other positions that may be required to prevent, prepare for, and respond to COVID-19.
- 2.2.1.2. Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce (to the extent these are not included in recipient indirect costs).
- 2.2.2. Augment the public health workforce pipeline to improve the ability to sustain COVID-19 recovery initiatives and prepare for future responses,
- 2.2.3. Develop or enhance training programs for new and/or existing public health staff supporting COVID-19 preparedness, response, and recovery efforts, and
- 2.2.4. Retain existing public health staff through various initiatives to ensure continued COVID-19 preparedness, response, and recovery efforts.

**3. TASKS**

**3.1. Centers for Disease Control and Prevention Public Health Emergency Preparedness (PHEP) Grant**

- 3.1.1. The Contractor shall:
  - 3.1.1.1. Appoint a PHEP Coordinator responsible for overseeing all grant related activities, budgets, and reports;
  - 3.1.1.2. Participate in Public Health Preparedness Regional Healthcare Coalition meetings and conference calls held in the Contractor's regional communities as appropriate;
  - 3.1.1.3. Review Attachment A: Grant Guidance and use for grant reference; and
  - 3.1.1.4. Review and update, in writing, the Contractor's Public Health Emergency Preparedness and Response Plans according to the timeframes identified under the ADHS PHEP Deliverables Document (**Attachment A**):



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- 3.1.1.4.1. Prepare and update plans to the ADHS PHEP Coordinator of Community & Healthcare Preparedness section at the time of completion,
  - 3.1.1.4.2. Document participation in regional emergency preparedness planning and other related activities to be provided upon request by ADHS,
  - 3.1.1.4.3. Address the plan for the Strategic National Stockpile (SNS), mass prophylaxis and countermeasure distribution and dispensing within the Contractor's jurisdiction, as appropriate, and
  - 3.1.1.4.4. Develop or update mutual aid agreements with other jurisdictions, in accordance with the approved Contractor's Public Health Emergency Preparedness and Response Plan.
- 3.1.2. Medical Electronic Disease Surveillance and Intelligence System (MEDSIS):
- 3.1.2.1. The Contractor shall:
    - 3.1.2.1.1. Participate in ADHS-coordinated workgroups for MEDSIS enhancements to include Tribal communities (if applicable) and Electronic Laboratory Reporting (ELR) capabilities, and
    - 3.1.2.1.2. Participate in epidemiology specific trainings, workshops, or conferences provided by ADHS or an ADHS recognized training session (if applicable).
- 3.1.3. Public Health Emergency Exercises:
- 3.1.3.1. The Contractor shall:
    - 3.1.3.1.1. Participate in required statewide/regional public health exercises, and
    - 3.1.3.1.2. Participate in SNS and Receiving, Staging and Storing (RSS) exercises as appropriate for the Contractor's community.
- 3.1.4. COVID-19:
- 3.1.4.1. The Contractor shall:
    - 3.1.4.1.1. Comply with existing and/or future directives and guidance from the HHS, CDC Secretary regarding control of the spread of COVID-19,
    - 3.1.4.1.2. Consult and coordinate with HHS, CDC to provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation), and
    - 3.1.4.1.3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.
  - 3.1.4.2. HHS, CDC has established allowable activities related to the capability domains described in the Public Health Crisis Response Notice of Funding Opportunity. The domains include:



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- 3.1.4.2.1. Incident Management for Early Crisis Response,
- 3.1.4.2.2. Jurisdictional Recovery,
- 3.1.4.2.3. Information Management,
- 3.1.4.2.4. Countermeasures and Mitigation,
- 3.1.4.2.5. Surge Management, and
- 3.1.4.2.6. Bio-surveillance.
- 3.1.4.3. Surveillance, Laboratory Testing, and Reporting
  - 3.1.4.3.1. Contractor shall implement and scale-up laboratory testing and data collection to enable identification and tracking of COVID-19 cases in the community and is responsible for immediate implementation of real-time reporting to the Hospital Preparedness Program (HPP), CDC. Specifically, jurisdictions should focus on the following activities, in accordance with CDC guidelines:
    - 3.1.4.3.1.1. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death,
    - 3.1.4.3.1.2. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings,
    - 3.1.4.3.1.3. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements,
    - 3.1.4.3.1.4. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization and reporting,
    - 3.1.4.3.1.5. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings), and
    - 3.1.4.3.1.6. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment).
- 3.1.4.4. Community Intervention Implementation Plan
  - 3.1.4.4.1. Contractor shall maintain its COVID-19 community intervention implementation plan that describes how the state and local jurisdictions shall achieve the response's three (3) mitigation goals:



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- 3.1.4.4.1.1. Slow transmission of disease;
- 3.1.4.4.1.2. Minimize morbidity and mortality; and
- 3.1.4.4.1.3. Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.

3.1.4.4.2. The plan shall address:

- 3.1.4.4.2.1. Minimizing potential spread and reduce morbidity and mortality of COVID-19 in communities;
- 3.1.4.4.2.2. Planning and adapting for disruption caused by community spread and implement interventions to prevent further spread;
- 3.1.4.4.2.3. Ensuring healthcare system response is an integrated part of community interventions; and
- 3.1.4.4.2.4. Ensuring integration of community mitigation interventions with health system preparedness and response plans and interventions.

3.1.5. ADHS shall:

- 3.1.5.1. Monitor the expenditure of funds for the reports submitted. If there are any reports that are not submitted on or before the appropriate submission date, the Contractor could be subject to a potential reduction in funds, or loss of funds for the following year.
  - 3.1.5.1.1. Expenditures that are not on an approved budget or approved redirection may not be eligible for reimbursement from ADHS.

**4. FINANCIAL REQUIREMENTS**

**4.1. For Centers for Disease Control and Prevention Public Health Emergency Preparedness (PHEP) Grant**

4.1.1. The Contractor shall participate in match requirement:

- 4.1.1.1. The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all Contractors. Each Contractor must include in their budget submission, the format they shall use to cover the match and method of documentation. Failure to include the match formula shall preclude funding. ADHS may not award a Contract under this program unless the Contractor agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the Contractor shall make available non-federal contributions in the amount of ten percent (10%) [one dollar (\$1) for each ten dollars (\$10) of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

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4.1.1.2. Total Direct Costs

Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.

4.1.1.3. Total Indirect Costs

To claim indirect costs, the Contractor must have a current approved indirect cost rate agreement established with the applicable federal agency. A copy of the most recent indirect cost rate shall be submitted to ADHS with the signed Agreement. Indirect cost percentage cannot exceed the State rate.

4.1.1.4. Indirect Costs

To claim indirect costs, the Contractor must have a current approved indirect cost rate agreement established with the applicable federal agency. A copy of the most recent indirect cost rate shall be submitted to ADHS with the signed Agreement. If the applicant organization does not have an approved indirect cost rate agreement, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs.

4.1.2. Inventory

Upon request, the Contractor shall provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 will require an ADHS asset tag.

4.1.3. Budget Allocation and Work Plan

4.1.3.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding shall not be released until the budget has been approved by ADHS; and

4.1.3.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor to reach the goals and objectives outlined in the Attachment A; Grant Guidance section of this document.


4.1.4. Conduct Financial accounting, auditing and reporting consistent with the ADHS Accounting and Auditing Procedures Manual, which can be found at [https://drive.google.com/file/d/15mO7JShrS9VFq\\_aCXhlmhthqsv74yM9M/view?usp=sharing](https://drive.google.com/file/d/15mO7JShrS9VFq_aCXhlmhthqsv74yM9M/view?usp=sharing), and

4.1.5. Prepare monthly financial reports with supporting documentation by the established due dates identified by ADHS. Failure to accomplish monthly financial reports within specified time frames, without prior coordination of ADHS program leadership, could result in a reduction or loss of grant funding in subsequent years.

**4.2. For Workforce Development Grant**

Regardless of funding allocation for each Budget Period (BP), participants are expected to continue their best efforts towards the completion of the reporting requirements as outlined in section four (4).

**4.2.1. Match**

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4.2.1.1. No match is required for these funds.

4.2.2. Inventory

4.2.2.1. Provide a complete annual inventory report to include all capital equipment above the five-thousand (\$5,000) thresholds; and

4.2.2.2. Inventory list will be provided to ADHS upon request.

4.2.3. Budget Allocation and Work Plan

4.2.3.1. Budgets along with a work plan will be reviewed and approved by ADHS before funding is released.

**5. GRANT ACTIVITY OVERSIGHT FOR WORKFORCE DEVELOPMENT GRANT**

ADHS shall monitor the expenditure of funds for the reports submitted. If there are any reports that are not submitted on or before the appropriate submission date, the Contractor could be subject to a potential reduction in funds, or loss of funds for the following year.

Expenditures that are not on an approved budget or approved redirection may not be eligible for reimbursement from ADHS.

**6. INTEREST-BEARING ACCOUNTS FOR WORKFORCE DEVELOPMENT GRANT**

According to 45 CFR 74.22 from the United States Government Printing Office, sub-recipients shall maintain advances of federal funds in interest-bearing accounts unless the sub-recipient receives less than \$120,000 per year in Federal awards or the best, reasonably available interest rate would not earn at least \$250 per year or the minimum balance of the depository would be so high that it would not be a reliable resource for funding; and when there is interest accrued, the Contractor is required to submit an annual plan outlining what will be done with the interest accrued. Sub-recipients receiving \$120,000 or more per year in Federal Funds under the HPP award will receive a site visit from ADHS annually. Interest earned in excess of \$250 shall be reported to ADHS annually for potential return.

**7. PERFORMANCE FOR WORKFORCE DEVELOPMENT GRANT**

Failure to meet the performance measures or deliverables may result in a reduction or withholding subsequent awards.

**8. DELIVERABLES**


8.1. For PHEP Grant

8.1.1. The Contractor shall:

8.1.1.1. Provide primary and secondary contact information for its public health incident command team, to ADHS, as part of the mid-year report (due date determined additionally);

8.1.1.2. Provide annually twenty-four (24) hours a day/seven (7) days a week/three hundred sixty-five (365) days a year public health emergency contact number for its Public Health Department or a designated health emergency contact person and within ten (10) days of any changes;

8.1.1.3. Submit upon activation the primary and secondary contact information for its public health incident command team. At a minimum, contact information shall be provided for the Incident

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Commander, Operations Chief, Planning Chief, Logistics Chief, and Finance/Administrative Chief;


- 8.1.1.4. Submit annually by June 1st a spending plan using the budget tool supplied by ADHS for the completion of the work plan to meet selected deliverables;
- 8.1.1.5. Submit monthly expenditure reports to the ADHS PHEP Financial Coordinator by the last day of the following month using the budget tool provided on the AZ-Program Information and Reporting Exchange (AZ-PIRE) website and include all supporting documents, receipts and reports necessary to back up the expenditures. The website can be found at <https://sites.google.com/azdhs.gov/az-pire/home>.
- 8.1.1.6. Submit a Semi-Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;
  - 8.1.1.6.1. Due date shall be determined by ADHS, and
  - 8.1.1.6.2. Report progress on Public Health Emergency Exercises.
- 8.1.1.7. Submit an Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;
  - 8.1.1.7.1. Due date shall be determined by ADHS,
  - 8.1.1.7.2. Report progress on MEDSIS, and
  - 8.1.1.7.3. Report progress on Public Health Emergency Exercises.

8.1.2. COVID-19 Deliverables

- 8.1.2.1. The Contractor shall:
  - 8.1.2.1.1. Submit a carry-over spend plan, if applicable, as requested by ADHS by September 30<sup>th</sup>, and
  - 8.1.2.1.2. Submit monthly contractor expenditure reports (CERs), if applicable, with detailed information and receipts by the last day of the following month.
- 8.1.2.2. ADHS shall:
  - 8.1.2.2.1. Upon plan approval, send a Purchase Order to the Contractor for the agreed upon allocation from the Price Sheet.

8.2. For Workforce Development Grant

- 8.2.1. The Contractor shall:
  - 8.2.1.1. Report progress on the activities within approved workplans, spending reports, progress on hiring goals and priorities shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare it for submission at the federal level. Sub-recipient is also responsible to report on diversity, equity, and inclusion plan metrics.
  - 8.2.1.2. Progress report - submit status update on meeting hiring goals and diversity, equity and

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Agreement No.: <b>CTR054639</b>	IGA Amendment No.: <b>1</b>	Procurement Officer <b>Karla Varela</b>

inclusion (DEI) metrics. Progress reports are due **every six (6) months**. ADHS shall send out the report template in advance of the due dates:

8.2.1.2.1. The period July 1, 2021 - November 30, 2021 is due December 31, 2021.

8.2.1.2.2. The period December 1, 2021 - May 31, 2022 is due June 30, 2022.

8.2.1.2.3. The period June 1, 2022 - November 30, 2022 is due December 31, 2022.

8.2.1.2.4. The period December 1, 2022 - May 31, 2023 is due June 30, 2023.

8.2.1.3. End-of-Program Report (dates covered: July 1, 2021 – June 30, 2023) - submit final report on overall workplan activities, hiring goals, and DEI metrics. ADHS shall send out the End-of-Program report template in advance of the due date:

8.2.1.3.1. The period July 1, 2021 - June 30, 2023 is due August 25, 2023.

## 9. NOTICES, CORRESPONDENCE, REPORTS, INVOICES/CERs AND PAYMENT

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

Arizona Department of Health Services  
 Public Health Emergency Preparedness  
 150 North 18th Avenue, Suite 150  
 Phoenix, Arizona 85007  
 Telephone: 602-364-0587  
 Fax: 602-364-3681 | Email: [phepchp@azdhs.gov](mailto:phepchp@azdhs.gov)

9.2. Invoices/CERs shall be sent to: [invoices@azdhs.gov](mailto:invoices@azdhs.gov)

### 9.3. Invoicing and Payment

9.3.1. The Contractor shall submit quarterly invoices equal to one (1) quarter of the annual contract amount,

9.3.2. Invoices shall include a detailed summary of the activities and outcomes included in the billing quarter, and

9.3.3. Upon approval of the Contractor's invoice by ADHS, payment will be processed.

### 9.4. Automated Clearing House

ADHS may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://qao.az.gov/sites/default/files/GAO-618%20ACH%20Authorization%20Form%20101019.pdf>.

9.4.1. ACH Vendor Authorization Form shall be emailed to [Vendor.Payautomation@azdoa.gov](mailto:Vendor.Payautomation@azdoa.gov)

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

Apache County  
 Attn: Yvette Greer



**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Amendment**


ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Agreement No.: **CTR054639**

IGA Amendment No.: **1**

Procurement Officer  
**Karla Varela**

245 W. 1<sup>st</sup> Street  
St. Johns, AZ 85936  
Telephone: 928-245-0498  
Email: [ygreer@co.apache.az.us](mailto:ygreer@co.apache.az.us)

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Agreement No.: <b>CTR054639</b>	IGA Amendment No.: <b>1</b>	Procurement Officer <b>Karla Varela</b>

**PRICE SHEET**

**PHEP GRANT**  
**Budget Period Three (3)**

July 1, 2021 through June 30, 2022

**Cost Reimbursement**

Description	Amount
Funds to enhance current PHEP activities per the deliverables in Attachment A and upon ADHS approval of monthly Contractor Expenditure Reports (CER's).	\$212,865.00
<b>TOTAL (NOT TO EXCEED)</b>	<b>\$212,865.00</b>

**WORKFORCE DEVELOPMENT GRANT**

July 1, 2021 through June 30, 2023

**Cost Reimbursement**

Description	Amount
Funds pertaining to the Workforce Development Grant Scope of Work and upon ADHS approval of quarterly Contractor Expenditure Reports (CERs).	\$641,898.00
<b>TOTAL (NOT TO EXCEED)</b>	<b>\$641,898.00</b>



**INTERGOVERNMENTAL AGREEMENT (IGA)  
Amendment**

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Agreement No.: **CTR054639**

IGA Amendment No.: **1**

Procurement Officer  
**Karla Varela**

**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):

**NU90TP922004-02**

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

**Apache County**

Subrecipient's unique entity identifier (DUNS #):

**08-289-7786**

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

**NU90TP922004**

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

Subaward Period of Performance Start and End Date;

**07/01/2019 - 06/30/2024**

Subaward Budget Period Start and End Date:

**07/01/2020 - 06/30/2021**

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

**\$212,865.00**

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

**\$7,682,618.00**

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

**\$11,721,118.00**



**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Amendment**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Agreement No.: **CTR054639**

IGA Amendment No.: **1**

Procurement Officer  
**Karla Varela**

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

**Public Health Emergency Preparedness (PHEP)  
Cooperative Agreement**

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


**Department of Health and Human Services - Centers  
for Disease Control and Prevention**

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

**93.069**

Identification of whether the award is R&D

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

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Agreement No.: <b>CTR054639</b>	IGA Amendment No.: <b>1</b>	Procurement Officer <b>Karla Varela</b>

**EXHIBIT B**

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.

<b>Prime Awardee:</b>	<b>Arizona Department of Health Services</b>
<b>DUNS #</b>	<b>804745420</b>
Federal Award Identification (Grant Number):	<u><b>NU90TP22172-01-00</b></u>
Subrecipient name (which must match the name associated with its unique entity identifier):	<u><b>Apache County</b></u>
Subrecipient's unique entity identifier (DUNS #):	<u><b>08-289-7786</b></u>
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<u><b>NU90TP22172</b></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><b>5/19/2021</b></u>
Subaward Period of Performance Start and End Date;	<u><b>07/01/2021 - 06/30/2023</b></u>
Subaward Budget Period Start and End Date:	<u><b>07/01/2021 - 06/30/2023</b></u>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	<u><b>\$641,898.00</b></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><b>\$43,570,409.00</b></u>
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	<u><b>\$43,570,409.00</b></u>

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Agreement No.: <b>CTR054639</b>	IGA Amendment No.: <b>1</b>	Procurement Officer <b>Karla Varela</b>

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

**Cooperative Agreement for Emergency Response -  
 Public Health Crisis Response – 2018**  
**(Workforce Development Grant)**

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

**Department of Health and Human Services - Centers  
 for Disease Control and Prevention**

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

**93.354**

Identification of whether the award is R&D

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

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

Submitter's Name Stephanie McCarthy, Interim Health Director

Date/Signature: *Stephanie McCarthy*

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

Request authorization to create and fill the following grant funded positions: two (2) Public Health Nurse RN (Range 56) positions, and one Grant Manager (Range 52) position.

BOS Meeting Date: March 1, 2022

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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

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## GRANTS MANAGER (Public Health)

Effective Date:	3/01/2022
Salary Range:	52
Minimum Salary:	\$52,707
Midpoint Salary:	\$64,844
Maximum Salary:	\$76,981

### **NATURE OF WORK:**

Under general direction, under the supervision of the Public Health Director performs administrative, financial, personnel, operational and grant administration functions of the department and assists in the administration of various county and department programs. In addition, the position has responsibility for conducting research, writing, filing, and performing the accounting and reporting, for all COVID grants administered by the department. This is an unclassified, exempt position.

### **TYPICAL DUTIES:**

This position will perform a variety of complex duties which may include:

Assist the Department Head in execution and administration of office policies, budgets, personnel issues, relating to the various aspects of grant administration, to include: daily operations of, gathering data for budget preparation and analysis, cash accounting and custody; prepare, record, and monitor purchasing requirements, IT supplies and support for grant administration; personnel scheduling, coordination, and time; ensuring proper and timely filing/issuance of department documents, notices, reports, and correspondence, and coordinates the recording, distribution, and preservation of departmental records for grant administration. Conduct research gather and analyze information in the preparation and justification of grants of all types. Assist in the tracking, reporting, and budgeting of grant monies.

Oversees the management and administration of the various programs, to include, but not limited to: ensuring scheduling conference, preparing/issuing and recording official notices/correspondence, developing, coordinating and scheduling community functions and training as it relates to the various grants administer by the department; assist in mail delivery, filing, typing, notification and office administration of all grants; Ensures responsive purchasing bids are solicited, compares price quotes, recommends vendor awards, issues purchase orders and monitors vendor performance. Maintain and monitor and report all financial data and CER's related to federal and state contracts, including payments and encumbrances, in the automated financial system; other duties as assigned.

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

Must have sound organizational and time management skills and experience, Demonstrate strong technical writing ability and communication expertise in grant writing and administration, documented experience in, and a strong understanding of; grant research, writing, and policies governing the administration of grant funds, possess proficiency in computer applications, have a sound understanding of budgeting and financial principles, strong comprehension of modern office practices of administration, and exceptional inter-personnel skills, rapport and leadership.

### **EXPERIENCE AND EDUCATION:**

A minimum of a Bachelor's degree, and three (3) to five (5) years of increasingly responsible experience in grant research, application and management; OR, an equivalent combination of experience, education and training which provides the desired knowledge, skills, and abilities.



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Preston Raban for Little Colorado Meats

Date/Signature:

2/16/2022



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

POWER POINT INTRODUCTION OF SERVICES L.C.M. WILL PROVIDE.

BOS Meeting Date Requested

3/1/2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



**Little Colorado Meats  
Local Beef: System Regionalization Project**

**What is LCM?**

The Foundation for Little Colorado Revitalization’s (FfLCR) *Little Colorado Meats* was formed in response to a set of unique challenges in Apache County. With funding and assistance from USDA Rural Development the FfLCR is establishing a regional food system by constructing a USDA Inspected meat processing facility with an initial capacity of 75 head per week and expansion to 225 per week in five years.

**How We Got Here**

WHAT WE TRIED	WHAT WE LEARNED
2019 USDA-REDI Capacity Building Grant - Successful	Organizational capacity is essential
2019-20 USDA-AMS Local Food Production Promotion Grant Application – Unsuccessful	Build Relationships/Partnerships
2020 USDA RD Community Facilities Grant – Unsuccessful	Research, research, document
2020 USDA RD Community Facilities Loan – Successful for 45% of funds needed	Expertise, qualified personnel is essential
4 Loan Applications Public and Private (RCAC, FSA, Private Bank, Private Investors) – Denied X 4	Understand: funding cycles, funders’ priorities and your own concept
USDA RD Combination of Grants/Loans - Successful	Commercial Enterprise or Social Enterprise
	NO \$\$\$ for Start-ups
	Be creative
	Be persistent

**LCM’s Mission**

LCM is a social enterprise designed to be an anchor in the development of a larger regional food system. It is LCM's goal to connect underserved and food insecure communities and residents with healthier and more accessible, locally produced meats and at the same time expand market opportunities for local livestock producers.

**LCM’s Services**

Little Colorado Meats offers USDA inspected harvesting and processing services to livestock producers. Little Colorado Meats also sells locally grown, all natural meats from local producers to institutions such as food banks, schools and hospitals, along with sales to restaurants and individual consumers.



## Economic Impact

- Total Start-up Investment +\$2.2 Mil
- Jobs Created over 2 year period – 14 FT, 2-4 Seasonal PT, 4 apprentices/trainees
- Average Salary - \$37,600 (\$300,800 1<sup>st</sup> year)
- 170,000 lbs of LCM meats into local food system 1<sup>st</sup> year (\$1,119,000 value)
- **Estimated** Gross Increase for Ranchers (based on 1,000 hd for 1<sup>st</sup> year)
  - Sale to LCM 90% per head - \$438,000 additional dollars to local ranchers
  - Rancher Sale 170% per head - \$815,000 additional dollars to local ranchers
    - ❖ Based upon current USDA pricing data and market prices

Total Potential Economic Impact - \$4,872,800 1<sup>st</sup> year

## Timeline

February 2022 – Construction continues

March 2022 - Employment Interviews, Employee training, Pre-contract and scheduling

April 2022 – Equipment and unit installation, HACCP Plan development, Test runs

May 2022 – Official Opening

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: Sh CAH 2/17/21

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

Request approval of demands as distributed to the Apache County Board of Supervisors between February 1, 2022 and March 1, 2022. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested March 1, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

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

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103062	02/01/22	Accounts Payable	4IMPRINT	994.18
NBAZ - Warrant Clearing Account	Check	1103063	02/01/22	Accounts Payable	A-1 SMALL ENGINE REPAIR	357.65
NBAZ - Warrant Clearing Account	Check	1103064	02/01/22	Accounts Payable	ACTION PLUMBING/REED SERVICES LLC	146.00
NBAZ - Warrant Clearing Account	Check	1103065	02/01/22	Accounts Payable	ADVANCED AIR SYSTEMS LLC	3,863.00
NBAZ - Warrant Clearing Account	Check	1103066	02/01/22	Accounts Payable	ALSCO INC	344.79
NBAZ - Warrant Clearing Account	Check	1103067	02/01/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	9,174.31
NBAZ - Warrant Clearing Account	Check	1103068	02/01/22	Accounts Payable	AMAZON COM INC (Health & Library)	6,652.05
NBAZ - Warrant Clearing Account	Check	1103069	02/01/22	Accounts Payable	AMERIGAS - GALLUP	1,053.81
NBAZ - Warrant Clearing Account	Check	1103070	02/01/22	Accounts Payable	AMIGO CHEVROLET	976.52
NBAZ - Warrant Clearing Account	Check	1103071	02/01/22	Accounts Payable	AMIGO CHEVROLET	1,872.69
NBAZ - Warrant Clearing Account	Check	1103072	02/01/22	Accounts Payable	CHARLI A ANDERSON	636.49
NBAZ - Warrant Clearing Account	Check	1103073	02/01/22	Accounts Payable	ARIZONA FREELANCE INTERPRETING SERVICES	180.00
NBAZ - Warrant Clearing Account	Check	1103074	02/01/22	Accounts Payable	ASPEN TIRE & OIL	43.95
NBAZ - Warrant Clearing Account	Check	1103075	02/01/22	Accounts Payable	AZLGEBT	325,800.08
NBAZ - Warrant Clearing Account	Check	1103076	02/01/22	Accounts Payable	BASHAS' CORPORATE OFFICE	341.04
NBAZ - Warrant Clearing Account	Check	1103077	02/01/22	Accounts Payable	BAUMAN HOME AND AUTO INC	195.38
NBAZ - Warrant Clearing Account	Check	1103078	02/01/22	Accounts Payable	BEARD BROTHERS AUTO GLASS	225.83
NBAZ - Warrant Clearing Account	Check	1103079	02/01/22	Accounts Payable	SARAH MAE BEGAY	110.00
NBAZ - Warrant Clearing Account	Check	1103080	02/01/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	124.43
NBAZ - Warrant Clearing Account	Check	1103081	02/01/22	Accounts Payable	BOB BARKER COMPANY INC	1,679.38
NBAZ - Warrant Clearing Account	Check	1103082	02/01/22	Accounts Payable	JARROD C BROOKS	831.12
NBAZ - Warrant Clearing Account	Check	1103083	02/01/22	Accounts Payable	CEDAR GROVE WATER CO	83.30
NBAZ - Warrant Clearing Account	Check	1103084	02/01/22	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	3,300.00
NBAZ - Warrant Clearing Account	Check	1103085	02/01/22	Accounts Payable	CONDITIONED RESPONSE TRAINING	575.00
NBAZ - Warrant Clearing Account	Check	1103086	02/01/22	Accounts Payable	COURTESY CHEVROLET	60,108.50
NBAZ - Warrant Clearing Account	Check	1103087	02/01/22	Accounts Payable	ROGER STUART CURTIS	410.04
NBAZ - Warrant Clearing Account	Check	1103088	02/01/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
NBAZ - Warrant Clearing Account	Check	1103089	02/01/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	228.96
NBAZ - Warrant Clearing Account	Check	1103090	02/01/22	Accounts Payable	JOSEPH DEDMAN JR	260.00
NBAZ - Warrant Clearing Account	Check	1103091	02/01/22	Accounts Payable	DESERT MOUNTAIN CORPORATION	5,202.67
NBAZ - Warrant Clearing Account	Check	1103092	02/01/22	Accounts Payable	DITTYS PIZZA AND PIE	45.74
NBAZ - Warrant Clearing Account	Check	1103093	02/01/22	Accounts Payable	EL CUPIDOS EXPRESS	111.51
NBAZ - Warrant Clearing Account	Check	1103094	02/01/22	Accounts Payable	EM HALE LAW	104.00
NBAZ - Warrant Clearing Account	Check	1103095	02/01/22	Accounts Payable	EMPIRE MACHINERY	11,406.18
NBAZ - Warrant Clearing Account	Check	1103096	02/01/22	Accounts Payable	FERRELLGAS	772.99
NBAZ - Warrant Clearing Account	Check	1103097	02/01/22	Accounts Payable	FLEET PRIDE	1,423.50
NBAZ - Warrant Clearing Account	Check	1103098	02/01/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	47.66
NBAZ - Warrant Clearing Account	Check	1103099	02/01/22	Accounts Payable	FRONTIER	391.68
NBAZ - Warrant Clearing Account	Check	1103100	02/01/22	Accounts Payable	FRONTIER	203.93
NBAZ - Warrant Clearing Account	Check	1103101	02/01/22	Accounts Payable	FRONTIER	331.19
NBAZ - Warrant Clearing Account	Check	1103102	02/01/22	Accounts Payable	FRONTIER	349.97
NBAZ - Warrant Clearing Account	Check	1103103	02/01/22	Accounts Payable	FRONTIER	169.72
NBAZ - Warrant Clearing Account	Check	1103104	02/01/22	Accounts Payable	FRONTIER	808.59
NBAZ - Warrant Clearing Account	Check	1103105	02/01/22	Accounts Payable	FRONTIER	175.87
NBAZ - Warrant Clearing Account	Check	1103106	02/01/22	Accounts Payable	FRONTIER	116.83
NBAZ - Warrant Clearing Account	Check	1103107	02/01/22	Accounts Payable	FRONTIER	180.22
NBAZ - Warrant Clearing Account	Check	1103108	02/01/22	Accounts Payable	FRONTIER	173.37
NBAZ - Warrant Clearing Account	Check	1103109	02/01/22	Accounts Payable	FRONTIER	129.75
NBAZ - Warrant Clearing Account	Check	1103110	02/01/22	Accounts Payable	FRONTIER	173.96
NBAZ - Warrant Clearing Account	Check	1103111	02/01/22	Accounts Payable	FRONTIER	173.78
NBAZ - Warrant Clearing Account	Check	1103112	02/01/22	Accounts Payable	FRONTIER	266.75
NBAZ - Warrant Clearing Account	Check	1103113	02/01/22	Accounts Payable	FRONTIER	225.62
NBAZ - Warrant Clearing Account	Check	1103114	02/01/22	Accounts Payable	FUTURE TIRE	7,726.79
NBAZ - Warrant Clearing Account	Check	1103115	02/01/22	Accounts Payable	GALLUP INDEPENDENT	138.00
NBAZ - Warrant Clearing Account	Check	1103116	02/01/22	Accounts Payable	GALLUP LUMBER & SUPPLY	23.98
NBAZ - Warrant Clearing Account	Check	1103117	02/01/22	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
NBAZ - Warrant Clearing Account	Check	1103118	02/01/22	Accounts Payable	HAMBLIN & ASSOCIATES LLC	5,300.00
NBAZ - Warrant Clearing Account	Check	1103119	02/01/22	Accounts Payable	HEALTHQUITY INC	163.55
NBAZ - Warrant Clearing Account	Check	1103120	02/01/22	Accounts Payable	HIGH COUNTRY PROPANE	173.48
NBAZ - Warrant Clearing Account	Check	1103121	02/01/22	Accounts Payable	HIGH COUNTRY SIGNS LLC	1,140.00
NBAZ - Warrant Clearing Account	Check	1103122	02/01/22	Accounts Payable	HILL AZ GROCERY STORE	83.69
NBAZ - Warrant Clearing Account	Check	1103123	02/01/22	Accounts Payable	HOME DEPOT	351.63
NBAZ - Warrant Clearing Account	Check	1103124	02/01/22	Accounts Payable	BRIAN HOUNSHELL	62.97
NBAZ - Warrant Clearing Account	Check	1103125	02/01/22	Accounts Payable	HP2 INC	386.51
NBAZ - Warrant Clearing Account	Check	1103126	02/01/22	Accounts Payable	JOHN (JACK) INGRAM	72.00
NBAZ - Warrant Clearing Account	Check	1103127	02/01/22	Accounts Payable	JONES OUTDOOR ADVERTISING INC	225.00
NBAZ - Warrant Clearing Account	Check	1103128	02/01/22	Accounts Payable	KIMBALL EQUIPMENT COMPANY	168.70
NBAZ - Warrant Clearing Account	Check	1103129	02/01/22	Accounts Payable	KONICA MINOLTA	31.93
NBAZ - Warrant Clearing Account	Check	1103130	02/01/22	Accounts Payable	MICHAEL LATHAM	145.80

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103131	02/01/22	Accounts Payable	LOWES #24	105.38
NBAZ - Warrant Clearing Account	Check	1103132	02/01/22	Accounts Payable	MCKESSON MEDICAL SURGICAL	427.15
NBAZ - Warrant Clearing Account	Check	1103133	02/01/22	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	800.00
NBAZ - Warrant Clearing Account	Check	1103134	02/01/22	Accounts Payable	DIANA M MORGAN	239.27
NBAZ - Warrant Clearing Account	Check	1103135	02/01/22	Accounts Payable	NAPA	3,111.28
NBAZ - Warrant Clearing Account	Check	1103136	02/01/22	Accounts Payable	NAVAJO NATION	100.00
NBAZ - Warrant Clearing Account	Check	1103137	02/01/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	417.45
NBAZ - Warrant Clearing Account	Check	1103138	02/01/22	Accounts Payable	NAVAJO WESTERNERS	234.48
NBAZ - Warrant Clearing Account	Check	1103139	02/01/22	Accounts Payable	NEWMAN SIGNS INC	8,757.32
NBAZ - Warrant Clearing Account	Check	1103140	02/01/22	Accounts Payable	NOEL'S INC	382.28
NBAZ - Warrant Clearing Account	Check	1103141	02/01/22	Accounts Payable	ANTONY C NOTAH	165.00
NBAZ - Warrant Clearing Account	Check	1103142	02/01/22	Accounts Payable	OVERDRIVE INC	277.18
NBAZ - Warrant Clearing Account	Check	1103143	02/01/22	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	183.65
NBAZ - Warrant Clearing Account	Check	1103144	02/01/22	Accounts Payable	JILL PATTERSON	27.50
NBAZ - Warrant Clearing Account	Check	1103145	02/01/22	Accounts Payable	RYAN N PATTERSON	379.10
NBAZ - Warrant Clearing Account	Check	1103146	02/01/22	Accounts Payable	DOUGLAS LANCE PEARCE	590.33
NBAZ - Warrant Clearing Account	Check	1103147	02/01/22	Accounts Payable	PITNEY BOWES	197.00
NBAZ - Warrant Clearing Account	Check	1103148	02/01/22	Accounts Payable	QUALITY CARQUEST	1,014.49
NBAZ - Warrant Clearing Account	Check	1103149	02/01/22	Accounts Payable	QUILL CORP	7,689.98
NBAZ - Warrant Clearing Account	Check	1103150	02/01/22	Accounts Payable	R&S NORTHEAST LLC	274.95
NBAZ - Warrant Clearing Account	Check	1103151	02/01/22	Accounts Payable	PRESTON MAURICE RABAN	533.77
NBAZ - Warrant Clearing Account	Check	1103152	02/01/22	Accounts Payable	RHINEHART OIL CO	28.37
NBAZ - Warrant Clearing Account	Check	1103153	02/01/22	Accounts Payable	KODY RICHARDSON	345.00
NBAZ - Warrant Clearing Account	Check	1103154	02/01/22	Accounts Payable	RUSH TRUCK CENTER	1,471.03
NBAZ - Warrant Clearing Account	Check	1103155	02/01/22	Accounts Payable	SAFETY KLEEN	1,017.94
NBAZ - Warrant Clearing Account	Check	1103156	02/01/22	Accounts Payable	SAFEWAY INC	86.52
NBAZ - Warrant Clearing Account	Check	1103157	02/01/22	Accounts Payable	SARANIECKI INSTITUTE FOR NUTRITION & ENVIRONMENTAL	212.00
NBAZ - Warrant Clearing Account	Check	1103158	02/01/22	Accounts Payable	SIERRA PROPANE	420.70
NBAZ - Warrant Clearing Account	Check	1103159	02/01/22	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	119.13
NBAZ - Warrant Clearing Account	Check	1103160	02/01/22	Accounts Payable	SONJAS CUSTOMIZED EMBROIDERY	160.00
NBAZ - Warrant Clearing Account	Check	1103161	02/01/22	Accounts Payable	SPARKLETT'S WATER	152.88
NBAZ - Warrant Clearing Account	Check	1103162	02/01/22	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,113.78
NBAZ - Warrant Clearing Account	Check	1103163	02/01/22	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	50.00
NBAZ - Warrant Clearing Account	Check	1103164	02/01/22	Accounts Payable	JIMMY RAY STEVENS JR	139.50
NBAZ - Warrant Clearing Account	Check	1103165	02/01/22	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	1,763.78
NBAZ - Warrant Clearing Account	Check	1103166	02/01/22	Accounts Payable	SUN GLASS LLC	325.13
NBAZ - Warrant Clearing Account	Check	1103167	02/01/22	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
NBAZ - Warrant Clearing Account	Check	1103168	02/01/22	Accounts Payable	JEREL THOMAS	65.01
NBAZ - Warrant Clearing Account	Check	1103169	02/01/22	Accounts Payable	TRACKER SOFTWARE CORP	4,284.00
NBAZ - Warrant Clearing Account	Check	1103170	02/01/22	Accounts Payable	UNIFIRST CORPORATION	275.07
NBAZ - Warrant Clearing Account	Check	1103171	02/01/22	Accounts Payable	VALLEY AUTO PARTS	1,055.27
NBAZ - Warrant Clearing Account	Check	1103172	02/01/22	Accounts Payable	VALLEY IMAGING SOLUTIONS	99.95
NBAZ - Warrant Clearing Account	Check	1103173	02/01/22	Accounts Payable	VERIZON WIRELESS	1,616.04
NBAZ - Warrant Clearing Account	Check	1103174	02/01/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	33.08
NBAZ - Warrant Clearing Account	Check	1103175	02/01/22	Accounts Payable	MICHAEL B WHITING	90.92
NBAZ - Warrant Clearing Account	Check	1103176	02/01/22	Accounts Payable	WOODLAND BUILDING CENTER	193.55
NBAZ - Warrant Clearing Account	Check	1103177	02/01/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,620.35
NBAZ - Warrant Clearing Account	Check	1103205	02/01/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	385.99
NBAZ - Warrant Clearing Account	Check	1103206	02/01/22	Accounts Payable	APACHE COUNTY FSA	788.24
NBAZ - Warrant Clearing Account	Check	1103207	02/01/22	Accounts Payable	APACHE COUNTY HSA	4,010.76
NBAZ - Warrant Clearing Account	Check	1103208	02/01/22	Accounts Payable	APACHE COUNTY MEDICAL	161,244.32
NBAZ - Warrant Clearing Account	Check	1103209	02/01/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	154,210.40
NBAZ - Warrant Clearing Account	Check	1103210	02/01/22	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1103211	02/01/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	124,977.74
NBAZ - Warrant Clearing Account	Check	1103212	02/01/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1103213	02/01/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,337.93
NBAZ - Warrant Clearing Account	Check	1103214	02/01/22	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1103215	02/01/22	Accounts Payable	CORP DISABILITY	193.06
NBAZ - Warrant Clearing Account	Check	1103216	02/01/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,651.19
NBAZ - Warrant Clearing Account	Check	1103217	02/01/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,707.59
NBAZ - Warrant Clearing Account	Check	1103218	02/01/22	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1103219	02/01/22	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1103220	02/01/22	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1103221	02/01/22	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1103222	02/01/22	Accounts Payable	NATIONWIDE	3,890.60
NBAZ - Warrant Clearing Account	Check	1103223	02/01/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1103224	02/01/22	Accounts Payable	NATIONWIDE TRUST FSB	3,582.95
NBAZ - Warrant Clearing Account	Check	1103225	02/01/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1103226	02/01/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	10,390.16

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103227	02/01/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1103228	02/01/22	Accounts Payable	SECURITY BENEFIT GROUP	315.00
NBAZ - Warrant Clearing Account	Check	1103229	02/01/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	996.00
NBAZ - Warrant Clearing Account	Check	1103230	02/02/22	Accounts Payable	EMEDCO	550.36
NBAZ - Warrant Clearing Account	Check	1103231	02/02/22	Accounts Payable	ALTON JOE SHEPHERD	4.68
NBAZ - Warrant Clearing Account	Check	1103232	02/02/22	Accounts Payable	ALTON JOE SHEPHERD	113.12
NBAZ - Warrant Clearing Account	Check	1103233	02/02/22	Accounts Payable	ALTON JOE SHEPHERD	446.74
NBAZ - Warrant Clearing Account	Check	1103234	02/03/22	Accounts Payable	PITNEY BOWES	185.45
NBAZ - Warrant Clearing Account	Check	1103235	02/03/22	Accounts Payable	ALTON JOE SHEPHERD	446.74
NBAZ - Warrant Clearing Account	Check	1103237	02/08/22	Accounts Payable	4IMPRINT	497.87
NBAZ - Warrant Clearing Account	Check	1103238	02/08/22	Accounts Payable	ACTION PLUMBING/REED SERVICES LLC	979.00
NBAZ - Warrant Clearing Account	Check	1103239	02/08/22	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	36,542.05
NBAZ - Warrant Clearing Account	Check	1103240	02/08/22	Accounts Payable	ALPINE WATER AND SANITARY	89.58
NBAZ - Warrant Clearing Account	Check	1103241	02/08/22	Accounts Payable	ALSCO INC	535.19
NBAZ - Warrant Clearing Account	Check	1103242	02/08/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	9,787.93
NBAZ - Warrant Clearing Account	Check	1103243	02/08/22	Accounts Payable	AMERIGAS - GALLUP	868.22
NBAZ - Warrant Clearing Account	Check	1103244	02/08/22	Accounts Payable	AMIGO CHEVROLET	265.66
NBAZ - Warrant Clearing Account	Check	1103245	02/08/22	Accounts Payable	APACHE COUNTY	347.69
NBAZ - Warrant Clearing Account	Check	1103246	02/08/22	Accounts Payable	APCO INTERNATIONAL INC	345.00
NBAZ - Warrant Clearing Account	Check	1103247	02/08/22	Accounts Payable	ASHTONS REPAIR INC	246.52
NBAZ - Warrant Clearing Account	Check	1103248	02/08/22	Accounts Payable	AT&T MOBILITY	136.80
NBAZ - Warrant Clearing Account	Check	1103249	02/08/22	Accounts Payable	AZ BOILER COMPANY INC	1,229.11
NBAZ - Warrant Clearing Account	Check	1103250	02/08/22	Accounts Payable	AZ COUNTIES INSURANCE POOL	6,366.33
NBAZ - Warrant Clearing Account	Check	1103251	02/08/22	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	67.00
NBAZ - Warrant Clearing Account	Check	1103252	02/08/22	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,284.91
NBAZ - Warrant Clearing Account	Check	1103253	02/08/22	Accounts Payable	AZ SUPREME COURT	285.20
NBAZ - Warrant Clearing Account	Check	1103254	02/08/22	Accounts Payable	BAUMAN HOME AND AUTO INC	546.33
NBAZ - Warrant Clearing Account	Check	1103255	02/08/22	Accounts Payable	SARAH MAE BEGAY	650.00
NBAZ - Warrant Clearing Account	Check	1103256	02/08/22	Accounts Payable	BRIAN BELL	225.00
NBAZ - Warrant Clearing Account	Check	1103257	02/08/22	Accounts Payable	CAROLYN BENALLY	119.51
NBAZ - Warrant Clearing Account	Check	1103258	02/08/22	Accounts Payable	BI INC	431.91
NBAZ - Warrant Clearing Account	Check	1103259	02/08/22	Accounts Payable	BIBLIOLABS LLC	4,224.00
NBAZ - Warrant Clearing Account	Check	1103260	02/08/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	801.25
NBAZ - Warrant Clearing Account	Check	1103261	02/08/22	Accounts Payable	BOB BARKER COMPANY INC	1,623.73
NBAZ - Warrant Clearing Account	Check	1103262	02/08/22	Accounts Payable	BOOT BARN	117.09
NBAZ - Warrant Clearing Account	Check	1103263	02/08/22	Accounts Payable	MICHAEL T BRAGIEL	54.64
NBAZ - Warrant Clearing Account	Check	1103264	02/08/22	Accounts Payable	JOSEPH DARRON BRODERICK	113.97
NBAZ - Warrant Clearing Account	Check	1103265	02/08/22	Accounts Payable	JARROD C BROOKS	70.00
NBAZ - Warrant Clearing Account	Check	1103266	02/08/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1103267	02/08/22	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	22.76
NBAZ - Warrant Clearing Account	Check	1103268	02/08/22	Accounts Payable	CDW GOVERNMENT LLC	2,506.06
NBAZ - Warrant Clearing Account	Check	1103269	02/08/22	Accounts Payable	CELLULAR ONE NE AZ	268.37
NBAZ - Warrant Clearing Account	Check	1103270	02/08/22	Accounts Payable	KIMBERLY LOUISE COLE	152.73
NBAZ - Warrant Clearing Account	Check	1103271	02/08/22	Accounts Payable	CONDITIONED RESPONSE TRAINING	350.00
NBAZ - Warrant Clearing Account	Check	1103272	02/08/22	Accounts Payable	CONTRACT PHARMACY SERVICES INC	376.84
NBAZ - Warrant Clearing Account	Check	1103273	02/08/22	Accounts Payable	COREMR LC	370.00
NBAZ - Warrant Clearing Account	Check	1103274	02/08/22	Accounts Payable	CPR SAVERS AND FIRST AID SUPPLY	332.95
NBAZ - Warrant Clearing Account	Check	1103275	02/08/22	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	5,147.50
NBAZ - Warrant Clearing Account	Check	1103276	02/08/22	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	10,258.75
NBAZ - Warrant Clearing Account	Check	1103277	02/08/22	Accounts Payable	DAVIS TRUE VALUE HARDWARE	16.55
NBAZ - Warrant Clearing Account	Check	1103278	02/08/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	213.27
NBAZ - Warrant Clearing Account	Check	1103279	02/08/22	Accounts Payable	DEMCO	149.35
NBAZ - Warrant Clearing Account	Check	1103280	02/08/22	Accounts Payable	DIRECTV LLC	179.47
NBAZ - Warrant Clearing Account	Check	1103281	02/08/22	Accounts Payable	DISH NETWORK	136.17
NBAZ - Warrant Clearing Account	Check	1103282	02/08/22	Accounts Payable	DISH NETWORK	168.61
NBAZ - Warrant Clearing Account	Check	1103283	02/08/22	Accounts Payable	DISH NETWORK	101.99
NBAZ - Warrant Clearing Account	Check	1103284	02/08/22	Accounts Payable	EMPIRE MACHINERY	3,558.26
NBAZ - Warrant Clearing Account	Check	1103285	02/08/22	Accounts Payable	FERRELLGAS	2,115.59
NBAZ - Warrant Clearing Account	Check	1103286	02/08/22	Accounts Payable	ROBERT L FITE	68.44
NBAZ - Warrant Clearing Account	Check	1103287	02/08/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	240.75
NBAZ - Warrant Clearing Account	Check	1103288	02/08/22	Accounts Payable	JOHN L FREEMAN JR	54.52
NBAZ - Warrant Clearing Account	Check	1103289	02/08/22	Accounts Payable	FRONTIER	57.29
NBAZ - Warrant Clearing Account	Check	1103290	02/08/22	Accounts Payable	FRONTIER	142.73
NBAZ - Warrant Clearing Account	Check	1103291	02/08/22	Accounts Payable	FRONTIER	180.10
NBAZ - Warrant Clearing Account	Check	1103292	02/08/22	Accounts Payable	FRONTIER	405.09
NBAZ - Warrant Clearing Account	Check	1103293	02/08/22	Accounts Payable	FRONTIER	101.41
NBAZ - Warrant Clearing Account	Check	1103294	02/08/22	Accounts Payable	FRONTIER	105.37
NBAZ - Warrant Clearing Account	Check	1103295	02/08/22	Accounts Payable	FRONTIER	73.87
NBAZ - Warrant Clearing Account	Check	1103296	02/08/22	Accounts Payable	FRONTIER	81.95

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103297	02/08/22	Accounts Payable	FUTURE TIRE	2,132.35
NBAZ - Warrant Clearing Account	Check	1103298	02/08/22	Accounts Payable	GALL'S INC	958.78
NBAZ - Warrant Clearing Account	Check	1103299	02/08/22	Accounts Payable	GALLUP INDEPENDENT	211.22
NBAZ - Warrant Clearing Account	Check	1103300	02/08/22	Accounts Payable	GOLIGHTLY TIRE	292.92
NBAZ - Warrant Clearing Account	Check	1103301	02/08/22	Accounts Payable	DARYL GREER	460.98
NBAZ - Warrant Clearing Account	Check	1103302	02/08/22	Accounts Payable	BUTCH GUNNELS	219.38
NBAZ - Warrant Clearing Account	Check	1103303	02/08/22	Accounts Payable	HILL AZ GROCERY STORE	96.53
NBAZ - Warrant Clearing Account	Check	1103304	02/08/22	Accounts Payable	HILLYARD/FLAGSTAFF	1,374.31
NBAZ - Warrant Clearing Account	Check	1103305	02/08/22	Accounts Payable	HOME DEPOT	2,113.81
NBAZ - Warrant Clearing Account	Check	1103306	02/08/22	Accounts Payable	INGRAM LIBRARY SERVICES	444.31
NBAZ - Warrant Clearing Account	Check	1103307	02/08/22	Accounts Payable	KONICA MINOLTA	622.15
NBAZ - Warrant Clearing Account	Check	1103308	02/08/22	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	93.89
NBAZ - Warrant Clearing Account	Check	1103309	02/08/22	Accounts Payable	LIGHT HOUSE OF ARIZONA	392.22
NBAZ - Warrant Clearing Account	Check	1103310	02/08/22	Accounts Payable	LIVCO WATER & SEWER COMPANY	53.18
NBAZ - Warrant Clearing Account	Check	1103311	02/08/22	Accounts Payable	LOWES COMPANIES INC	230.73
NBAZ - Warrant Clearing Account	Check	1103312	02/08/22	Accounts Payable	OSCAR R MIRANDA	65.88
NBAZ - Warrant Clearing Account	Check	1103313	02/08/22	Accounts Payable	MISSION UNIFORM & LINEN	191.30
NBAZ - Warrant Clearing Account	Check	1103314	02/08/22	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	402.87
NBAZ - Warrant Clearing Account	Check	1103315	02/08/22	Accounts Payable	DANIEL R MUTH	35.92
NBAZ - Warrant Clearing Account	Check	1103316	02/08/22	Accounts Payable	NAPA	151.91
NBAZ - Warrant Clearing Account	Check	1103317	02/08/22	Accounts Payable	NATIONAL BANK	14,895.43
NBAZ - Warrant Clearing Account	Check	1103318	02/08/22	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	260.88
NBAZ - Warrant Clearing Account	Check	1103319	02/08/22	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,386.77
NBAZ - Warrant Clearing Account	Check	1103320	02/08/22	Accounts Payable	NAVAJO COUNTY	2,500.00
NBAZ - Warrant Clearing Account	Check	1103321	02/08/22	Accounts Payable	NAVAJO SANITATION INC	332.31
NBAZ - Warrant Clearing Account	Check	1103322	02/08/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	777.59
NBAZ - Warrant Clearing Account	Check	1103323	02/08/22	Accounts Payable	NAVAJO WESTERNERS	82.64
NBAZ - Warrant Clearing Account	Check	1103324	02/08/22	Accounts Payable	TEDDY MILES NEWMAN	94.20
NBAZ - Warrant Clearing Account	Check	1103325	02/08/22	Accounts Payable	OCLC INC	83.90
NBAZ - Warrant Clearing Account	Check	1103326	02/08/22	Accounts Payable	OFFICE DEPOT	47.83
NBAZ - Warrant Clearing Account	Check	1103327	02/08/22	Accounts Payable	OVERDRIVE INC	845.87
NBAZ - Warrant Clearing Account	Check	1103328	02/08/22	Accounts Payable	RYAN N PATTERSON	305.74
NBAZ - Warrant Clearing Account	Check	1103329	02/08/22	Accounts Payable	RYAN N PATTERSON	58.01
NBAZ - Warrant Clearing Account	Check	1103330	02/08/22	Accounts Payable	PENWORTHY COMPANY	229.00
NBAZ - Warrant Clearing Account	Check	1103331	02/08/22	Accounts Payable	PERFECT PRINTZ LLC	800.00
NBAZ - Warrant Clearing Account	Check	1103332	02/08/22	Accounts Payable	PIMA COUNTY MEDICAL	2,500.00
NBAZ - Warrant Clearing Account	Check	1103333	02/08/22	Accounts Payable	PINAL COUNTY ARIZONA	10,757.00
NBAZ - Warrant Clearing Account	Check	1103334	02/08/22	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
NBAZ - Warrant Clearing Account	Check	1103335	02/08/22	Accounts Payable	PREMIUM PROPANE LLC	1,905.00
NBAZ - Warrant Clearing Account	Check	1103336	02/08/22	Accounts Payable	QUILL CORP	13,763.65
NBAZ - Warrant Clearing Account	Check	1103337	02/08/22	Accounts Payable	RHINEHART OIL CO	21,166.43
NBAZ - Warrant Clearing Account	Check	1103338	02/08/22	Accounts Payable	RUSH TRUCK CENTER	45.64
NBAZ - Warrant Clearing Account	Check	1103339	02/08/22	Accounts Payable	SAFELITE AUTO GLASS	1,517.75
NBAZ - Warrant Clearing Account	Check	1103340	02/08/22	Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO INC	756.74
NBAZ - Warrant Clearing Account	Check	1103341	02/08/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,967.33
NBAZ - Warrant Clearing Account	Check	1103342	02/08/22	Accounts Payable	SEM APPLICATIONS INC	96.00
NBAZ - Warrant Clearing Account	Check	1103343	02/08/22	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	1,987.27
NBAZ - Warrant Clearing Account	Check	1103344	02/08/22	Accounts Payable	SPARKLETT'S WATER	47.44
NBAZ - Warrant Clearing Account	Check	1103345	02/08/22	Accounts Payable	SRFAX (J2 GLOBAL CANADA INC)	154.20
NBAZ - Warrant Clearing Account	Check	1103346	02/08/22	Accounts Payable	ST JOHNS CITY	723.52
NBAZ - Warrant Clearing Account	Check	1103347	02/08/22	Accounts Payable	ST JOHNS SUBWAY	105.81
NBAZ - Warrant Clearing Account	Check	1103348	02/08/22	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	525.58
NBAZ - Warrant Clearing Account	Check	1103349	02/08/22	Accounts Payable	SUG ROGERS CONSTRUCTION LLC	230.80
NBAZ - Warrant Clearing Account	Check	1103350	02/08/22	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	3,057.35
NBAZ - Warrant Clearing Account	Check	1103351	02/08/22	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	250.07
NBAZ - Warrant Clearing Account	Check	1103352	02/08/22	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1103353	02/08/22	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	968.79
NBAZ - Warrant Clearing Account	Check	1103354	02/08/22	Accounts Payable	THE LIBRARY STORE INC	283.00
NBAZ - Warrant Clearing Account	Check	1103355	02/08/22	Accounts Payable	THE POUR STATION	232.05
NBAZ - Warrant Clearing Account	Check	1103356	02/08/22	Accounts Payable	THOMSON REUTERS WEST	473.50
NBAZ - Warrant Clearing Account	Check	1103357	02/08/22	Accounts Payable	TOWN OF EAGAR	390.69
NBAZ - Warrant Clearing Account	Check	1103358	02/08/22	Accounts Payable	UNIFIRST CORPORATION	153.78
NBAZ - Warrant Clearing Account	Check	1103359	02/08/22	Accounts Payable	VALLEY AUTO PARTS	3,860.00
NBAZ - Warrant Clearing Account	Check	1103360	02/08/22	Accounts Payable	HEATHER VAN DER NOORD	43.19
NBAZ - Warrant Clearing Account	Check	1103361	02/08/22	Accounts Payable	VERIZON WIRELESS	2,830.97
NBAZ - Warrant Clearing Account	Check	1103362	02/08/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	32.21
NBAZ - Warrant Clearing Account	Check	1103363	02/08/22	Accounts Payable	CHRISTINE WAUNKA	58.51
NBAZ - Warrant Clearing Account	Check	1103364	02/08/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,674.63
NBAZ - Warrant Clearing Account	Check	1103365	02/08/22	Accounts Payable	JULIE R WILKINS	300.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103366	02/08/22	Accounts Payable	WOODLAND BUILDING CENTER	1,207.70
NBAZ - Warrant Clearing Account	Check	1103367	02/08/22	Accounts Payable	WOODSON ENGINEERING & SURVEYING INC	5,805.00
NBAZ - Warrant Clearing Account	Check	1103368	02/08/22	Accounts Payable	WRIGHT EXPRESS FSC WEX	2,513.34
NBAZ - Warrant Clearing Account	Check	1103369	02/08/22	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,750.00
NBAZ - Warrant Clearing Account	Check	1103370	02/08/22	Accounts Payable	JAY YELLOWHORSE	1,208.27
NBAZ - Warrant Clearing Account	Check	1103371	02/08/22	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
NBAZ - Warrant Clearing Account	Check	1103372	02/10/22	Accounts Payable	GENEVA L JACKSON	1,500.96
NBAZ - Warrant Clearing Account	Check	1103373	02/10/22	Accounts Payable	ALTON JOE SHEPHERD	207.10
NBAZ - Warrant Clearing Account	Check	1103400	02/15/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	355.93
NBAZ - Warrant Clearing Account	Check	1103401	02/15/22	Accounts Payable	APACHE COUNTY FSA	788.24
NBAZ - Warrant Clearing Account	Check	1103402	02/15/22	Accounts Payable	APACHE COUNTY HSA	4,010.76
NBAZ - Warrant Clearing Account	Check	1103403	02/15/22	Accounts Payable	APACHE COUNTY MEDICAL	170,009.00
NBAZ - Warrant Clearing Account	Check	1103404	02/15/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	150,977.49
NBAZ - Warrant Clearing Account	Check	1103405	02/15/22	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1103406	02/15/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	124,830.90
NBAZ - Warrant Clearing Account	Check	1103407	02/15/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1103408	02/15/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,337.93
NBAZ - Warrant Clearing Account	Check	1103409	02/15/22	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1103410	02/15/22	Accounts Payable	CORP DISABILITY	168.46
NBAZ - Warrant Clearing Account	Check	1103411	02/15/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,577.69
NBAZ - Warrant Clearing Account	Check	1103412	02/15/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,600.03
NBAZ - Warrant Clearing Account	Check	1103413	02/15/22	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1103414	02/15/22	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1103415	02/15/22	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1103416	02/15/22	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1103417	02/15/22	Accounts Payable	NATIONWIDE	3,614.87
NBAZ - Warrant Clearing Account	Check	1103418	02/15/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1103419	02/15/22	Accounts Payable	NATIONWIDE TRUST FSB	3,582.95
NBAZ - Warrant Clearing Account	Check	1103420	02/15/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1103421	02/15/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,548.49
NBAZ - Warrant Clearing Account	Check	1103422	02/15/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1103423	02/15/22	Accounts Payable	SECURITY BENEFIT GROUP	315.00
NBAZ - Warrant Clearing Account	Check	1103424	02/15/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	996.00
NBAZ - Warrant Clearing Account	Check	1103425	02/15/22	Accounts Payable	4IMPRINT	900.56
NBAZ - Warrant Clearing Account	Check	1103426	02/15/22	Accounts Payable	AA BEDLINERS & MOORE	1,440.00
NBAZ - Warrant Clearing Account	Check	1103427	02/15/22	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
NBAZ - Warrant Clearing Account	Check	1103428	02/15/22	Accounts Payable	ADVERTISING IDEAS	494.19
NBAZ - Warrant Clearing Account	Check	1103429	02/15/22	Accounts Payable	ALSCO INC	734.97
NBAZ - Warrant Clearing Account	Check	1103430	02/15/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,827.00
NBAZ - Warrant Clearing Account	Check	1103431	02/15/22	Accounts Payable	AMERIGAS - GALLUP	2,747.17
NBAZ - Warrant Clearing Account	Check	1103432	02/15/22	Accounts Payable	AMIGO CHEVROLET	101.21
NBAZ - Warrant Clearing Account	Check	1103433	02/15/22	Accounts Payable	ARAMARK UNIFORM & CAREER APPAREL	746.74
NBAZ - Warrant Clearing Account	Check	1103434	02/15/22	Accounts Payable	ASHTONS REPAIR INC	764.37
NBAZ - Warrant Clearing Account	Check	1103435	02/15/22	Accounts Payable	LUCINDA L ATTAKAI	189.90
NBAZ - Warrant Clearing Account	Check	1103436	02/15/22	Accounts Payable	AZ SUPREME COURT	7,500.00
NBAZ - Warrant Clearing Account	Check	1103437	02/15/22	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	660.00
NBAZ - Warrant Clearing Account	Check	1103438	02/15/22	Accounts Payable	BAUMAN HOME AND AUTO INC	965.39
NBAZ - Warrant Clearing Account	Check	1103439	02/15/22	Accounts Payable	SARAH MAE BEGAY	95.00
NBAZ - Warrant Clearing Account	Check	1103440	02/15/22	Accounts Payable	RANDY BIA	85.00
NBAZ - Warrant Clearing Account	Check	1103441	02/15/22	Accounts Payable	BLUE 360 MEDIA LLC	132.37
NBAZ - Warrant Clearing Account	Check	1103442	02/15/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	238.11
NBAZ - Warrant Clearing Account	Check	1103443	02/15/22	Accounts Payable	BLUE LINE TOWING	450.00
NBAZ - Warrant Clearing Account	Check	1103444	02/15/22	Accounts Payable	GLORIA BOWMAN	44.52
NBAZ - Warrant Clearing Account	Check	1103445	02/15/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	24,361.49
NBAZ - Warrant Clearing Account	Check	1103446	02/15/22	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1103447	02/15/22	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1103448	02/15/22	Accounts Payable	CELLULAR ONE NE AZ	589.35
NBAZ - Warrant Clearing Account	Check	1103449	02/15/22	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	938.04
NBAZ - Warrant Clearing Account	Check	1103450	02/15/22	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	168.00
NBAZ - Warrant Clearing Account	Check	1103451	02/15/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	7.56
NBAZ - Warrant Clearing Account	Check	1103452	02/15/22	Accounts Payable	DISH NETWORK	83.53
NBAZ - Warrant Clearing Account	Check	1103453	02/15/22	Accounts Payable	EL CUPIDOS EXPRESS	104.73
NBAZ - Warrant Clearing Account	Check	1103454	02/15/22	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	387.24
NBAZ - Warrant Clearing Account	Check	1103455	02/15/22	Accounts Payable	EMPIRE MACHINERY	389,506.78
NBAZ - Warrant Clearing Account	Check	1103456	02/15/22	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	88.77
NBAZ - Warrant Clearing Account	Check	1103457	02/15/22	Accounts Payable	FORM MAGIC INC	263.20
NBAZ - Warrant Clearing Account	Check	1103458	02/15/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	424.98
NBAZ - Warrant Clearing Account	Check	1103459	02/15/22	Accounts Payable	FRONTIER	105.91
NBAZ - Warrant Clearing Account	Check	1103460	02/15/22	Accounts Payable	GALL'S INC	578.28

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103461	02/15/22	Accounts Payable	GALLUP BLUEPRINT	270.00
NBAZ - Warrant Clearing Account	Check	1103462	02/15/22	Accounts Payable	GALLUP INDEPENDENT	1,083.20
NBAZ - Warrant Clearing Account	Check	1103463	02/15/22	Accounts Payable	GALLUP WATER WORKS	33.97
NBAZ - Warrant Clearing Account	Check	1103464	02/15/22	Accounts Payable	DARYL GREER	52.37
NBAZ - Warrant Clearing Account	Check	1103465	02/15/22	Accounts Payable	MARSHA ANN GREGORY	340.00
NBAZ - Warrant Clearing Account	Check	1103466	02/15/22	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1103467	02/15/22	Accounts Payable	KLINT HEAP	1,420.10
NBAZ - Warrant Clearing Account	Check	1103468	02/15/22	Accounts Payable	HIGH COUNTRY PROPANE	1,492.57
NBAZ - Warrant Clearing Account	Check	1103469	02/15/22	Accounts Payable	HILL AZ GROCERY STORE	20.73
NBAZ - Warrant Clearing Account	Check	1103470	02/15/22	Accounts Payable	HILLYARD/FLAGSTAFF	96.33
NBAZ - Warrant Clearing Account	Check	1103471	02/15/22	Accounts Payable	TIMOTHY HINTON	374.46
NBAZ - Warrant Clearing Account	Check	1103472	02/15/22	Accounts Payable	HOME DEPOT	1,744.94
NBAZ - Warrant Clearing Account	Check	1103473	02/15/22	Accounts Payable	INGRAM LIBRARY SERVICES	5,969.81
NBAZ - Warrant Clearing Account	Check	1103474	02/15/22	Accounts Payable	ALVIN D JUMBO	85.00
NBAZ - Warrant Clearing Account	Check	1103475	02/15/22	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	147.58
NBAZ - Warrant Clearing Account	Check	1103476	02/15/22	Accounts Payable	KIMBALL EQUIPMENT COMPANY	26,658.00
NBAZ - Warrant Clearing Account	Check	1103477	02/15/22	Accounts Payable	KONICA MINOLTA	37.40
NBAZ - Warrant Clearing Account	Check	1103478	02/15/22	Accounts Payable	DAVID LAMM	563.74
NBAZ - Warrant Clearing Account	Check	1103479	02/15/22	Accounts Payable	LANGUAGE LINE SERVICES INC	58.24
NBAZ - Warrant Clearing Account	Check	1103480	02/15/22	Accounts Payable	LARSON WASTE INC	19.95
NBAZ - Warrant Clearing Account	Check	1103481	02/15/22	Accounts Payable	LAW ENFORCEMENT RISK MANAGEMENT GROUP, INC	1,050.00
NBAZ - Warrant Clearing Account	Check	1103482	02/15/22	Accounts Payable	LEGATE, PENROD & ASSOCIATES	6,992.00
NBAZ - Warrant Clearing Account	Check	1103483	02/15/22	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	158.24
NBAZ - Warrant Clearing Account	Check	1103484	02/15/22	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	55.00
NBAZ - Warrant Clearing Account	Check	1103485	02/15/22	Accounts Payable	LIGHT HOUSE OF ARIZONA	1,367.67
NBAZ - Warrant Clearing Account	Check	1103486	02/15/22	Accounts Payable	LOWES #24	160.94
NBAZ - Warrant Clearing Account	Check	1103487	02/15/22	Accounts Payable	EVA MARQUEZ	69.19
NBAZ - Warrant Clearing Account	Check	1103488	02/15/22	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	573.40
NBAZ - Warrant Clearing Account	Check	1103489	02/15/22	Accounts Payable	MISSION UNIFORM & LINEN	11.83
NBAZ - Warrant Clearing Account	Check	1103490	02/15/22	Accounts Payable	ALANE M MOORE	1,367.31
NBAZ - Warrant Clearing Account	Check	1103491	02/15/22	Accounts Payable	NAPA	1,632.65
NBAZ - Warrant Clearing Account	Check	1103492	02/15/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	10,257.95
NBAZ - Warrant Clearing Account	Check	1103493	02/15/22	Accounts Payable	NAVAJO WESTERNERS	192.79
NBAZ - Warrant Clearing Account	Check	1103494	02/15/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	9,816.90
NBAZ - Warrant Clearing Account	Check	1103495	02/15/22	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	16.38
NBAZ - Warrant Clearing Account	Check	1103496	02/15/22	Accounts Payable	OCTOPUS CAR WASH INC	20.45
NBAZ - Warrant Clearing Account	Check	1103497	02/15/22	Accounts Payable	OFFICE DEPOT	87.16
NBAZ - Warrant Clearing Account	Check	1103498	02/15/22	Accounts Payable	OVERDRIVE INC	306.42
NBAZ - Warrant Clearing Account	Check	1103499	02/15/22	Accounts Payable	TOBIE KLIessen OVERSON	219.32
NBAZ - Warrant Clearing Account	Check	1103500	02/15/22	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1103501	02/15/22	Accounts Payable	RYAN N PATTERSON	391.30
NBAZ - Warrant Clearing Account	Check	1103502	02/15/22	Accounts Payable	PERFECT PRINTZ LLC	452.00
NBAZ - Warrant Clearing Account	Check	1103503	02/15/22	Accounts Payable	QUILL CORP	6,504.43
NBAZ - Warrant Clearing Account	Check	1103504	02/15/22	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1103505	02/15/22	Accounts Payable	PRESTON MAURICE RABAN	97.79
NBAZ - Warrant Clearing Account	Check	1103506	02/15/22	Accounts Payable	RAELENE RABAN	52.03
NBAZ - Warrant Clearing Account	Check	1103507	02/15/22	Accounts Payable	REDW LLC	8,800.00
NBAZ - Warrant Clearing Account	Check	1103508	02/15/22	Accounts Payable	RICO MOTOR COMPANY INC	146.18
NBAZ - Warrant Clearing Account	Check	1103509	02/15/22	Accounts Payable	RICOH USA INC	25.00
NBAZ - Warrant Clearing Account	Check	1103510	02/15/22	Accounts Payable	RIGG LAW FIRM PLLC	2,160.00
NBAZ - Warrant Clearing Account	Check	1103511	02/15/22	Accounts Payable	ROBERT HORNE FORD LLC	675.75
NBAZ - Warrant Clearing Account	Check	1103512	02/15/22	Accounts Payable	PATRICK J SANDOVAL	162.00
NBAZ - Warrant Clearing Account	Check	1103513	02/15/22	Accounts Payable	ALTON JOE SHEPHERD	460.06
NBAZ - Warrant Clearing Account	Check	1103514	02/15/22	Accounts Payable	JOE SHIRLEY JR	586.60
NBAZ - Warrant Clearing Account	Check	1103515	02/15/22	Accounts Payable	SIERRA PROPANE	4,270.66
NBAZ - Warrant Clearing Account	Check	1103516	02/15/22	Accounts Payable	SONORA QUEST LABORATORIES	768.69
NBAZ - Warrant Clearing Account	Check	1103517	02/15/22	Accounts Payable	ST JOHNS CITY	198.93
NBAZ - Warrant Clearing Account	Check	1103518	02/15/22	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	502.63
NBAZ - Warrant Clearing Account	Check	1103519	02/15/22	Accounts Payable	THE GUIDANCE CENTER	2,000.00
NBAZ - Warrant Clearing Account	Check	1103520	02/15/22	Accounts Payable	THE POUR STATION	112.02
NBAZ - Warrant Clearing Account	Check	1103521	02/15/22	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1103522	02/15/22	Accounts Payable	THOMSON REUTERS WEST	2,642.55
NBAZ - Warrant Clearing Account	Check	1103523	02/15/22	Accounts Payable	TRANUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1103524	02/15/22	Accounts Payable	TRINITY SERVICES GROUP INC	21,168.00
NBAZ - Warrant Clearing Account	Check	1103525	02/15/22	Accounts Payable	TRIPLE R FUELS	98.20
NBAZ - Warrant Clearing Account	Check	1103526	02/15/22	Accounts Payable	TYLER TECHNOLOGIES INC	150.00
NBAZ - Warrant Clearing Account	Check	1103527	02/15/22	Accounts Payable	UNIFIRST CORPORATION	72.34
NBAZ - Warrant Clearing Account	Check	1103528	02/15/22	Accounts Payable	US POSTMASTER	131.32
NBAZ - Warrant Clearing Account	Check	1103529	02/15/22	Accounts Payable	VALLEY AUTO PARTS	947.91

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1103530	02/15/22	Accounts Payable	ANDREA ROSE VAUGHN	445.82
NBAZ - Warrant Clearing Account	Check	1103531	02/15/22	Accounts Payable	VERIZON WIRELESS	1,195.05
NBAZ - Warrant Clearing Account	Check	1103532	02/15/22	Accounts Payable	WESTERN DRUG COMPANY	22.27
NBAZ - Warrant Clearing Account	Check	1103533	02/15/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	4,850.47
NBAZ - Warrant Clearing Account	Check	1103534	02/15/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	5,577.47
NBAZ - Warrant Clearing Account	Check	1103535	02/15/22	Accounts Payable	MICHAEL B WHITING	69.70
NBAZ - Warrant Clearing Account	Check	1103536	02/15/22	Accounts Payable	WOODLAND BUILDING CENTER	137.74
NBAZ - Warrant Clearing Account	Check	1103537	02/15/22	Accounts Payable	WRIGHT EXPRESS FSC WEX	1,717.32
NBAZ - Warrant Clearing Account	Check	1103538	02/15/22	Accounts Payable	XEROX CORP	229.10
NBAZ - Warrant Clearing Account	Check	1103539	02/15/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	427.59
NBAZ - Warrant Clearing Account	Check	1103540	02/17/22	Accounts Payable	AZ DEPT OF REVENUE	826.34
NBAZ - Warrant Clearing Account	Check	1103541	02/17/22	Accounts Payable	ROSCOE GEORGE HERRERA	58.00

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager's Office

Date/Signature:

2/8/22



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 February 1, 2022.

BOS Meeting Date Requested March 1, 2022

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PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING  
February 1, 2022  
St. Johns, Arizona

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

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

Lehi Montierth gave the invocation.

Ferrin Crosby led the Pledge of Allegiance.

Chairman Davis called for the Library District item.

Dolly Patterson requested approval to enter into a one-year agreement with BiblioLabs, LLC to provide an electronic rights license to their Indie Author, Pressbooks and Creator online tools, in the amount of \$4,224. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Davis called for the Jail District item.

Commander Soderquist, on behalf of the Sheriff's Office, requested approval of the contract for food services for the jail to Trinity Food Group. Commander Soderquist stated the bid was awarded to Trinity Food Group at the December 7, 2021, Board of Supervisors' meeting so this is to approve the contract. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Davis called for the regular agenda items.

Mr. Patterson requested approval of the Consent Agenda items A-E. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between January 4, 2022, to February 1, 2022. PayeeAmount APACHE COUNTY HSA 3,863.49 APACHE COUNTY MEDICAL 161,003.22 APACHE COUNTY TAX WITHHOLDING 140,417.76 ASRS LEGACY EORP 8,270.90 AZ STATE RETIREMENT SYSTEM 113,210.61

COLONIAL LIFE AND ACCIDENT INS 1,337.93 CORRECTIONS OFFICER RET PLAN  
9,738.36 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,680.45 EORP LEGACY  
1,360.17 NATIONWIDE 3,848.12 NATIONWIDE TRUST FSB 4,454.29 PUBLIC SAFETY  
PERSONNEL 401 14,426.61 PUBLIC SAFETY SHERIFF RET 10,687.02 A & E  
REPROGRAPHICS 3,505.00 ADVANCED CORRECTIONAL HEALTHCARE INC  
42,160.68 AMAZON CAPITAL SERVICES INC 2,928.17 AXON ENTERPRISE INC  
7,643.21 AZ DEPT OF RISK MANAGEMENT 1,272.83 BRAD HALL & ASSOCIATES INC  
23,734.95 BURNHAM MORTUARY 1,000.00 CDW GOVERNMENT LLC 39,999.75  
CONSOLIDATED ELECTRICAL DISTRIBUTORS 1,326.66 EM HALE LAW 3,392.00  
EMPIRE MACHINERY 1,477.87 FERRELLGAS 1,242.85 DOUGLAS LANCE PEARCE  
2,038.28 PREMIUM PROPANE LLC 3,538.85 QUALITY CARQUEST 1,021.75 QUILL  
CORP 1,408.00 RHINEHART OIL CO 2,383.20 SECURUS TECHNOLOGIES INC  
3,531.31 THE AARONS COMPANY LLC 3,000.00 VALLEY AUTO PARTS 3,909.61  
VERIZON WIRELESS 1,388.16 WOODSON ENGINEERING & SURVEYING INC  
5,805.00 NATIONAL BANK 16,939.52 WESTERN EXPLOSIVES SYSTEMS CO (WESCO)  
94,637.13 AALADIN SOUTHWEST INC 7,105.46 ADHS AZ HEALTH CARE COST  
22,400.00 AMAZON CAPITAL SERVICES INC 5,385.34 AMERIGAS - GALLUP  
2,834.43 ARIZONA ELEVATOR SOLUTIONS INC 3,060.19 ARIZONA STATE FORESTRY  
DIVISION 4,396.16 AZ COUNTIES INSURANCE POOL 3,962.58 AZ COUNTIES  
WORKERS COMPENSATION PLAN 57,525.70 BRAD HALL & ASSOCIATES INC  
50,799.99 BREWER LAW OFFICE PLLC 8,500.00 CDW GOVERNMENT LLC 7,513.68  
CHANGEPOINT INTEGRATED HEALTH 9,900.00 CMS COMMUNICATIONS  
INC 4,250.00 COAST TO COAST COMPUTER PRODUCTS INC 2,810.24 CONTRACT  
PHARMACY SERVICES INC 7,266.90 COURTESY CHEVROLET 1,166.68 DELL  
COMPUTER CORPORATION 1,417.60 DESERT MOUNTAIN CORPORATION 4,682.87  
FOUR CORNERS WELDING & GAS SUPPLY 5,538.43 GALLUP BLUEPRINT 2,300.40  
GALLUP INDEPENDENT 2,616.40 HAMBLIN LAW OFFICE PLC 8,500.00 KLINT HEAP  
1,319.57 HIGH COUNTRY PROPANE 1,322.73 HOME DEPOT 5,673.18 INGRAM  
LIBRARY SERVICES 2,412.27 J & B SALES 2,145.45 JOHNSTONE SUPPLY 1,951.16 KB  
VALUATION SERVICES LLC 1,850.00 LEGAL AND LIABILITY RISK MANAGEMENT  
INSTITUTE 2,100.00 LEGATE, PENROD & ASSOCIATES 6,968.00 MH CONSULTING &  
PROJECT MANAGEMENT LLC 1,173.40 ALANE M MOORE 2,100.00 NAVAJO COUNTY  
FAMILY ADVOCACY CENTER 1,800.00 NAVOPACHE ELECTRIC COOPERATIVE  
8,612.92 NOEL'S INC 1,076.03 DANA BRYCE PATTERSON 8,500.00 DENNIELLE  
PATTERSON 1,459.68 PIMA COUNTY MEDICAL 2,500.00 PINAL COUNTY ARIZONA  
7,500.00 QUILL CORP 2,455.14 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00  
RHINEHART OIL CO 30,998.25 RIGG LAW FIRM PLLC 1,856.00 ROGUE FITNESS  
1,377.27 SAUL'S CREEK ENGINEERING INC 7,920.00 SCHOOL WEBMASTERS LLC &  
CIVIC WEBMASTERS 2,574.00 SECURUS TECHNOLOGIES INC 1,649.81 SIERRA  
PROPANE 1,553.25 THOMSON REUTERS WEST 1,193.54 TRINITY SERVICES GROUP  
INC 15,050.12 TYLER TECHNOLOGIES INC 2,198.00 VALLEY AUTO PARTS 1,298.72  
VERIZON WIRELESS 2,617.42 WRIGHT EXPRESS FSC WEX 4,356.50 YAZZIE'S AUTO  
PARTS INC 3,758.16 MEDICAL BREAKTHROUGH 10,480.17 SITECH SOUTHWEST LLC  
25,992.00 APACHE COUNTY HSA 3,848.26 APACHE COUNTY MEDICAL 164,549.20  
APACHE COUNTY TAX WITHHOLDING 154,536.09 ASRS LEGACY EORP 8,270.90 AZ  
STATE RETIREMENT SYSTEM 122,937.90 COLONIAL LIFE AND ACCIDENT INS

1,337.93 CORRECTIONS OFFICER RET PLAN 10,581.43 CORRECTIONS OFFICER  
 RETIREMENT PLAN 520 1,600.02 EORP LEGACY 1,360.17 NATIONWIDE 3,867.59  
 NATIONWIDE TRUST FSB 3,482.95 PUBLIC SAFETY PERSONNEL 401 14,426.61  
 PUBLIC SAFETY SHERIFF RET 11,094.06 ADVERTISING IDEAS 1,493.51 AMAZON  
 CAPITAL SERVICES INC 10,762.98 AMERIGAS – GALLUP 1,912.69 APEX SOFTWARE  
 1,480.00 AZ DEPARTMENT OF ENVIRONMENTAL QUALITY 4,520.00 AZ DEPT OF  
 HEALTH SERVICES 1,335.00 BASIN BROADCASTING COMPANY INC - KNDN RADIO  
 1,320.00 BASIN PUMP AND SUPPLY CO INC 1,663.84 BAUMAN HOME AND AUTO INC  
 2,091.09 BLUE HILLS ENVIRONMENTAL 42,581.92 BLUE KNIGHT SECURITY LLC  
 3,325.00 CDW GOVERNMENT LLC 1,267.79 CONDITIONED RESPONSE TRAINING  
 1,050.00 COURTESY CHEVROLET 32,853.89 CRESCENT ELECTRIC SUPPLY CO  
 1,535.09 DESERT MOUNTAIN CORPORATION 4,407.63 DRAKE EQUIPMENT OF  
 ARIZONA INC 10,342.00 EMPIRE MACHINERY 9,875.97 FRONTIER 1,870.21 FRONTIER  
 4,636.69 FRONTIER 1,261.19 FUTURE TIRE 2,704.21 GALLUP CUSTOM TINTING  
 1,200.00 REDACTED 1,200.00 KIMBALL EQUIPMENT COMPANY 26,658.00 NAPA  
 1,061.61 NAVAJO TIMES PUBLISHING COMPANY INC 5,595.21 NAVAJO TRIBAL  
 UTILITY AUTHORITY 5,194.55 NAVOPACHE ELECTRIC COOPERATIVE 12,332.01  
 NICOLL CONSTRUCTION LLC 19,152.94 NORTHERN TOOL & EQUIPMENT CO  
 3,610.53 OFFICE DEPOT 1,395.62 PREMIUM PROPANE LLC 6,036.60 QUILL CORP  
 1,341.28 REDW LLC 8,935.00 RHINEHART OIL CO 18,577.59 RUSH TRUCK CENTER  
 2,412.90 SECURUS TECHNOLOGIES INC 2,098.19 SIERRA PROPANE 3,840.88 SMITHS  
 DETECTION INC 8,346.00 ST JOHNS EMERGENCY SERVICES 1,824.23 STANLEY  
 SECURITY SOLUTIONS INC 2,040.48 SUMMIT HEALTHCARE ASSOCIATION INC  
 2,500.00 THE GUIDANCE CENTER 2,000.00 THOMSON REUTERS WEST 2,875.87  
 VALLEY AUTO PARTS 3,786.14 VERIZON WIRELESS 1,855.74 REDACTED 3,832.33  
 WHITE MOUNTAIN PUBLISHING CO 1,535.07 YAZZIE'S AUTO PARTS INC  
 1,514.59 AMAZON CAPITAL SERVICES INC 13,745.31 BIG TEX TRAILER WORLD INC  
 21,124.71 BREWER LAW OFFICE PLLC 8,500.00 COURTESY CHEVROLET  
 39,212.01 CRESCENT ELECTRIC SUPPLY CO 2,618.01 EMPIRE MACHINERY  
 3,478.57 FRONTIER 4,599.20 ROBERT JAMES HIGGINS 4,447.20 HIGH COUNTRY  
 PROPANE 2,542.87 HILLYARD/FLAGSTAFF 1,936.37 HUGHES SUPPLY INC  
 (LAKESIDE) 2,629.25 OLIVIA MARIN 5,403.48 NAVAJO TRIBAL UTILITY AUTHORITY  
 9,130.16 NAVOPACHE ELECTRIC COOPERATIVE 3,930.03 PACIFIC PONDEROSA CO  
 INC 65,152.00 PROFORCE LAW ENFORCEMENT 1,663.78 RHINEHART OIL CO  
 43,622.73 SANOFI PASTEUR INC 6,171.56 SECURUS TECHNOLOGIES INC  
 1,268.50 SEQIRUS USA INC 18,228.16 SEVEN SUNS 3,711.06 SIERRA PROPANE  
 1,194.04 SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT 2,597.03 ST JOHNS  
 EMERGENCY SERVICES 3,240.30 STANTEC CONSULTING SERVICES 2,070.00 TYLER  
 TECHNOLOGIES INC 3,947.10 VERIZON WIRELESS 1,299.42 WHITE MOUNTAIN  
 COMMUNICATIONS 3,973.22 WHITE MOUNTAIN REGIONAL MEDICAL CENTER  
 1,153.96 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 January 4, 2022. Human Resources: C. District II: Request  
 authorization to eliminate the position of Operations Manager (Range 44) and create  
 the position of Chief of Staff (Range 57). D. District II: Request authorization to create and fill  
 an Administrative Planner position (Range 25). School Superintendent's Office: E. Request

approval of an Intergovernmental Agreement between the Pinal County Superintendent of Schools and the Apache County Superintendent of Schools for provision of educational services to students who are referred to HOPE School by Juvenile Court Services. This agreement does not affect the FY22 budget. Vote was unanimous to approve the const agenda items.

Troy Czarnyszka, on behalf of the Superior Court, presented the item, pursuant to A.R.S. §12-121 & §12-144, request approval of the re-appointment of Judge Garrett Whiting as a full-time Superior Court Judge Pro Tempore, and appoint/re-appoint the following judges as emergency, as needed part-time judges: Joseph Young, Robert Higgins and Paul Julien. Mr. Czarnyszka stated the appointments shall begin July 1, 2022 and end June 30, 2023. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer requested approval to accept a price increase for Magnesium Chloride from Desert Mountain. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer presented the item of Bid #2022-01 for contract trucking, countywide. Mr. Crosby stated no bids were received. Chairman Davis stated since no bids were received, there is no action to be taken on the item.

Mike Hauser, Apache County 4-H, presented an update on University of Arizona-Apache County Cooperative Extension annual report on activities, accomplishments, and introduction of new area agents, Margine Bawden, and Anita Thompson who addressed the board and provided an overview of their role within the extension office. No action as needed or taken.

Mr. Patterson presented notice of the County Supervisors Association (CSA) meeting on February 17, 2022 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, Arizona, where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

Chairman Davis opened the floor for the call to the public.

Art Modica, a resident of Apache County addressed the Board and expressed his frustration with Frontier internet services.

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

Approved this 1<sup>st</sup> day of March, 2022.

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Nelson Davis  
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:

2/13/2022 *[Signature]*

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

Discussion and possible re-appointment of Steven G. Nicoll to serve a six year term on the Apache County Industrial Development Authority, to expire March 5, 2028.

BOS Meeting Date Requested \_\_\_\_\_

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 \_\_\_\_\_

**RYLEY CARLOCK**  
& A P P L E W H I T E  
*Attorneys*

A PROFESSIONAL CORPORATION  
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Phoenix, Arizona 85012-2401  
P 602.440.4800 F 602.257.9582

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[www.rcalaw.com](http://www.rcalaw.com)

William F. Wilder  
Direct Line: 602.440.4802  
Direct Fax: 602.257.6902  
[wwilder@rcalaw.com](mailto:wwilder@rcalaw.com)

January 21, 2022

VIA E-MAIL AND FIRST CLASS MAIL  
([rpatterson@co.apache.az.us](mailto:rpatterson@co.apache.az.us))

Mr. Ryan N. Patterson  
Apache County Manager and  
Clerk of the Board of Supervisors  
P.O. Box 425  
St. Johns, AZ 85936

Re: The Industrial Development Authority of the County of Apache

Dear Mr. Patterson:

As you may be aware, we have been serving, the past several years, as counsel to The Industrial Development Authority of the County of Apache (the "Apache County IDA").

Under the provisions of A.R.S. § 35-705, the Board of Directors of the Apache County IDA are to be elected by the Board of Supervisors of Apache County. This statute provides that the Board of Directors of the Apache County IDA will serve staggered six-year terms.

Attached is a roster showing the Directors of the Apache County IDA, the dates appointed and the ending terms of office. All three Directors are residents of Apache County and are not employees of Apache County.

Messrs. Nicoll, Lang and Broadbent have been re-elected to the Apache County IDA Board at the time their initial terms expired.

I am writing at this time to request that at a meeting of the Apache County Board of Supervisors prior to March 5, 2022 (if possible), that the Apache County Board of Supervisors take action to re-elect Stephen G. Nicoll to a six-year term as a Director of the Apache County IDA for a term that will expire March 5, 2028.

Operating in this fashion we will be able to assure that the Apache County IDA has a full complement of duly elected Directors that are interested in the overall mission of the Apache County IDA and available to take action, when such is either required or warranted.

Mr. Ryan N. Patterson  
January 21, 2022  
Page 2

**RYLEY CARLOCK**  
& A P P L E W H I T E  
*Attorneys*

Please give me a call or drop me a note if or to the extent you have any questions or I can be of any ongoing assistance regarding this matter.

Yours very truly,

  
William F. Wilder

WFW:mm

Enclosure

cc: Mr. John Lang  
Mr. Eric Broadbent  
Mr. Stephen G. Nicoll

**THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF THE COUNTY OF APACHE**

**BOARD OF DIRECTORS**  
(Updated July 9, 2020)

<u>Name and Address</u>	<u>Office Held</u>	<u>Director Term</u>
<p><b>John V. Lang</b> P.O. Box 813 Springerville, AZ 85938</p> <p>508 East Yaqui Springerville, AZ</p> <p>Bus.: (928) 333-2157 Cell: (928) 245-5739 Home: (928) 333-4912 Email: valleyauto@frontiernet.net</p>	<p>President</p>	<p>Elected: March 6, 2012 <b>Term Expiration: March 5, 2018</b> Re-appointed: April 3, 2018 <b>Term Expiration: March 5, 2024</b></p>
<p><b>Eric M. Broadbent</b> P.O. Box 459 St. Johns, AZ 85936</p> <p>110 West 1st North St. Johns, AZ 85936</p> <p>Bus: (928) 337-4183 Home: (928) 339-4049 Email: eric@broadbentinsurance.com</p>	<p>Vice President</p>	<p>Elected: March 6, 2012 <b>Term Expiration: March 5, 2014</b> Re-appointed: January 21, 2014 <b>Term Expiration: March 5, 2020</b> Re-appointed: February 4, 2020 <b>Term Expiration: March 5, 2026</b></p>
<p><b>Stephen G. Nicoll</b> 2000 West Central Avenue Eagar, AZ 85925</p> <p>667 South Butler St. Eagar, AZ 85925</p> <p>Bus: (928) 333-5501 Cell: (928) 245-6211 Home: (928) 333-4012 Email: snicoll@azglulam.com</p>	<p>Secretary and Treasurer</p>	<p>Elected: March 6, 2012 <b>Term Expiration: March 5, 2016</b> Re-appointed: January 5, 2016 <b>Term Expiration: March 5, 2022</b></p>

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

(Date/Time/Place)

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

District II \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Request approval of a Letter of Support related to broadband infrastructure.

BOS Meeting Date Requested 3/1/22

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

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

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

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

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



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

March 1, 2022

Jeff Sobotka  
State Broadband Director  
Arizona Commerce Authority  
100 N. 7<sup>th</sup> Ave. Suite 400  
Phoenix, AZ 85007

DRAFT

Dear Mr. Sobotka

We are writing on behalf of Apache County in response to the Arizona Commerce Authority's (ACA) invitation to broadband carriers - or political subdivisions with a broadband carrier partner - to submit expressions of interest and to formally seek ACA's support for an application seeking funding.

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

To that end, we have received a proposal from Navajo Tribal Authority to extend its existing middle mile fiber network to five remote communities in Apache County, on the Navajo Reservation including Kinlichee, Klagetoh, Nazlini, Wood Springs, and Wide Ruins. This proposed fiber optic build out will also connect two existing towers (Kinlichee and Wood Springs) and a new tower (Nazlini) and replace the current two existing towers. It will also build out fiber for several schools, chapter houses and Klagetoh Fire Department.

Apache County sees the NTUA project as a great opportunity for our communities and their ability to provide essential services such as medical, fire and education. We appreciate the continued support of the ACA for all the work and effort they are putting into the broadband needs of Arizona.

Sincerely,

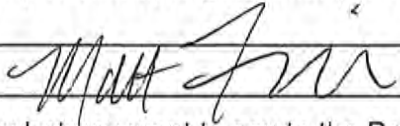
Nelson Davis  
Chairman of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature:



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

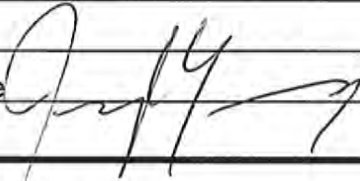
CONSENT – Consideration and possible approval to amend Article 23 Medical Marijuana of the Apache County Zoning Ordinance by adding Adult / Recreational Use and HEMP regulations and by changing the name of the article. P&Z unanimously recommended approval January 6, 2022

BOS Meeting Date Requested March 1, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors

## **2300 Cannabis Regulations**

### **Section 2301. Definitions**

***Medical Marijuana Dispensary*** - A not-for-profit entity, defined in A.R.S. § 36-2801(12), that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials to cardholders.

***Medical Marijuana Dispensary Offsite Cultivation Location*** - The additional location where marijuana is cultivated by a medical marijuana dispensary as referenced in A.R.S. §36-2804(B)(1)(b)(ii).

***Set back Distances*** – All distances shall be measured line of sight from the parcel boundaries.

***Medical use*** -- means the acquisition, possession, cultivation, manufacture, use, administration, delivery, transfer or transportation of marijuana or paraphernalia relating to the administration of marijuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the patient's debilitating medical condition.

***Marijuana*** – means all parts of any plant of the genus cannabis whether growing or not, and the seeds of such plant.

***Qualifying patient*** -- means a person who has been diagnosed by a physician as having a debilitating medical condition.

***Registry identification card*** – means a document issued by the department that identifies a person as a registered qualifying patient, a registered designated caregiver, a registered nonprofit medical marijuana dispensary agent or a registered independent third-party laboratory agent.

### **Section 2302. Purpose and Application**

#### **A. Purpose**

1. The Arizona Medical Marijuana Act, A.R.S. 36-2806.01 allows counties to enact zoning regulation of medical marijuana dispensaries.
2. Nothing in this ordinance is intended to permit or assist in the violation of either the Federal Controlled Substances Act or the Arizona Controlled Substances Act.
3. This ordinance will allow for the use of property as a medical marijuana dispensary or an affiliated medical marijuana dispensary off-site cultivation location pursuant to A.R.S. 36-28.1.

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors

## **B. Application**

1. Medical Marijuana Dispensary and Medical Marijuana Dispensary Offsite Cultivation Location shall only be located in a C2 (General Commercial) Zone with an approved Conditional Use Permit following this section. The qualifying patient cultivation location or designated caregiver cultivation location shall be located in the AG that is located at least twenty-five (25) miles from a Medical Marijuana dispensary.

### **Section 2303. Conditional Uses**

**A. Medical Marijuana Dispensary.** As long as the Arizona Revised Statutes remain in full force and effect to allow medical marijuana dispensaries, a medical marijuana dispensary is permitted as a conditional use subject to the following conditions:

1. Minimum Notification Area. The minimum notification area for a conditional use permit for a medical marijuana dispensary is 1,000 feet.
2. An applicant for a conditional use permit for a medical marijuana dispensary must complete an application that includes all of the following information:
  - a. If the application is by an agent for the current owner of the property the authorization must include an explicit notarized acknowledgment from the current owner that the owner knows that the proposed use of the property is as a medical marijuana dispensary.
  - b. The legal name of the medical marijuana dispensary.
  - c. The name address and date of birth of each principal officer and board member of the nonprofit medical marijuana dispensary and the name, address, and date of birth of each medical marijuana dispensary agent.
  - d. A copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c).
  - e. A notarized certification that none of the principal officers or board members has been convicted of one of the following offenses:
    - i. A violent crime as defined in A.R.S. § 13-901.03(B) that was classified as a felony in the jurisdiction where the person was convicted.
    - ii. A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted including an offense for which the sentence, any term of probation, incarceration or supervised release, was completed within the 10 years prior to applying for the application for the dispensary or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. §36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the State of Arizona.
  - f. A notarized certification that none of the principal officers or board members has served as a principal officer or board member for a registered nonprofit medical marijuana dispensary that has had its registration certificate revoked.
  - g. A floor plan showing the location, dimensions and type of security measures demonstrating that the medical marijuana dispensary will meet the definition of

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors

- d. A requirement that the owner secure a certification from the State Fire Marshall or from another acceptable entity responsible for fire safety in the area in which the medical marijuana dispensary is to be located stating that the structure complies with all fire code requirements and supply that certification to the Development Services Department.
  - e. A prohibition on the medical marijuana dispensary offering a service that provides off-site delivery of the medical marijuana.
  - f. A requirement that the medical marijuana dispensary is prohibited from permitting anyone to consume marijuana on the premises.
7. **Enforcement.** The provisions of this subsection may be enforced through the use of the civil penalty procedure provided for by Section 2.160.140 or by injunction or other civil proceeding as provided by A.R.S §11-815(H). Notwithstanding any other provision of this code, this subsection shall not be enforced under A.R.S §11-815(C) as a misdemeanor.
8. **Fees.** The fees shall be set from time to time by the Board of Supervisors.

**B. Medical Marijuana Dispensary Off-Site Cultivation Location:** As long as the laws within the Arizona Revised Statutes remain in full force and effect to allow medical marijuana dispensaries, a medical marijuana dispensary off-site cultivation location is permitted as a conditional use subject to the following conditions:

1. **Minimum Notification Area.** The minimum notification area for a conditional use permit for a medical marijuana dispensary is 1000 feet.
2. **Supplemental Application.** In addition to the application required by Article 11, an applicant for a conditional use permit for a medical marijuana dispensary off-site cultivation location shall complete an application that includes all of the following information.
  - a. If the application is by an agent for the owner the authorization must include an explicit acknowledgment from the owner that the owner knows that the proposed use of the property is as a medical marijuana dispensary off-site cultivation location.
  - b. The legal name and address of the affiliated medical marijuana dispensary.
  - c. The name address and date of birth of each principal officer and board member of the medical marijuana dispensary affiliated with the off-site cultivation location and the name, address, and date of birth of each medical marijuana dispensary agent.
  - d. A copy of the operating procedures adopted in compliance with A.R.S. §36-2804(B)(1)(c).
  - e. A notarized certification that none of the principal officers or board members for the medical marijuana dispensary affiliated with the off-site cultivation location has been convicted of one of the following offenses:
    - 1) A violent crime as defined in A.R.S. § 13-901.03(B) that was classified as a felony in the jurisdiction where the person was convicted.
    - 2) A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted except an offense for which the sentence, including any term of probation, incarceration or supervised release, was completed ten or more years earlier or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. §36-2811

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors enclosed locked facility contained in A.R.S. §36-2801(6) and will be conducted completely within an enclosed, locked building.

3. **Permitted Location:** A medical marijuana dispensary is only permitted in the C-2 (General Commercial) zone with an approved conditional use permit.
4. **Community Impacts.** The Board may or may not approve a medical marijuana dispensary at a site if substantial evidence is presented that locating the dispensary at the proposed site will negatively impact neighboring property values or if substantial evidence is presented that shows that locating the dispensary at the proposed site will create an unreasonable risk to the health, safety, or general welfare in the area.
5. **Development Standards.**
  - a. A medical marijuana dispensary must be located in a permanent building and may not be located in a trailer, cargo container or motor vehicle.
  - b. A medical marijuana dispensary shall be setback a minimum of 25 miles from all other medical marijuana dispensaries and Industrial HEMP locations measured from the parcel boundaries.
  - c. A medical marijuana dispensary shall be setback a minimum of 2,500 feet from schools, community service agency, activity facility, and or activity where children may be enrolled, measured from the parcel boundaries.
  - d. A medical marijuana dispensary shall be setback a minimum of 2,500 feet from a childcare center, measured from the parcel boundaries.
  - e. A medical marijuana dispensary shall be setback a minimum of 2,500 feet from a library or public park.
  - f. A medical marijuana dispensary shall be setback a minimum of 2,500 feet from a church.
  - g. A medical marijuana dispensary shall be setback a minimum of 2,500 feet from a residential substance abuse diagnostic and treatment facility or other drug or alcohol rehabilitation facility.
  - h. A medical marijuana dispensary may not have a drive-through service.
  - i. A medical marijuana dispensary may not have outdoor seating areas.
  - j. The maximum floor area of a medical marijuana dispensary is 2,000 square feet finished floor area.
  - k. The secure storage area for the medical marijuana stored at the medical marijuana dispensary shall not exceed 400 square feet finished floor area.
  - l. The permitted hours of operation of a medical marijuana dispensary are between the hours of 9:00a.m. and 5:00p.m. daily.
6. **Permit Conditions.** The Board may include any conditions it finds necessary to conserve and promote the public health, safety, convenience, and general welfare. The board must include the following permit conditions for issuance of the conditional use permit for a medical marijuana dispensary:
  - a. An expiration date for the conditional use permit that requires re-application or renewal of the permit after three years or less.
  - b. A requirement that the medical marijuana dispensary meets security requirements adopted by the Arizona Department of Health Services.
  - c. A requirement that the storage facilities for the medical marijuana stored or grown at the off-site cultivation location prevent the emission of dust, fumes, vapors, or odors into the environment.

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors

- k. Must have a legible copy of a valid Medical Marijuana Dispensary Agent Registry Identification Card, the original of which is issued by the State of Arizona, plainly always displayed inside of the doorway always.
  - l. Must have the address of the Medical Marijuana Dispensary that the Off-site Cultivation Location supplies plainly displayed inside of the doorway always.
  - m. A medical marijuana dispensary off-site cultivation location shall not be placed in locations that are predominately residential, i.e., 20 acres or smaller.
  - n. A medical marijuana dispensary off-site cultivation location shall be located along County maintained roadways or State or County Highways.
6. **Permit Conditions.** The Board may include any conditions it finds necessary to conserve and promote the public health, safety, convenience, and general welfare. The board must include the following permit conditions for issuance of the conditional use permit for a medical marijuana dispensary off-site cultivation location:
- a. An expiration date for the conditional use permit that requires re-application or renewal of the permit after two years or less.
  - b. A requirement that the medical marijuana dispensary off-site cultivation location meets security requirements adopted by the Arizona Department of Health Services.
  - c. A requirement that the storage facilities for the medical marijuana stored or grown on site prevent the emission of dust, fumes, vapors, or odors into the environment.
  - d. A requirement that the owner secure a certification from the State Fire Marshall or from another acceptable entity responsible for fire safety in the area in which the medical marijuana dispensary off-site cultivation location is to be located stating that the structure complies with all fire code requirements and supply a copy of that certification to the Community Development Department.
  - e. A requirement that the medical marijuana dispensary off-site cultivation location is prohibited from permitting anyone to consume marijuana on the premises.
7. **Enforcement.** The provisions of this subsection may be enforced through the use of the civil penalty procedure provided for by Section or 2.160.140 or by injunction or other civil proceeding as provided by A.R.S §11-815(H). Notwithstanding any other provision of this code, this subsection shall not be enforced under A.R.S §11-815(C) as a misdemeanor.
8. **Fees.** The fees shall be set from time to time by the Board of Supervisors.

### **Section 2305. Adult Use (Recreational) Marijuana**

#### **A. Purpose**

1. The Arizona Responsible Adult Use of Marijuana Act, A.R.S. 36-2850 et seq. allows counties to enact zoning regulations and restrictions of Marijuana facilities, including retail locations, retail grow operations, and marijuana testing facilities.
2. Nothing in this Section is intended to permit or assist in the violation of either the Federal Controlled Substances Act or the Arizona Controlled Substances Act.
3. This Section will allow for the use of property as a marijuana retail location, marijuana retail grow operations, and marijuana testing facilities under the same terms and conditions as Medical Marijuana under this Ordinance.

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors  
except that the conduct occurred before the effective date of that statute or was  
prosecuted by an authority other than the state of Arizona.

- f. A notarized certification that none of the principal officers or board members for the medical marijuana dispensary affiliated with the off-site cultivation location has served as a principal officer or board member for a registered nonprofit medical marijuana dispensary that has had its registration certificate revoked.
- g. A floor plan showing the location, dimensions of and type of security measures demonstrating that the medical marijuana dispensary off-site cultivation location will be conducted completely within an enclosed locked building and meet the definition of enclosed locked facility contained in A.R.S. §36-2801(6).
3. **Permitted Location:** A medical marijuana dispensary off-site cultivation location is only permitted in the C2 (General Commercial) Zone with an approved Conditional Use Permit.
4. **Community Impacts.** The Board may not approve a medical marijuana dispensary off-site cultivation location on a property if substantial evidence is presented that locating the cultivation location at the proposed site will negatively impact neighboring property values or if substantial evidence is presented that shows that locating the cultivation location at the proposed site will create an unreasonable risk to the health, safety or general welfare in the area.
5. **Development Standards.**
  - a. A medical marijuana dispensary off-site cultivation location must be located in a permanent building and may not be located in a trailer, cargo container or motor vehicle.
  - b. A medical marijuana dispensary off-site cultivation location shall be setback a minimum of 25 miles from all other medical marijuana dispensary off-site cultivation locations and Industrial HEMP locations measured from the parcel boundaries.
  - c. A medical marijuana dispensary off-site cultivation location shall be setback a minimum of 2,500 feet from schools, community service agency, activity facility, and or activity where children may be enrolled, measured from the parcel boundaries.
  - d. A medical marijuana dispensary off-site cultivation location shall be setback a minimum of 2,500 feet from a childcare center.
  - e. A medical marijuana dispensary off-site cultivation location shall be setback a minimum of 2,500 feet from a library or public park.
  - f. A medical marijuana dispensary off-site cultivation location shall be setback a minimum of 2,500 feet from a church.
  - g. A medical marijuana dispensary off-site cultivation location shall be setback a minimum of 2,500 feet from a residential substance abuse diagnostic and treatment facility or other drug or alcohol rehabilitation facility.
  - h. A medical marijuana dispensary off-site cultivation location may not have outdoor seating areas.
  - i. The maximum floor area of a medical marijuana dispensary off-site cultivation location is 2,000 square feet finished floor area.
  - j. The secure storage area for the medical marijuana stored at the medical marijuana dispensary off-site cultivation location shall not exceed 1,000 square feet finished floor area.

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors

## **B. Application**

1. Any marijuana business within Apache County shall be allowed pursuant to the same terms and conditions established for Medical Marijuana pursuant to this Ordinance.
2. Specifically, according to this Ordinance, Marijuana businesses within Apache County shall only be located in a C2 (General Commercial) Zone with an approved Conditional Use Permit.

## **Section 2306. Industrial HEMP**

A. For the purposes of carrying out this article, the Board of Supervisors shall:

1. Adopt rules to oversee the permitting, production and management of industrial hemp and hemp seed in Apache County pursuant to this article.
2. Adopt fees.
3. Authorize qualified applicants to propagate, harvest, transport or process, or any combination thereof, industrial hemp according to rules adopted by the state of Arizona.

## **B. Definitions**

***Crop*** – any industrial hemp that is grown under a single industrial hemp license issued by the state.

***Cultivate and cultivation*** – to propagate, breed, grow, prepare, and package marijuana.

***Grower*** – an individual, partnership, company, or corporation that propagates industrial hemp.

***Harvester*** – an individual, partnership, company, or corporation that is licensed by the state to harvest industrial hemp for a licensed grower.

***Hemp products*** – all products made from industrial hemp, including cloth, cordage, fiber, fuel, grain, paint, paper, construction materials, plastics and by-products derived from sterile hemp seed or hemp seed oil. Hemp products excludes any product made to be ingested except food made from sterile hemp seed or hemp seed oil.

***Hemp seed*** – any viable cannabis sativa L. seed that produces an industrial hemp plant that is subject to A.R.S. § 4.1 and rules and orders adopted by the state pursuant to Article 3-311.

***Industrial hemp*** – the plant cannabis sativa L. and any part of such a plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths percent on a dry-weight basis.

***Industrial hemp site*** – the location in which a grower, harvester, transporter, or processor possesses a crop, a harvested crop or hemp seed. (Section 3-311)

***License*** – the authorization that is granted by the state of Arizona to propagate, harvest, transport, or process industrial hemp in this state under this article and rules and orders adopted by the director pursuant to this article.

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors

**Licensee** – a grower, harvester, transporter, or processor with a valid license.

**Manufacture and manufacturing** – to compound, blend, extract, infuse or otherwise make or prepare a marijuana product.

**Processor** – an individual, partnership, company, or corporation that is licensed by the state of Arizona to receive industrial hemp for processing into hemp products or hemp seed.

**Transporter** – an individual, partnership, company, or corporation that is licensed by the state of Arizona to transport industrial hemp for a licensed grower to a processor.

### **C. Application**

A conditional use permit is required for an original or renewal Industrial HEMP permit to propagate, harvest, transport, process, sell, or any combination thereof of Industrial HEMP as outlined in Article 11 of the Apache County Ordinances and shall comply with all the following:

1. Industrial HEMP locations shall be located in the AG (agricultural general) zone that is located at least twenty-five (25) miles from any Marijuana Dispensary or Marijuana cultivation locations
2. Be on a form that is provided by the community development director.
3. Include complete and accurate information.
4. The applicant, grower, harvester, transporter, or processor shall obtain an Industrial HEMP license from the state of Arizona and shall provide proof of having a valid license from the State of Arizona pursuant to A.R.S. section 41 1758.07 and provided yearly to the community development department upon request for renewal.
5. The applicant, grower, harvester, transporter, or processor shall apply for a license pursuant to rules and orders adopted by the state of Arizona and shall provide proof of having a valid license from the State of Arizona pursuant to A.R.S. section 41 1758.07 and provided yearly to the community development department upon request for renewal.
6. The application shall be accompanied by the permit fee as set forth by the Board of Supervisors.
7. The Community Development Department may require additional information to determine compliance with any other conditions that in its opinion are necessary to protect the public health, safety, and general welfare.
8. An Industrial HEMP permit shall be renewed each year.

### **D. Development Standards**

1. An Industrial HEMP location shall be located in a permanent building and may not be located in a trailer, cargo container or motor vehicle.
2. An Industrial HEMP location shall be setback a minimum of 25 miles from all other medical marijuana locations, marijuana locations, and Industrial HEMP locations measured from the parcel boundaries.

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors

3. An Industrial HEMP location shall be setback a minimum of 2,500 feet from schools, community service agency, activity facility, and or activity where children may be enrolled, measured from the parcel boundaries.
4. An Industrial HEMP location shall be setback a minimum of 2,500 feet from a childcare center.
5. An Industrial HEMP location shall be setback a minimum of 2,500 feet from a library or public park.
6. An Industrial HEMP location shall be setback a minimum of 2,500 feet from a church.
7. An Industrial HEMP location shall be setback a minimum of 2,500 feet from a residential substance abuse diagnostic and treatment facility or other drug or alcohol rehabilitation facility.
8. An Industrial HEMP location may not have outdoor seating areas at any dispensary locations.
9. The minimum floor area of an Industrial HEMP location is 2,000 square feet finished floor area.
10. The secure storage area for an Industrial HEMP stored at the Industrial HEMP location shall not exceed 1,000 square feet finished floor area.
11. Must have a legible copy of a valid Industrial HEMP Identification Card, the original of which is issued by the State of Arizona, plainly displayed inside of the doorway, always.
12. Must have the address of the Industrial HEMP location supplies plainly displayed inside of the doorway, always.
13. An Industrial HEMP location shall not be placed in locations that are predominately residential, i.e., 20 acres or smaller.
14. An Industrial HEMP location shall be located along County maintained roadways or State or County Highways. (Does not include "N" roads)

#### **E. Time limit**

1. Both the conditional use permit and administrative conditional use permit become effective on approval by the Board of Supervisors or community development director.
2. No person shall reapply for the same or substantially the same use permit on the same or substantially the same plot, lot, or parcel of land within a period of one year from the date of denial or revocation of said use permit.

#### **F. Place conditions**

#### **G. Annual Reporting Requirements**

**H.** The community development director may revoke or refuse to issue or renew an Industrial HEMP permit for a violation of any law of this state, any federal law or any rule or order adopted by the state of Arizona.

**I.** A member of an Indian tribe may apply for a license pursuant to this section. If a member of an Indian tribe is issued a permit pursuant to this section, the member is subject to the requirements prescribed in this article.

Adopted May 3, 2011, Amended March 1, 2022 by the Board of Supervisors

**J. Violations; classification; civil penalties**

1. In addition to any liability established by this article or any penalty provided by law, the community development director may impose a civil penalty of not more than five thousand dollars for each violation of any of the following:
  - a. A licensing or permitting requirement.
  - b. A license or permit term or condition.
2. A rule or order adopted by the state of Arizona that relates to propagating, harvesting, transporting or processing industrial hemp.
3. A person who intentionally violates this article or any rule or order related to this article is guilty of a class 1 misdemeanor.
4. A person who does not hold a license issued by the state of Arizona or who is not a designee or agent of a person who holds a license issued by the state of Arizona may not propagate, harvest, transport or process industrial hemp. A person who violates this subsection is subject to section 13-3405.

**K. Fees**

The fees recommended by the P & Z Commission are as follows:

- Rezone - \$600
- Medical Marijuana Dispensary Permit - \$2,500
- Medical Marijuana Dispensary Offsite Cultivation Location Permit - \$2,500
- Adult/Recreational Use CUP \$2,500
- HEMP Grow CUP \$1,000
- HEMP Processing CUP \$1,000

Adopted on May 3, 2011, Amended March 1, 2022 by the Apache County Board of Supervisors at St. Johns, Arizona by unanimous vote.

APACHE COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_  
Nelson Davis  
Chairman of the Board

Attest:

\_\_\_\_\_  
Ryan Patterson Clerk of the Board

\_\_\_\_\_  
Michael B. Whiting, County Attorney

WHITE MOUNTAIN PUBLISHING LLC.  
P.O . BOX 1570  
SHOW LOW AZ 85902  
(928)537-5721  
Fax (928)537-1780

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 02/08/22 15:27 by ttrou

Acct #: 8831

Ad #: 132704

Status: New CHOLD CHOI

The Apache County Board of Supervisors will hold a meeting on Tuesday March 1, 2022 at 8:30 a.m. MST in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

Consideration and possible approval to amend Article 23 Medical Marijuana of the Apache County Zoning Ordinance by adding Adult / Recreational Use and HEMP regulations and by changing the name of the article.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.

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

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

Published in the White Mountain Independent: #132704, T, F, February 18, February 22, 2022

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:

Martin A. Fish

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

CONSENT: consideration and possible approval of a conditional use permit allowing Wanda Caswell and Mary Lynn to place a 2002 manufactured home on a five-acre parcel. Property is located in Vernon, AZ 85940. A.P.N. 106-22-008K. P&Z unanimously recommend approval on February 3, 2022

BOS Meeting Date Requested March 1, 2022

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



# APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

## CONDITIONAL USE PERMIT APPLICATION

### APPLICANT

Name Mary Linn

Mailing Address P.O. Box 710  
Pinetop, Az 85935

Contact Person Mary Linn

Phone 928-205-3887 Fax \_\_\_\_\_

Email MJBATEMAN12@gmail.com

### PROPERTY INFORMATION

Assessor's Parcel # 106-22-008K

Township 10N Range 24E Section 12

Subdivision \_\_\_\_\_

Unit # \_\_\_\_\_ Lot # \_\_\_\_\_

Address/Location \_\_\_\_\_

Existing Zoning \_\_\_\_\_

Existing Land Use \_\_\_\_\_

Lot Size 5 Acres

### CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

To move 2003 Schult mobile  
home 32x76 on to the  
property of parcel #106-22-008K

Temporary Use: \_\_\_ Yes \_\_\_ No

### SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

### CERTIFICATION & SIGNATURE

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

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

#### Signature of Applicant

Mary Linn Date 12/11/2021

#### Signature of Property Owner (if not the applicant)

Wanda Caswell Date 12/11/2021

### OFFICE USE ONLY

Received By [Signature] Date 12/28/21

Receipt # 2294793 Fee 300

Permit # 2021-78

Related Cases \_\_\_\_\_

Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_

Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

### COMMISSION ACTION

Approved  with Conditions  Denied

Resolution # \_\_\_\_\_ Date \_\_\_\_\_

Chairman [Signature] Date 2/3/22

### BOARD ACTION

Approved  with Conditions  Denied

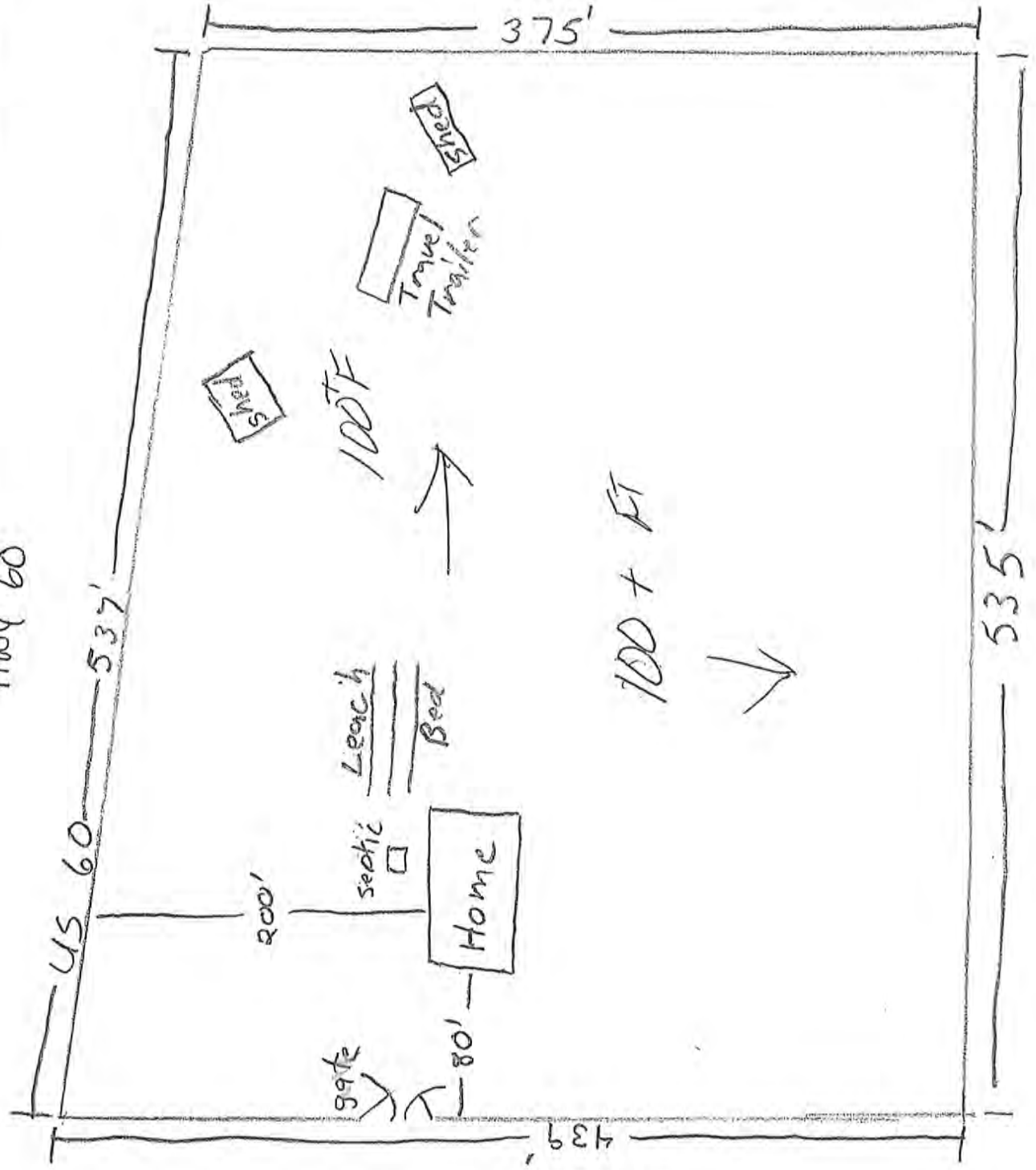
Ordinance # \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

MARY LINA  
928 205 3887

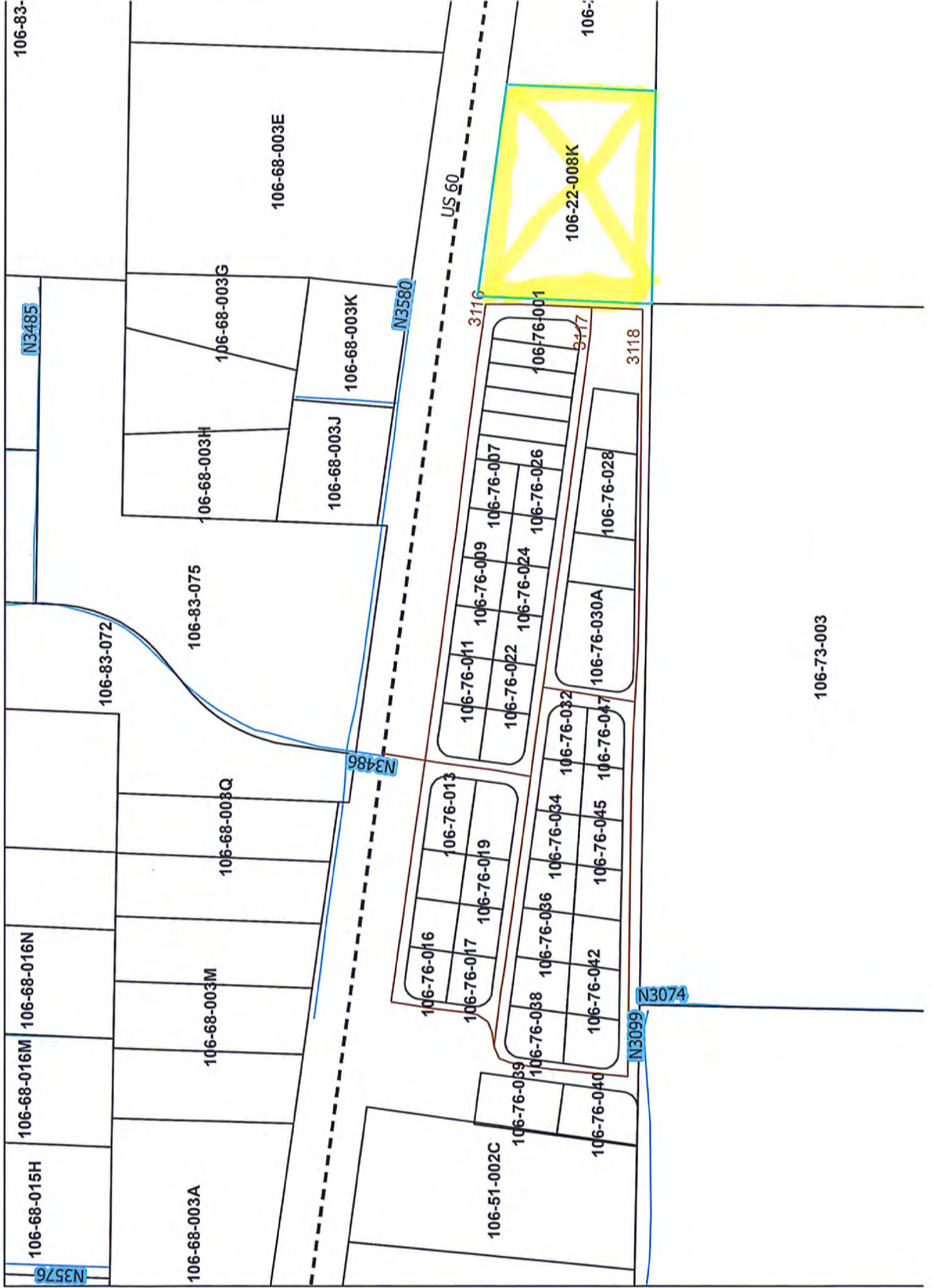
north  
△

Hwy 60



CR 3334

# Apache County Map



106-73-003







ARIZONA CERTIFICATE OF TITLE

**ADOT**

Motor Vehicle Division

48-7200150116 | azdot.gov

Vehicle Identification Number  
SB452898B

Year  
2002

Make  
SCHULT

Model  
SCHULT

Body Style  
MH

First Registered

List Price  
062600

Mobile Home Manufacturer  
SCHULT HOMES

Unit Number  
15X76

Inventory Control

3960 20 2

WANDA JEAN CASWELL  
5638 S 42nd Dr  
PHOENIX AZ 85041

Title Number  
MH000052980

Issue Date  
10/12/2021

Film Number

Odometer Reading (no tenths) \*

Previous Title Number  
202W005012004

State  
AZ

Issue Date  
01/12/2005

Previous Film Number

\* A - Actual Mileage  
B - Mileage in excess of the odometer mechanical limits  
C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessees

WANDA JEAN CASWELL  
5638 S 42nd Dr PHOENIX AZ 85041

Lienholder(s) as of print date. (Additional liens may exist. Check Motor Vehicle Inquiry on <https://service.arizona.com> to find all current liens.)

LIEN RELEASE

Lienholder Name	Lienholder Signature	I Acknowledge before me this date. Date	Notary Public Signature		
Lien Amount			County	State	Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

ARIZONA CERTIFICATE OF TITLE

**ADOT**

Motor Vehicle Division

48-7200, P.O. Box 161, azdot.gov

Vehicle Identification Number

SB#52898A

Year

2002

Make

SCHULT

Model

SCHULT

Body Style

MH

First Registered

List Price  
062600

Mobile Home Manufacturer  
SCHULT HOMES

Unit Number  
15X76

Inventory Control

L 3960 203

WANDA JEAN CASWELL  
5638 S 42nd Dr  
PHOENIX, AZ 85041

Title Number

MH000052979

Issue Date

10/12/2021

Film Number

Odometer Reading (no tenths) \*

Previous Title Number

202W005012003

State

AZ

Issue Date

01/12/2005

Previous Film Number

- A - Actual Mileage
- B - Mileage in excess of the odometer mechanical limits
- C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessees

WANDA JEAN CASWELL  
5638 S 42nd Dr PHOENIX AZ 85041

Lienholder(s) as of print date. (Additional liens may exist. Check Motor Vehicle Inquiry on <https://service.arizona.com> to find all current liens.)

LIEN RELEASE

Lienholder Name

Acknowledged  
before me this date.

Notary Public Signature

Lienholder

Lienholder Signature

Date

County

State

Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

# Meeting minutes

Location: 2-3334 County Road

Date: October 15, 2021

Time: 3:00 pm

Attendees: Wanda Caswell, Mary Linn, Donald Hoover, Serena Hoover, Rodney Hemphill, Mary Hemphill

## Agenda items

1. The addition of a 2003 Shultz Mobile home size 32 x 76 to parcel #106-22-008K. No Objections.
2. Motion to end meeting - Serena Hoover
3. Second the motion to end meeting - Mary Linn

Meeting ended at 3:15 pm.

WILSON CIVIL  
928 205-3887

### Meeting Sign in Sheet

Oct. 15, 2021

Parcel Number	Name	Address	City/State	Zip	Letter mailed	Signature
10622009	Dana Lemcke	600 W. Westland Dr.	Edmond, OK	73034	✓	
10622008Q	Rodney & Mary Hemphill	10733 N 81st Ave.	Peoria, AZ	85345	✓	<i>Mary Hemphill</i> email
10668002G	Clinton Russell Roland	18115 E Mews Rd.	Queen Creek, AZ	85142	✓	email
10558003E	John & Linda Beranich	PO Box 2061	Carefree, AZ	85377	✓	
10558003K	Donna Payne	PO Box 607	Vernon, AZ	85940	✓	
10673003	Richard Countryman	12009 W. Lincoln St.	Avondale, AZ	85323	✓	
10676001	Jeffrey & Vicki Moore	14 ACR 3117	Show Low, AZ	85901	✓	
10676004	Ray Parrish	PO Box 16371	Tucson, AZ	85732	✓	
10676006	David & Lois Breazeale	40456 W. Thorneberry Ln	Maricopa, AZ	85138	✓	
10676027	Vincent Spiewak	PO Box 119	Vernon, AZ	85940	✓	
10676028	Vincent Spiewak	PO Box 119	Vernon, AZ	85940	✓	

October 5, 2021

To whom it may concern,

We own the property (Parcel number 106-22-008Q) adjacent to Parcel number 106-22-008K owned by Wanda Caswell and we have no objections to the Caswell's request to move the 2003 Schultz 32X76 to their property. We look forward to the addition to the neighborhood.

Sincerely,

Rodney and Mary Hemphill

---

**From:** JOHN BERANICH  
**Sent:** Friday, October 8, 2021 10:19 AM  
**To:** serena813@msn.com  
**Subject:** Re: Neighbor

I seen your pictures of the home you are moving in and it is o.k. by me.

John Beranich

J●hn Beranich

---

**From:** JOHN BERANICH <jberanich34@msn.com>  
**Sent:** Thursday, October 7, 2021 9:21:24 AM  
**To:** serena813@msn.com <serena813@msn.com>  
**Subject:** Neighbor

*Serena, I got you notice moving your home next door. As a neighbor I would like to talk to you, so if you can call me at 602 996 1003. I would appreciate it.*

*Thanks*

**JOHN BERANICH**

WHITE MOUNTAIN PUBLISHING LLC.  
P.O . BOX 1570  
SHOW LOW AZ 85902  
(928)537-5721  
Fax (928)537-1780

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

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Acct #: 8831

Ad #: 130255

Status: New CHOLD CHOI

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, February 3, 2022 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration and possible recommendation for approval of a conditional use permit allowing Wanda Caswell and Mary Lynn to place a 2002 manufactured home on a five-acre parcel. Property is located in Vernon, AZ 85940. A.P.N. 106-22-008K.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.

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

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

Published in the White Mountain Independent: #130255, F, January 14, 2022

# NOTICE

THE APACHE COUNTY  
PLANNING & ZONING COMMISSION  
WILL HOLD A PUBLIC MEETING  
75 W. Cleveland Street,  
County Annex Board of Supervisors Room

Thursday, February 3, 2022

AT 1pm

FOR THE PURPOSE OF  
**CONDITIONAL USE PERMIT**

Article 7 Section 7.1.i

Older Manufactured Home

FOR THE PROPERTY

DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER: 106-22-008K

LOCATION/LEGAL DESCRIPTION \_\_\_\_\_

Section: 12, Township: 10N, Range 24E

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING



Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

District One

Date/Signature: 2/15/22. *Pat Gump*

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

District I: Request authorization to hire a temporary Equipment Operator at a rate of \$15 per hour for twelve months.

BOS Meeting Date Requested: March 1, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

District One

Date/Signature: 2/15/22 *Patricia Smeal*

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

District I: Request authorization to eliminate the following positions: Chief of Staff (Range 57), Public Works Foreman (Range 44), Administrative Coordinator (42); and create two (2) Road Maintenance Worker (Range 40) positions.

BOS Meeting Date Requested: March 1, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:


Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Submitter's Name: **Apache County Sheriff's Office**

Date/Signature:  12 2/17/2022

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


**Sheriff's Office: Discussion and possible approval to eliminate a Sergeant position (Range 51) and an Administrative Coordinator position (42) and create a Public Information Officer position (Range 55).  
BOS Meeting Date Requested: March 1, 2022**

PRE-AGENDA ITEM REVIEW

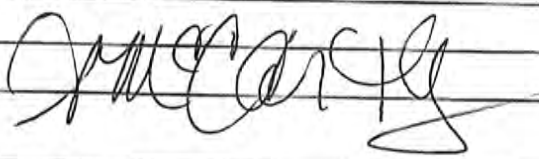
Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature 

Human Resources Review: \_\_\_\_\_

Signature 

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Submitter's Name Emergency Management

Date/Signature: \_\_\_\_\_

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

Discussion and possible approval to accept the Healthy Forest Initiative Grant (HFI 21-311) in the amount of \$100,000.

BOS Meeting Date: March 2022

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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

**Arizona Department of Forestry and Fire Management**  
**Grant Agreement No. HFI 21-311**  
**Healthy Forest Initiative Grant Program**

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), Apache County (DUNS #08-289-7786), pursuant to authorities granted under Arizona Revised Statute 37-1302.

**I. PURPOSE OF AGREEMENT**

State Forestry is the recipient of funds provided by the State of Arizona for the purpose of hazardous vegetation mitigation projects within the State of Arizona.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, with fire prevention, critical infrastructure protection, and forest and watershed restoration. This agreement is a sub-award of these State funds.

**II. SCOPE OF WORK**

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

**III. PROGRAMATIC CHANGES**

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

**IV. TERM OF AGREEMENT**

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2023** unless otherwise terminated or modified pursuant to the terms herein.

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to **90%** of the total cost of this program. A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (State Forestry grant portion) **shall not exceed \$100,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of State funds. Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

## **VI. ELIGIBLE COSTS**

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

## **VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS**

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

## **VIII. AUDIT REQUIREMENTS**

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. The Sub-grantee shall, upon request of the State, participate with State personnel in performing interim and/or final inspections.

## **IX. PROCUREMENT REQUIREMENTS**

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

## **X. REPORTING REQUIREMENTS**

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar

activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf / paper map to be included in the final reporting and shapefiles (see GIS section below)

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

GIS (Geographic Information System) polygon data is required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefile, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s).

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

## **XI. COMPLIANCE AND PERMITS**

Grantee agrees that it is responsible for acquiring prior to treatment all permits required by applicable federal, state, and local jurisdictions. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

**XII. PRINCIPAL CONTACTS**

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Sub-grantee Programmatic Contact:**

Malena Hannah  
MH Consulting and Project Management  
Senior Project Manager  
PO Box 428  
St. Johns, AZ 85936  
928-551-1769  
mhannah@mhcandp.com

**Principal Arizona State Forestry Contact:**

Kyle Tucker  
Arizona Department of Forestry and Fire Management  
Grants Program Specialist  
1110 West Washington, Suite 500  
Phoenix, AZ 85007  
602-290-5328  
ktucker@dffm.az.gov

**XIII. NOTICES**

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<p><b><u>STATE FORESTRY</u></b></p> <p><b>John Richardson</b> Assistant State Forester for Forestry Programs Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 500 Phoenix, AZ 85007 602-775-1720 jrichardson@dffm.az.gov</p>	<p><b><u>SUB-GRANTEE</u></b></p> <p><b>Ryan Patterson</b> Clerk of the Board Apache County PO Box 428 St. Johns, AZ 85936 928-337-7503 dmorgan@co.apache.az.us</p>
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**XIV. AWARD CLOSEOUT**

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

**XV. AUTHORITY**

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

**XVI. ATTACHMENTS**

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

**XVII. IN WITNESS WHEREOF**, the parties agree to execute this agreement as of the last date written below.

<p><b><u>STATE FORESTRY</u></b></p> <p>Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007</p>	<p><b><u>ACCEPTED BY SUB-GRANTEE</u></b></p> <p>Apache County PO Box 428 St. Johns, AZ 85936</p>
--	--

\_\_\_\_\_  
Signature

**Arizona State Forester**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

\_\_\_\_\_  
**Assistant State Forester for Forestry Programs**

Date: \_\_\_\_\_

**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

# Applications: A20 Apache County WUI Health Improvement Project

## Profile

mhannah@mhcandp.com

## Org Name

A20 Apache County Emergency Management

## 1. Application/Project Title (100 character max)

A20 Apache County WUI Health Improvement Project

## 2. Program/Project Congressional District (check all that apply)

1

## 3. Program/Project Legislative District (check all that apply)

7

## 4. Project Lead

Malena Hannah, MH Consulting and Project Management- Ms. Hannah has over 12 years of experience managing fuels reduction projects. She is a certified FIREwise assessor and continually increasing her knowledge in the wildfire mitigation arena. She has managed over 3,000 acres of fuels treatment and has worked hand in hand with NRCD, Game and Fish, Forest Service, State Forestry, private landowners, and local fire departments on wildfire prevention projects.

## 5. Acres to be Treated

1,000

## 5a. Treatment Type

Hand Treatment, Restoration

## 6. Project Overview and Area Description (2,500 character max)

Apache County plans to collaboratively treat 1,000 acres of federal and private lands in the areas of Eagar, South Fork, and Greer. These areas lie north of the Wallow Fire burn scar. Vegetation varies east to west ranging from pinon pine to cedar and juniper to grassland and ponderosa pine forest. The Little Colorado River runs through the project area from Greer into Southfork and winds its way through Eagar. The LCR watershed is the primary source of drinking water for the Town of Eagar. Apache County is in the process of revising its CWPP and these communities are considered high-risk for wildfire that would cause detrimental resource loss including habitat for pronghorn antelope, bighorn sheep, elk, deer, multiple fish species, and numerous species of migratory birds. In addition to natural habitat, there are three large private land holdings of over 100 acres each that could suffer grazing tract losses as well as State grazing allotments. Tourism and ranching are the primary economic drivers in Apache County and the communities sited for fuels treatment. These areas are in the moderate-high to Very High risk categories in the AZ-WRAP. Providing thinning to throughout the project areas and concentrating on a fire break along the southern perimeter of the project would reduce the risk of wildfire impacting these sensitive areas, improve habitat, promote tourism and recreation, protect natural resources, and provide local wood industries with material

## **7. Scope of Work (5,000 character max)**

1,000 acres of treatment is planned from the eastern boundary of Eagar at Water Canyon Road and ends at the west side of Greer at Highway 373. The Southern border of the project is at the Greer Lakes area and runs east back to Eagar. The Southern and western edges of the project abut Federal Land while Highway 260 follows the northern project boundary. The entire project area was evacuated during the Wallow Fire and is a high-level treatment area identified in both the Apache County CWPP and the AZ-WRAP. Apache County, through WFHF grants has treated 1,165 acres within the project boundary. This proposal would 'fill the gaps' in treatment, creating a seamless fire break, protect watershed, and improve and protect habitat. The Springerville Ranger District has been a partner on previous fuels projects. The District Ranger has proposed treatment along the southern boundary of over 15,000 acres. The Forest Service has planned to start some treatments in the proposed area in 2021. Forest treatments complementary to this proposal will be included as match. Local contractors will be hired to complete most of the thinning on private properties. Apache County Emergency Management personnel will assist in treatments including right of way, federal, and private property treatments where hazard or technical falling is not required. Apache County will be responsible for project management and financial oversight. The County has planned to contract with Malena Hannah of MH Consulting and Project Management to administer the grant and provide technical assistance. Properties in the Eagar Town limits would be treated first and are small tracts totaling 100 acres. These properties are primarily in cedar and pinon/juniper landscapes and generally have homes or other structures on site. Moving west, the next property would be the 26 Bar Ranch owned by the Hopi Tribe. There are 20 acres to treat in pinon/juniper and scrub oak. This area becomes critical as the main irrigation pipeline to Eagar ranchers and farmers runs along the 26 Bar's western boundary. This treatment would end at Big Lake Highway and pick up at South Fork. The road into Southfork is maintained by the County and was first treated in 2009. Wildfire maintenance is ongoing, including removal of 20 dilapidated cabins in 2016. X Diamond Ranch, at the bottom of Southfork, hosts visitors throughout the Spring and Summer for fly fishing on the Little Colorado, wedding and social events, bird watching, and other outdoor recreation. 100 acres of treatment is planned in pinon/juniper and ponderosa pine on this parcel. Continuing west to Greer, treatment would resume along the 373-highway complimenting work completed in 2016. The remainder of treatment would take place along the southern project boundary creating a fire break to further protect these treatment areas. This fire break would utilize Forest Service and County personnel on 1,500 acres of federal lands and would be happening as the private properties are treated. Treatment cost is estimated at \$1,000 per acre. Private landowners would be responsible for 10% of treatment costs. Apache County will \$10,000 of equipment use to the project. Site assessments are the initial step in conducting fire mitigation. These assessments consist of a FIREwise evaluation and thinning prescription. Another evaluation is made post-treatment and pictures are taken before and after. Thinning prescription vary but are consistent with FIREwise recommendations and tree spacing that prevents crown fire. Eagar and Greer Fire Departments have committed to pile and/or broadcast burning as post treatment mop-up and additional match. An estimated 15 tons per acre of woody biomass will need to be removed for project completion. A portion of this material will be hauled to a biomass utilization facility such as Novo Power in Snowflake. The remaining material will be chipped and broadcast or burned on site. These determinations will be made during the site assessments depending on material type, terrain, and volume. Thinning treatments will be paid using grant funds. All reimbursements to property owners are processed through Apache County's Accounts Payable. All payments will be paid at 90% of total cost of treatment and the remaining 10% reported as program match.

## **8. Project Timeline (1,000 character max)**

An anticipated project agreement will be in place by December 2021. The project will see 25% completion within the first 6 months or by June of 2022. By the end of the first year, 50-75% of the project will be complete and the Forest Service's 500-acre portion will be finished, January 2023. The last 25% of the project will be complete by August 2023. The entire project is planned for completion by April 2024. An extra 8 months has been built into the timeline to allow for fire season restrictions, winter and monsoon weather, and other unanticipated events. All reporting will be sent quarterly in the months of January, April, July, and October of the project contract. Final reporting will be sent in May of 2024.

## **9. Project Goals, Objectives, and Deliverables (2,000 character max)**

Project deliverables and outcomes include mitigation and fuels reduction by removing excessive pinon/juniper and pine by 25-50% and removal of any dead, dying, diseased, or otherwise unhealthy tree while maintaining healthy forest stands. Erosion control will be achieved by allowing native species the opportunity to reestablish through reduced tree density and in some areas seeding with native grasses. In some areas contour falling will help to hold soils and allow for soil deposition rather than runoff. Rangeland health will be attained by removing woody biomass from the understory and reducing tree density. Improvement of wildlife and fish habitat by reducing the risk of catastrophic wildfire and post fire flooding leading to erosion and sediment deposition into rivers and streams and protection of infrastructure such as power lines, roadways, and irrigation and drinking water systems are all planned outcomes. 500 acres will be treated on private property and 500 acres on federal land over a two-year period. Fuel load reduction across an 8,000+ acre landscape will be achieved through a collective partnership of state, federal, tribal and local agencies and private landowner agreements. Upon project award, community meetings will be held where information can be distributed about how to apply for treatment. These meetings also serve as a platform to engage residents in FIREwise and Fire Adapted Community principles. Any property owner participating in fuels reduction will be asked to enter into a landowner agreement. These outline the responsibilities for homeowners and the County. Before and after documentation will measure the immediate results during and post-treatment. Annual data collection by partners that measure water quality, erosion, and wildlife counts will be monitored to verify project outcomes.

#### 10. Collaborative Elements and Partners (1,500 character max)

Partners include fire departments, local governments, forest service personnel, industry operators, tribal leaders, and conservation districts and other coalitions. Partners have worked with the County on the current CWPP revision, fuels projects and natural resources planning initiatives. Eagar and Greer fire departments have committed facilitation of prescribed fire and pile burning. The fire Chiefs have conducted site assessments for fuels reduction projects and the County shares fire safety information distribution. Arizona Game and Fish and the County continually work on matters such as Mexican grey wolf, Greer Lakes Restoration, and fishery improvements to enhance economic vitality. ADOT has cleared highway right ways that compliment projects in Greer and Alpine. NRCD has led and supported projects that mitigate wildfire threat while improving rangeland for cattle ranchers and protect water resources. The Hopi tribe owns the historic 26 Bar Ranch in Eagar. They have been a voice in fire mitigation and economic development. The Natural Resources Working Group is a coalition of timber industry leaders working in the region. The group's focus has been biomass utilization as the timber industry has dwindled and large-scale projects like 4FRI must address removal of forest residuals. The Springerville Ranger District has been a partner on numerous planning and complimentary fuels projects. Their Eagar South Project will treat 15,385 federal acres, beginning in 2021.

#### 11. Sustainability Plan (1,000 character max)

Landowners are instructed to manage properties so large treatments will not be necessary. Most treatments can last 10 years or more with proper maintenance. Properties adjacent to other treatments can work with Fire Departments and local forestry agencies and neighbors/homeowner groups to hold "clean-up" days as a way to share associated costs. Fire departments are catalysts to keep property owners informed and involved. Periodic checks of treated properties by County and Fire Departments will identify issues such as tree mortality or insect infestation that would warrant a removal. Identifying these issues early significantly reduces negative impacts and keeps treatment costs low. Outreach to new community members is also key to treatment longevity. Apache County has been involved in outreach and activities and plans to continue to send out FIREwise and Fire Adapted Community information through Emergency Management's Facebook Page and other social media and community events.

#### Upload Budget Form

Project Budget- AC WUI Health.pdf

#### Upload Project Overview Map

Project area map.pdf

#### Upload Project Shape Files

Project\_Area.shp

#### Upload Letters of Partner Support (optional)

Support Letters.pdf

#### Is the project identified as a specific priority within any Community Wildfire Protection Plans (CWPP)? Reply YES or NO. If yes, please describe.

Yes. The planned treatment area was the main planning area in the Apache County Communities Wildfire Protection Plan. The plan identified Eagar, South Fork, and Greer as high priority treatment areas and areas of moderate to high fuel hazards. The planned area was identified as high incidence of fire starts. The WUI boundary was identified as a single boundary surrounding the communities of Greer, Eagar, South Fork, Springerville/Eagar, Nutrioso, and Alpine. The watershed in the WUI consists of both federal and nonfederal lands in the riparian corridors of the East Fork, West Fork and South Fork, of the Little Colorado River; the Little Colorado River; Nutrioso Creek; Water Canyon; and the San Francisco River. The WUI also includes six major reservoirs found on these rivers. Three of these reservoirs are located in the project area in Greer. Eagar's municipal water source is located on Federal land within the proposed project boundary as is the entire Pioneer Irrigation Company's irrigation system. The CWPP is currently being updated and planned completion of the updated plan is scheduled for September of 2021.

#### Is the proposed project area classified as High, Very High, or Extreme Risk by AZWRAP? Reply Yes or No

Yes

#### Average Score

#### # of Reviews

0

#### # of Denials

0

### Applications: File Attachments

**Upload Budget Form**

Project Budget- AC WUI Health.pdf

**Upload Project Overview Map**

Project area map.pdf

**Upload Project Shape Files**

Project\_Area.shp

**Upload Letters of Partner Support (optional)**

Support Letters.pdf

Project: Apache County WUI Health Improvement Project

Total Project Budget (by expense type)				
Budget Detail	Grant Share (S Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$25,000	\$0	\$0	\$25,000
Project Labor:	\$50,000	\$0	\$250,000	\$300,000
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$11,300	\$0	\$0	\$11,300
Equipment:	\$0	\$0	\$10,000	\$10,000
Supplies:	\$1,160	\$0	\$0	\$1,160
Contractual:	\$410,000	\$0	\$41,000	\$451,000
Other:	\$0	\$0	\$0	\$ 0
<b>TOTAL:</b>	<b>\$497,460</b>	<b>\$ 0</b>	<b>\$301,000</b>	<b>\$798,460</b>

Budget Narrative	
<p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.</b></p> <p>Apache County is requesting \$497,460 in grant funds to treat a combined 1,000 acres on private, state, and federal lands with total matching funds in the amount of \$301,000.</p> <p>Administrative labor in the amount of \$25,000 for MH Consulting and Project Management is budgeted for record keeping, quarterly reporting, communication with property owners and agencies, and to maintain overall contract compliance. This line item is for approximately 500 hours (40 hours/month) at a \$50/hr rate for two years of project management.</p> <p>Project Labor by Apache County is budgeted for \$50,000 for Emergency Management personnel to conduct thinning and hauling of material utilizing grant funds. A combined hourly rate for 3 full time employees is \$93.03 for 180 hours each year. Additional match of \$250,000 will come from the Forest Service for their Eagar South project along the southern boundary of the project. It is projected that their entire project will encompass 15,000 acres. It is planned that 500 acres will be completed during the grant timeframe to reach the combined 1000 acres of treatment.</p> <p>Supplies are budgeted at \$1,160 for flagging ribbon, tire repair, paper, and printing as follows:                      Flagging- \$200 for 12 cases                      Tire repair- \$500 (puncture repair is about \$20 each, this amount covers complete replacement of 3 trailer tires if necessary)                      Paper and printing- \$60 for 2 cases. this item is utilized for landowner agreements, invoicing, and reimbursement requests, and reporting. Toner cost is \$400 to replace all four.</p>	

### Budget Narrative - Continued

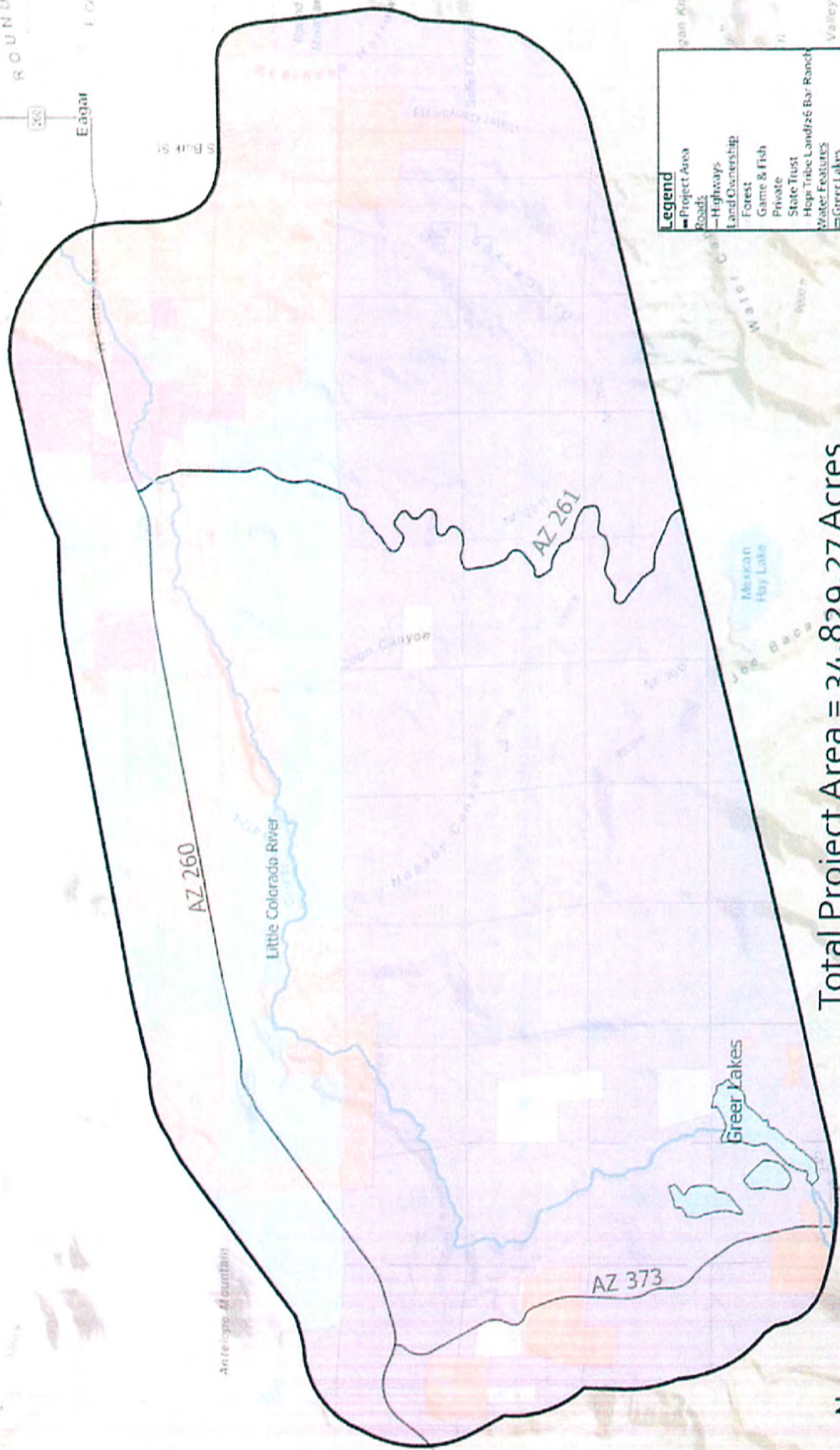
**Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.**

Travel costs are estimated at \$11,300 in grant funds. This item consists of hiring a trucking firm to haul material to a biomass utilization site. Some material can be taken to Round Valley Timber Works while other material will be hauled to the biomass power plant in Snowflake. Hauling costs for woody biomass were estimated using the Forest Residues Transportation Costing Model at \$1.68 per ton. This equates to \$100.80 per trip to Snowflake and \$16.00 to the Eagar site. This estimate is based on a truck holding between 17 and 20 tons per trip. Additional travel expenses by MH Consulting totals \$800 for 60 miles round trip site visits once per month at the current federal mileage rate. Apache County personel will also bill travel expenses to the grant totalling \$5,500 for weekly trips to project sites at the current federal rate.

Equipment is estimated using the FEMA hourly rates for a Skid Steer: \$35.47, Chipper: \$35.38, 2 Dump Trailers: \$13.37, and 3 Chain Saws: \$3.73. A combined rate of \$108.78 for an average of 95 hours is being matched by Apache County for equipment useage totalling \$10,000.

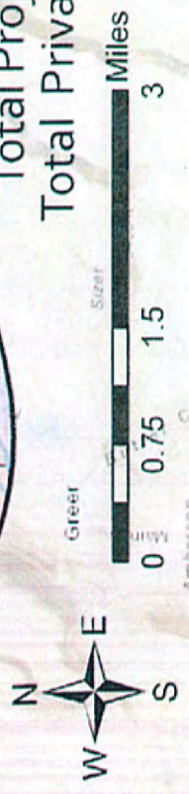
The bulk of the project budget is Contractual expenses. This line item comprises the cost of thinning reimbursements to private landowners. This cost is estimated at \$1,000 per acre to treat 450 acres on private property (the additional 50 acres will be done by County personel). Property owners will match 10% of total treatment costs. These costs total \$410,000 in grant funds and \$41,000 in program match.

# Project Area



- Legend**
- Project Area
  - Roads
  - Highways
  - Land Ownership
  - Forest
  - Game & Fish
  - Private
  - State Trust
  - Hopi Tribe Landized Bar Ranch
  - Water Features
  - Greer Lakes
  - Streams

Total Project Area = 34,829.27 Acres  
Total Private Property = 8,335.53 Acres



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

## Attachment: Invalid File or Empty File Project\_Area.shp

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The file Project\_Area is corrupt or in an unsupported format.

Profile: mhannah@mh CandP.com

## Applicant Information

Tell us about you.

### Linked Applicant

mhannah@mh CandP.com

### First name

MALENA

### Last name

Hannah

### Email

mhannah@mh CandP.com

### Title

Founder/Senior Project Manager

### Company

MH Consulting and Project Management

### Company Website

### City

SAINT JOHNS

### State

Arizona

## Organization Information

Tell us about your organization.

### Organization Name

Apache County

### Employer Identification Number (EIN)

### DUNS

### Authorized Representative

Malena Hannah

### Business/Finance Representative

Ryan Patterson

## Organization Address

### Address

PO Box 428

### Address 2

### City

Saint Johns

**State**

Arizona

**County**

Apache

**Congressional District/Region**

1

**Zip**

85936

**Phone**

9283374364

**Phone Extension****Fax**

Authorized Representative (if different from above)

**Name****Title****Email****Phone**

Business/Finance Contact (if required)

**Name**

Ryan Patterson

**Title**

County Manager

**Email**

rpatterson@co.apache.az.us

**Phone**

928-337-7503

**ATTACHMENT B**  
**(Cover Sheet)**

**Detailed Project Plan – Subject to State Approval**  
(Include specific planned accomplishments, detailed project budget, and time line)

***Apache County WUI Health Improvement Project***  
***Detailed Project Plan October 2021***

**Project Narrative**

Apache County plans to 90 acres of private lands in the areas of Eagar and South Fork. These areas lie north of the Wallow Fire burn scar. Vegetation varies east to west ranging from pinon pine to cedar and juniper to grassland and ponderosa pine forest. The Little Colorado River runs through the project area from Greer into Southfork and winds its way through Eagar. The LCR watershed is the primary source of drinking water for the Town of Eagar. Apache County is in the process of revising its CWPP and these communities are considered high-risk for wildfire that would cause detrimental resource losses including habitat for pronghorn antelope, bighorn sheep, elk, deer, multiple fish species, and numerous species of migratory birds. In addition to natural habitat, there are three large private land holdings of over 100 acres each that could suffer grazing tract losses as well as State grazing allotments. Tourism and ranching are the primary economic drivers in Apache County as are the communities sited for fuels treatment. These areas are in the moderate-high to Very High-risk categories in the AZ-WRAP. Providing thinning throughout the project areas and concentrating on a fire break along the southern perimeter of the project would reduce the risk of wildfire impacting these sensitive areas, improve habitat, promote tourism and recreation, protect natural resources, and provide local wood industries with marketable material.

**Goals and Objectives**

Project goals and objectives will be achieved through a collective partnership of state, federal, tribal, and local agencies, and private landowners.

**Main Goal:**

The main goal of this project is to protect the Eagar community from catastrophic wildfire while protecting habitat and watershed.

**Objectives:**

Treat 90 acres of private property within the southern Eagar WUI.

Work in collaboration with the USFS to treat federal lands adjacent to the project boundary.

Add to woody biomass' economic viability and collect data for exploration of biomass utilization in Apache County.

## **Planning**

The project planning area encompasses 8,335 acres of private property along the southern edge of the Town of Eagar to Greer. Funding allows treatment of 90 acres of private land in the planned area. Efforts will be concentrated on properties that abut Forest Service lands to create a firebreak for the communities within the planning area.

Upon project award, outreach to identified property owners will take place. Completing the formal landowner agreements and conducting site inspections will begin. Due to concerns around COVID-19, paperwork can be done digitally. All other COVID-19 protocols will be observed, such as mask wearing, social distancing, and conducting as much interaction as possible outdoors. Emergency Management's website will be used heavily to help spread the information about the grant and fire mitigation information.

MH Consulting has been contracted with Apache County to manage their hazardous fuels and forestry projects. Malena Hannah will work with Apache County Emergency Management to properly assess lands in need of thinning. Once an initial site assessment is completed, the hiring of tree thinning contractors is the responsibility of the property owner. It will be MH Consulting's responsibility to stay in contact with the property owner to conduct initial site visits, obtain landowner agreement paperwork, conduct follow-up visits, answer questions, and help, with assistance from DFFM, to educate them on long term Firewise recommendations.

## **Project Scope**

Communication with property owners and reporting will be overseen primarily by Malena Hannah of MH Consulting. Any property owner participating in fuels reduction will be asked to enter into a landowner agreement. These outline the responsibilities for homeowners and the County on fire mitigation projects. Initial site inspections, landowner paperwork and reporting information to DFFM will be managed by Ms. Hannah. She will put together the documentation for landowner reimbursements, but Apache County will process all financial payments. This will be done in accordance with Apache County's purchasing and procurement policies. For example, landowners will be asked to obtain three quotes from contractors on the County's approved list. The list is comprised of timber contractors that are licensed and insured and have a thorough knowledge of Firewise principles and fuels mitigation. Emergency management staff will handle field work including site inspections and follow-ups.

Project deliverables and outcomes include mitigation and fuels reduction by removing excessive pinon/juniper and pine by 25-50% per acre through removal of any dead, dying, diseased, or otherwise unhealthy tree while maintaining proper spacing in healthy forest stands. Erosion control will be achieved by allowing native species the opportunity to reestablish through reduced tree density. In some areas re-seeding with native grasses will be

proposed to property owners. In some areas contour falling will help to hold soils and allow for soil deposition rather than runoff. Rangeland health will be attained by removing woody biomass from the understory and reducing tree density. Improvement of wildlife and fish habitat by reducing the risk of catastrophic wildfire and post fire flooding leading to erosion and sediment deposition into rivers and streams and protection of infrastructure such as power lines, roadways, and irrigation and drinking water systems are all intended outcomes. Emergency Management seeks to utilize its drone capabilities in assessing properties. With permission from property owners, staff will fly each property for an accurate tree count. Upon a follow-up inspection, a second flyover will be conducted and a second tree count. This information will provide the necessary data to establish the percentage of fuel load reduction that is taking place. Before and after photo and video documentation will measure the immediate results during and post-treatment. Emergency Management personell will be tasked with property assessments, drone flights, and property inspection follow-ups. Additionally, biomass removal will be tracked and recorded. An estimated ~7 tons per acre of woody biomass will need to be removed for project completion. A portion of this material will be hauled to a biomass utilization facility such as Novo Power in Snowflake. Tracking this information will be done by recording the number of trips from Eagar to Snowflake and the size of the truck. Additionally, copies of load tickets, with the recorded tonnage, will be shared with Apache County for an accurate figure. Thinning prescriptions vary but are consistent with FIREwise recommendations and tree spacing that prevents crown fire. These determinations will be made during the site assessments depending on material type and terrain and with guidance from local forestry agencies.

Project: Apache County WUI Health Improvement Project

<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share (\$ Amount Requested)</b>	<b>Match</b>		<b>TOTAL</b>
		<b>Dollars</b>	<b>In-Kind</b>	
Administrative Labor:	\$10,000	\$0	\$0	\$10,000
Project Labor:	\$0	\$10,000	\$0	\$10,000
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$10,000	\$0	\$0	\$10,000
Equipment:	\$0	\$0	\$5,000	\$5,000
Supplies:	\$0	\$250	\$0	\$ 250
Contractual:	\$80,000	\$10,000	\$0	\$90,000
Other:	\$0	\$0	\$0	\$ 0
<b>TOTAL:</b>	<b>\$100,000</b>	<b>\$20,250</b>	<b>\$5,000</b>	<b>\$125,250</b>

<b>Budget Narrative</b>	
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p> <p>Apache County is requesting \$100,000 in grant funds to treat 90 acres on private lands with total matching funds in the amount of \$25,250.</p> <p>Administrative labor in the amount of \$10,000 for MH Consulting and Project Management is budgeted for record keeping, quarterly reporting, communication with property owners and agencies, and to maintain overall contract compliance. This line item is for approximately 200 hours at a \$50/hr rate for two years of project management.</p> <p>Supplies are budgeted at \$250 in matching funds to support the project in printing, flagging, and paper costs.</p>	

**Budget Narrative - Continued**

**Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).**

Travel costs are estimated at \$10,000 in grant funds. This item consists of hiring a trucking firm to haul material to a biomass utilization site. Some material can be taken to Round Valley Timber Works while other material will be hauled to the biomass power plant in Snowflake. Hauling costs for woody biomass were estimated using the Forest Residues Transportation Costing Model at \$7.00 per ton. The project area is estimated to produce an average of 7.8 tons of biomass per acre:  $90 \times 7.8 = 702$  tons  $702 \times \$7.00 = \$4,914$  This cost includes grinding material, loading, and hauling.

Additional travel expenses by MH Consulting totals \$800 for 60 miles round trip site visits twice per month at the current federal mileage rate.  $60 \times 2 = 120 \times 24 = 2,880$  miles (\$1,613 at \$.56/mile). Apache County personnel will bill travel expenses as match totaling \$3,500 for weekly trips to project sites at the current federal rate.

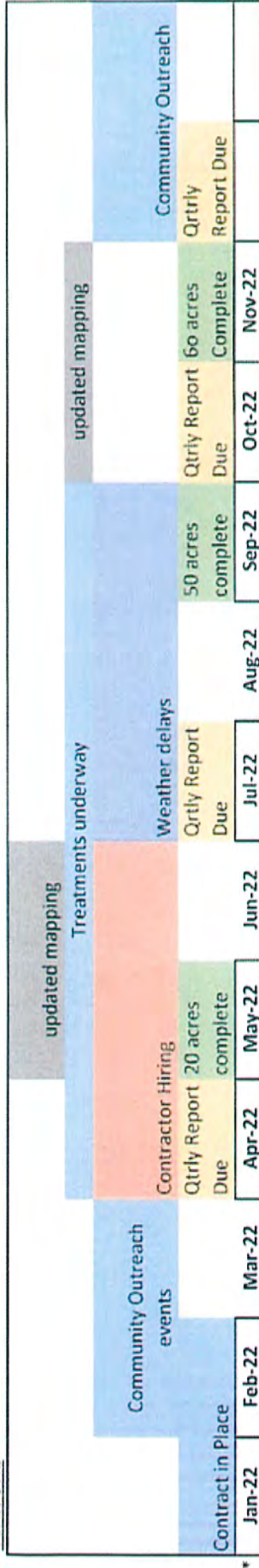
Equipment is estimated using the FEMA hourly rates for a Skid Steer: \$35.47, Chipper: \$35.38, 2 Dump Trailers: \$13.37, and 3 Chain Saws: \$3.73. A combined rate of \$108.78 for an average of 46 hours is being matched by Apache County for equipment usage totalling \$5,000.

The bulk of the project budget is Contractual expenses. This line item comprises the cost of thinning reimbursements to private landowners. This cost is estimated at \$1,000 per acre to treat 90 acres on private property. 90 acres will be treated and billed to the grant as a contractual expense and property owners will match 10% of total treatment costs. These costs total \$80,000 in grant funds and \$10,000 in program match.

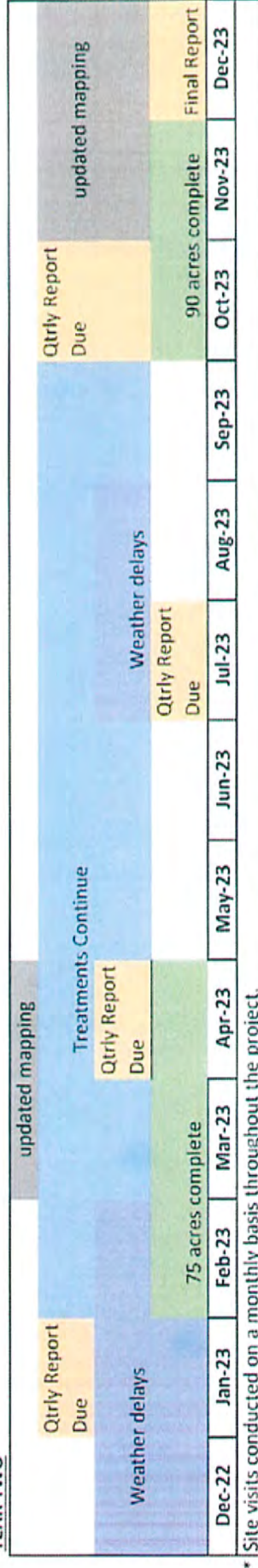
Project labor will be billed to the grant as program match for the work performed by Apache County Emergency Management Personell. A combined hourly rate for 3 full time employees is \$93.03 for approximately 107.5 hours of labor over the life of the grant. A total of \$10,000 has been estimated as project match.

Apache County WUI Health Improvement Project Timeline

**YEAR ONE**



**YEAR TWO**



\* Site visits conducted on a monthly basis throughout the project.

# Apache County

## Treatment Area:

A: 58.78 Acres

B: 22.95 Acres

C: 6.21 Acres



Parcel

Treatment Area

## Land Ownership

BLM

Forest

Game & Fish

Indian Res.

Natl. Parks

Private

State Trust

0 0.2 0.4 0.8 Mi



## **ATTACHMENT C**

### **General Provisions**

#### **ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS**

It is the Sub-grantee's responsibility to develop, document, administer and manage the appropriate accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

#### **HATCH ACT**

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

#### **NEPA**

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

#### **COVENANT AGAINST CONTINGENT FEES**

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **MODIFICATIONS**

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

#### **EXTENSIONS**

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

#### **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

### RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

### EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 2009-09 and any other federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

### ARBITRATION

To the extent required by A.R.S. §12-1518 and 12-133, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

### ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

### TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

### CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

#### TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

#### NON-AVAILABILITY OF FUNDS

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined this agreement.

#### FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

#### SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

#### GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

#### INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

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.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

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**INELIGIBLE COSTS** – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**REIMBURSABLE PROJECT EXPENSES** – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

**Labor** - may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.

- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

**Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

**Equipment Purchases (small)** – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment with per unit costs totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

**Equipment Purchases (large)** - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

**Equipment Rental** – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

**Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

**Equipment Operating Costs** - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with State funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**ELIGIBLE MATCH** – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

**Cash** - Matching investment can include actual costs incurred as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

**In-kind Contributions** - include the use of on-hand supplies, use of third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- Use of in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

**Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



## Quarterly Performance Report

### GRANT INFORMATION:

Grant Number:	Grant Award \$:
Project Name:	Award End Date:
Organization:	
County:	DFFM District:

### REPORT INFORMATION:

Calendar Year:	Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:
Name of person completing report:	
Submittal Date:	

**PROJECT OBJECTIVES ACCOMPLISHED:** (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	Total Project Goal	Previously Reported	+	Current Quarter	=	Cumulative Total

**Program-Specific Reportables (if applicable)**

1			+		=	
2						
3						
4						
5						

**Is this Project On Track?** (Yes / No)

Use the following sections to describe activities for this quarter and for the overall project status.  
 Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.  
 (Please list any additional items in the narrative to assure they are recorded.)



## Quarterly Performance Report

**NARRATIVE REPORT / THIS QUARTER:** What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

**NARRATIVE REPORT / OVERALL PROJECT:** What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



**Arizona Department of Forestry and Fire Management  
Grant Reimbursement Form**

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: \_\_\_\_\_  
 Organization Name: \_\_\_\_\_ Match %: \_\_\_\_\_  
 Total Grant Amount: \_\_\_\_\_ Total Match Required: \_\_\_\_\_  
 Grant Expiration/End Date: \_\_\_\_\_ (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):			
	Reimbursable Costs	Match	Total
			\$0.00

This Reimbursement Period: (Period Start / End dates) _____			
Item	Reimbursable Costs	Match	Total
Administration			\$0.00
Personnel			\$0.00
Contracted Services			\$0.00
Supplies			\$0.00
			\$0.00
			\$0.00
			\$0.00
Volunteer time	N/A		\$0.00
In-Kind Contributions	N/A		\$0.00
<b>Total:</b>	\$0.00	\$0.00	\$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):			
	Reimbursable Costs	Match	Total
	\$0.00	\$0.00	\$0.00

\*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

\_\_\_\_\_  
 Authorized Signature Title Date

**SIGNATURE LINE STATEMENT** (Required for Processing)  
 By signing the "Grant Reimbursement Form", the signing agent is verifying that:  
 All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Steve Kizer, IT

Date/Signature: Steve W. Kizer 2/24/22

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 enter into a contract for technical services with Scott Rogers regarding County networking issues, upgrading legacy systems, assisting in the transition to a new internet provider and other technical services as required.

BOS Meeting Date Requested 03/01/2022

Legal Review: see email PRE-AGENDA ITEM REVIEW

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature [Signature]

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

## Beth Bond

---

**From:** Steve Kizer  
**Sent:** Thursday, February 24, 2022 8:39 AM  
**To:** Beth Bond  
**Subject:** FW: [EXTERNAL]RE: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]RE: [EXTERNAL]Re: Contract - IT Consultant  
**Attachments:** Scott Rogers\_PROFESSIONAL SERVICES CONTRACT.docx

**From:** Michelle Beus <mbeus@apachelaw.net>  
**Sent:** Tuesday, February 22, 2022 10:40 AM  
**To:** Michael Whiting <Michaelbwhiting@gmail.com>; Steve Kizer <skizer@co.apache.az.us>; Ryan Patterson <rpatterson@co.apache.az.us>; Joe Young <jyoung@apachelaw.net>  
**Subject:** [EXTERNAL]RE: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]RE: [EXTERNAL]Re: Contract - IT Consultant

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Steve,

Here is the contract. Notice that on page 5, there is a blank space for Scott to enter his phone number. If you or Scott have any questions, please let us know.

Thanks!  
Michelle

**D. Michelle Beus**  
Deputy County Attorney  
Apache County Attorney's Office  
Phone: (928)337-7560

**From:** MBW <michaelbwhiting@gmail.com>  
**Sent:** Sunday, February 20, 2022 8:12 PM  
**To:** Steve Kizer <skizer@co.apache.az.us>; Michelle Beus <mbeus@apachelaw.net>; A Ryan Patterson <rpatterson@co.apache.az.us>; Joe Young <jyoung@apachelaw.net>  
**Subject:** Re: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]RE: [EXTERNAL]Re: Contract - IT Consultant

Michelle, will you please send the contract to everyone on the list? Thanks!

On Thu, Feb 17, 2022 at 7:43 AM Steve Kizer <skizer@co.apache.az.us> wrote:

I think that Michelle had the contract finished. It just needed to be reviewed. I haven't received a copy of the finished product so I can't forward it to you.

# PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT entered between Apache County, hereinafter called COUNTY; and Scott Rogers, hereinafter called CONTRACTOR.

## WITNESSETH

WHEREAS, COUNTY requires the services of a qualified CONTRACTOR to provide information technology and other consulting services, and

WHEREAS, CONTRACTOR has the requisite training and experience to assist the COUNTY in such matters, and

WHEREAS, the Apache County Board of Supervisors approves entering this contract,

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract shall commence on the date last signed below and shall continue until December 16, 2022, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to two (2) additional one-year periods or any portion thereof.

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

### ARTICLE II - SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will serve the COUNTY in handling information technology (IT) and other consulting services, which shall occur upon the signature of both parties, for the purpose of carrying out any such services as the COUNTY may deem appropriate.

A. CONTRACTOR will be assigned information technology and other consulting duties as deemed appropriate by the COUNTY, which shall retain ultimate discretion regarding projects to be handled by CONTRACTOR. These duties may include the following:

- Addressing, resolving, and logging all incidents and requests; engaging Helpdesk or other appropriate resources to resolve incidents.
- Determining network and system requirements.
- Designing, setting up, and maintaining complex switching environments for LANs, WANs, network segments, Internet, and intranet systems.
- Designing, setting up, and maintaining firewalls, routers, VOIP devices, and security appliances.
- Assigning routing protocols and routing table configuration.
- Monitoring networks to ensure security, integrity, and availability throughout the COUNTY'S LAN/WAN infrastructure.

- Responding to and working with appropriate parties to capture information resulting from network, remote outages, slowdowns, etc.
- Sending notifications of all outages and planned maintenance to all interested parties.
- Managing and prioritizing outstanding support issues.
- Maintaining a thorough understanding of internet technologies and their workings [DNS, security, IP routing, http, VPN, email routing, VOIP, spam, etc.]
- Providing recommendations to IT Director for network/security process & policies. Designing, setting up, and configuring complex wireless networking that supports open or secured access and the ability to support voice and video applications.
- Any other IT or consulting services agreeable to both parties.

B. The CONTRACTOR will exercise independent professional judgment and discretion, and shall have the authority to carry out assigned tasks on behalf of the COUNTY, but shall do so subject to the general oversight and authority of the COUNTY.

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

D. CONTRACTOR shall perform their duties on-site or remotely, as reasonable and as agreeable to both parties. COUNTY will provide CONTRACTOR appropriate physical and/or remote access to its IT systems and other properties as necessary, to allow CONTRACTOR to carry out their duties remotely or on-site as agreeable to both parties.

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

### ARTICLE III - COMPENSATION AND PAYMENT

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

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

B. CONTRACTOR shall be paid at an hourly rate of \$25.00 per hour during normal schedule time, which is defined as any time between 7:00am and 5:00pm MST, Monday through Friday, for up to 40 hours per week. CONTRACTOR shall be paid at an hourly rate of \$50.00 per hour during emergencies (or other necessary tasks, such as planned maintenance) that reasonably require work outside of the normal schedule time or beyond 40 hours in a given week. Contractor shall not be paid more than \$50,000 under this Contract without further written agreement.

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

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

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

F. CONTRACTOR agrees to pay all reasonable and necessary costs associated with the work. Out of pocket costs including long distance land line charges for faxes and telephone calls, filing fees, and the like will be paid by the CONTRACTOR.

G. All necessary reasonable actual out of county travel related expenses of CONTRACTOR, shall be paid by the CONTRACTOR. The CONTRACTOR shall maintain and provide proof of a valid driver's license and automobile insurance.

H. It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

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

#### **ARTICLE IV - CONFIDENTIALITY**

Confidential Information refers to any data, document, media, or other information relating to the COUNTY or its affairs that (a) CONTRACTOR learns in the course of this professional services Contract, or (b) CONTRACTOR learns (or has learned) in the course of previous, concurrent, or future employment or contracts with the COUNTY.

CONTRACTOR agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the CONTRACTOR has obtained, except as implicitly or explicitly authorized by the COUNTY or as required by law. The obligations of confidentiality will apply during the full term of the Contract and will survive indefinitely upon termination of the Contract.

#### **ARTICLE V - INDEMNIFICATION**

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

#### **ARTICLE VI - COMPLIANCE WITH LAWS**

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

#### **ARTICLE VII - INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees shall be considered an employee of Apache County or be entitled to receive any employment-related fringe benefits under the Apache County Human Resources Policy Manual. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes.

#### **ARTICLE VIII - ASSIGNMENT**

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

#### **ARTICLE IX - NON-DISCRIMINATION**

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

#### **ARTICLE X - AMERICANS WITH DISABILITIES ACT**

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

#### **ARTICLE XI - AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

#### **ARTICLE XII - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

#### **ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST**

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

**ARTICLE XIV - TERMINATION**

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

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

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

**ARTICLE XV - NOTICE**

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

COUNTY:

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

CONTRACTOR:

SCOTT ROGERS  
2709 Gidding St  
Clovis, NM 88101  
(928) 333-3143

**ARTICLE XVI - NON-EXCLUSIVE CONTRACT**

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of the COUNTY. The COUNTY reserves the right to obtain like services from other sources for any reason. CONTRACTOR reserves the right to provide like services to other clients, so long as such services do not prevent CONTRACTOR'S full compliance with this Contract.

**ARTICLE XVII - REMEDIES**

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

**ARTICLE XVIII - SEVERABILITY**

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

**ARTICLE XIX - BOOKS AND RECORDS**

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of the COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**ARTICLE XX - ENTIRE AGREEMENT**

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

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

**APACHE COUNTY**, a political subdivision  
of the State of Arizona,

**CONTRACTOR**, Scott Rogers

\_\_\_\_\_  
NELSON DAVIS  
CHAIRMAN  
APACHE COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
SCOTT ROGERS

Date:

Date:

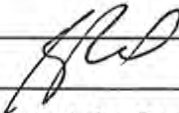
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

2/14/22 

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

Discussion and possible approval of a lease agreement with Alpine Sanitary District and Alpine Water Improvement District.

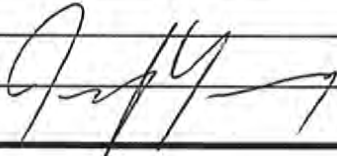
BOS Meeting Date Requested 3/1/22

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_



Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

# **REAL ESTATE LEASE**

**Lessor: Apache County, Arizona**

**Lessees: Alpine Sanitary District and Alpine Domestic Water Improvement District**

## **LEASED PREMISES**

In consideration of the rents and covenants herein made, Lessor does lease to Lessees The south modular building, on the following described real property:

Alpine Township S 110<sup>7</sup>, Lot 1, Block 6 (.55 acres, also known as Apache county Parcel No. 101-16-26B), 5 County Road 2061.

A schematic of the exact area being leased under this agreement is attached hereto and Incorporated herein as "Exhibit A."

## **TERM**

This lease shall be for a term of 5 (five) years commencing on the 1<sup>st</sup> day of January, 2022, and expiring on the 31<sup>st</sup> day of December, 2026.

## **RENT**

The Lessees shall pay to the Lessor for the leased premises the sum of \$300.00 per month, with the first payment to occur on or before the 1<sup>st</sup> day of January, 2022. Thereafter, rent shall become due and payable on the first day of every month.

## **BREACH**

Lessees understand that breach of any of the terms and conditions of this contract may result in Lessees being evicted from the premises. Lessees agree to vacate the premises upon receiving three (3) days advance written notice of eviction from the Lessor, should Lessees be responsible for breach of any of the terms and conditions set forth herein. No refund of unused rent will be awarded upon eviction.

## **USE OF PREMISES**

Lessees agree to use the leased premises for the purpose of operating a public utility, i.e., a sanitary district and a water company. Lessees shall not substantially change from such type of business operations without the written consent of the Lessor. Lessees shall, at their own sole cost, comply with governmental regulations on said premises.

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

## **INSPECTION OF PREMISES**

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

## **MAINTENANCE OF PREMISES**

Lessees shall, during the term of the tenancy, maintain the interior of said premises in good and sanitary order, condition and repair and shall, in complying with the provisions of this paragraph, provide any necessary cleaning supplies.

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

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

## **TERMINATION OF AGREEMENT**

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

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

## **DESTRUCTION OF PREMISES**

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

## **UTILITIES**

Lessor shall be liable for all utility expenses associated with the leased premises, including but not limited to electricity, gas, water and sewer and garbage collection.

## **SIGNAGE**

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

## **INSURANCE**

During the entire term of this Lease, the Lessees shall, at the Lessee's sole cost and expense, maintain a general liability insurance against claims of personal injury, death, or property damage occurring in, upon, or about the Leased Premises. A copy of said insurance policy shall be provided to Lessor upon request.

During the term of the Lease, Lessor shall maintain, at the Lessor's sole cost and expense, premises liability insurance to cover any potential liability for potential claims of personal injury that arise from incidents in the parking lot or other common areas of the Lessor's property. A copy of said insurance policy shall be provided to Lessee upon request.

#### **MEDIATION AND JURISDICTION**

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

#### **ENTIRE AGREEMENT**

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

#### **MODIFICATION**

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

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

Executed this 1<sup>st</sup> day of March, 2022, at St. Johns, Apache County, Arizona.

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Nelson Davis  
Chairman of the Board  
P.O. Box 428  
St. Johns, AZ 85936  
928-337-7502

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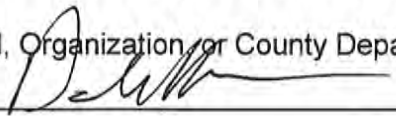
Shawna Metzger  
Authorized Representative of Alpine Sanitary District and Alpine Domestic Water Improvement District.  
P.O. Box 595  
Alpine, AZ 85920  
928-339-4631

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING



Date/Signature 2/17/22

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL FOR BID # 2022-02 FOR CONTRACT TRUCKING COUNTYWIDE

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **BID NOTICE**

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR CONTRACT TRUCKING.

BID SPECIFICATIONS FOR BID #2022-02 MAY BE OBTAINED BY CONTACTING THE APACHE COUNTY ENGINEERING DEPARTMENT, P.O. BOX 238, ST. JOHNS, AZ 85936 OR MAY BE PICKED UP AT 75 WEST CLEVELAND, ST JOHNS AZ, IN THE ANNEX BUILDING.

**BID DEADLINE FOR BID #2022-02 IS 11:00 AM THURSDAY FEBRUARY 24<sup>TH</sup> 2022 AT WHICH TIME A PUBLIC BID OPENING WILL BE HELD. SEND BIDS TO THE ABOVE ADDRESS IDENTIFIED ON THE ENVELOPE AS "BID # 2022-02.....CONTRACT TRUCKING".**

THE BOARD OF SUPERVISORS WILL AWARD THE BID ON **TUESDAY MARCH 1<sup>ST</sup> 2022.**

**THE BOARD OF SUPERVISORS RESERVES THE RIGHT TO REJECT PART OR ALL OF THE BID.**

*Office of  
Apache County Engineer  
P.O. Box 238, St. Johns, AZ 85936  
[fcrosby@co.apache.az.us](mailto:fcrosby@co.apache.az.us)*

J. Ferrin Crosby, P.E.  
County Engineer

Telephone: 928.337.7528  
Facsimile: 928.337.2062

February 24, 2022

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid # 2022-02 (contract trucking)

It is the recommendation of the Engineer's Office to award Bid # 2022-02 to B & R TRUCKING.

Thank you,

Dale Hauser  
Engineering Department

Bid for: #2022-02 Contract Trucking

Bid Opening Date 2/24/22

Time: 11:00 AM

Present: DALE HAUSER

FERRIN CROSBY

BRISTINA TALANO

Tabulating: DALE HAUSER

---

Vendor Name

Amount

B/R Trucking

See Attached

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

## BID SPECIFICATIONS

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR CONTRACT TRUCKING TO BE EXECUTED FROM TIME TO TIME AS NEEDED DURING THE COURSE OF THE CALENDAR YEAR ENDING DECEMBER 31, 2022

### DISTRICT I

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
TEEC NOS POS	\$ 120.00	\$ 4.25	4.00
CHINLE AREA	\$ 120.00	4.25	4.00

### DISTRICT II

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
GANADO AREA	\$ 120.00	4.25	4.00
FT DEFLANCE AREA	\$ 120.00	4.25	4.00
WHEATFIELDS AREA	\$ 120.00	4.25	4.00

### DISTRICT III

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
EAGER AREA	\$ 120.00	4.25	4.00
ST JOHNS AREA	\$ 120.00	4.25	4.00
CHAMBERS AREA	\$ 120.00	4.25	4.00

**NOTE: All prices shall include applicable tax.**

FUEL PRICE INDEX:

BASE FUEL PRICE:

\$ 4.00

FUEL PRICE

ADJUSTMENT: \$.10 increase per gallon = \$.03 per mile increase in bid cost

(Should read: example \$.10 increase per gallon = \$.10 per mile increase in bid cost.)

APACHE COUNTY RESERVES THE RIGHT TO RENEW THIS BID, IF BOTH THE VENDOR AND APACHE COUNTY ARE IN WRITTEN AGREEMENT.

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

VENDOR NAME: Bj R Trucking DATE 2-14-22

VENDOR ADDRESS P.O. Box 1411 Eagar Az 85925

VENDOR TELEPHONE & FAX 928-245-3809 b.r.trucking.willbank@gmail.com

AUTHORIZED SIGNATURE William B. Willbank

CONTACT PERSON: COUNTY ENGINEER (928) 337-7531 b.r.trucking.willbank@gmail.com

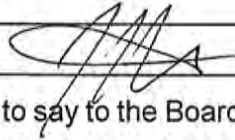
**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

date/time stamp

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

ENGINEERING

Date/Signature 2/23/22



Describe in detail what you want to say to the Board and what action you want the Board to take: PERMISSION TO PURCHASE 2 NEW BACKHOES WITH 2 TRADE INS FOR DISTRICT 1, USING DISTRICT 1 FUNDS. SOURCEWELL CONTRACT # 032119-JDC FOR A TOTAL COST OF \$284,700.39.

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**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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# Retail Purchase Order

RDO Equipment Co.  
 5500 East Penstock Avenue  
 Flagstaff AZ, 86004  
 Phone: (928) 526-0639 - Fax: (928) 526-2498

**Bill To:**  
 APACHE COUNTY FINANCE  
 PO BOX 428  
 SAINT JOHNS, AZ, 85936  
 APACHE (001)  
 (928) 337-7612

**Purchase Order Date:** 2/11/2022  
**Purchase Order #:** 1507386  
**Purchaser Account #:** 4903006

**Ship To:**

PO BOX 1952  
 HIGHWAY 191  
 CHINLE, AZ, 86503  
 (928) 337-7612

**Customer Purchaser Type:** Governmental - State/Province  
**Customer Market Use:** Earth Moving - Land Improvement  
**Location of First Working Use:** CHINLE, AZ, 86503  
**Dealer Account Number:** 177634  
**Sales Professional:** Alex Santiago  
**Phone:** (928) 428-4800  
**Fax:** (909) 428-4900  
**Email:** ASantiago@rdoequipment.com

### Comments

This Price is valid until 2/28/22

### Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Price Per Unit	Cash Price
2	TBD TBD	0	New 2021 JOHN DEERE 410L  Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 0, Exp Date: 11/30/2024	\$148,929.04	\$297,858.08
1	J000147418-1 X244009	0	Attachment - New 2021 JRB 410WR24	\$967.57	\$967.57
1	J000151416-1 X375600	0	Attachment - New 2021 JRB 410WRCPLR	\$1,200.00	\$1,200.00
1	J000151240-1 X375601	0	Attachment - New 2021 JRB 410WRCPLR	\$1,200.00	\$1,200.00
1	J000156234-1 X489451	0	Attachment - New 2021 JRB 410WR24	\$1,034.37	\$1,034.37
<b>Equipment Subtotal:</b>				<b>\$302,260.02</b>	

### Trade Information

Serial Number	Year / Make / Model	Payoff Information	Trade In Hours	Trade In Value
T0310SG905826	2002 JOHN DEERE 310SG	\$0.00	6518	(\$23,500.00)
T0310EX828873	1997 JOHN DEERE 310E	\$0.00	4393	(\$18,000.00)
<b>Total Trade In Value:</b>				<b>(\$41,500.00)</b>
<b>Trade Balance Owed:</b>				<b>\$0.00</b>
<b>Net Difference:</b>				<b>(\$41,500.00)</b>

### Purchase Order Totals

**Balance:** \$260,760.02  
**AZ STATE TAX:** \$14,602.56  
**AZ COUNTY TAX:** \$3,389.88  
**AZ CITY TAX:** \$5,947.93  
**Sales Tax Total:** \$23,940.37  
**Sub Total:** \$284,700.39  
**Cash with Order:** \$0.00  
**Balance Due:** \$284,700.39

## Legal Information

### For the Construction Product(s)

**ACKNOWLEDGMENTS** - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

**DISCLOSURE OF REGULATION APPLICABILITY** - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE** - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

## Signature Area

### Purchase Order Accepted By:

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
(Date Accepted)

\_\_\_\_\_  
(Authorized Signature of Dealer)

\_\_\_\_\_  
(Date Accepted)

### Delivery of Equipment Acknowledgement:

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date Accepted

### Standard Warranty Acknowledgement:

\_\_\_\_\_  
(Delivered On)

\_\_\_\_\_  
(Warranty Begins)

### Extended Warranty Oil Sampling Acknowledgement:

\_\_\_\_\_  
(Customer's Initials)

\_\_\_\_\_  
(deal owner's title's Initials)

## Equipment Options

Qty	Serial Number	Year / Make / Model	Description
2	TBD	2021 JOHN DEERE 410L	0AB1T 410L BACKHOE LOADER 2401 English Decals with English Operator and Safety Manuals 170K JDLink™ 3095 Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission 2035 Cab 9060 Front View Mirror 9917 Radio, Bosch Basic Package 9920 Exterior Rear View Mirrors (2) 9970 Seat, Cloth Air-Suspension - Heated 4466 Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front 8685 Dual Maintenance Free Batteries With Disconnect and Jump Post 9905 Strobe Light with Magnetic Mount 9116 LED Light Package 6020 Extendible Dipperstick 6230 Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger) 5285 Pilot Controls, Two Lever, with Pattern Selection 5401 Less Coupler - Thumb Ready 5600 Less Backhoe Bucket with Bucket Pins 9230 37 Inch Hydraulic Backhoe Thumb - 4 Tine 9947 Heavy-Duty Stabilizer Pads 7690 1.32 Cu. Yd.(1.0 Cu. M.), 92 in.(234 mm) wide Multipurpose Coupler Bucket 7085 Loader Coupler, 3-Function Hydraulics, Single Lever 8485 1250 Lb. (567 kg) Front Counterweight 1065 John Deere PowerTech™ EWL 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions 9515 Diagnostic Oil Sampling Ports 9505 Full MFWD Driveshaft Guard 08SQ024-E00-GTK22S5- 24" SEVERE DUTY BUCKET W/ TEETH None None 08HQ024-E00-GTK22S5- 24" QH BUCKET W/ TK225 TEETH
1	J000147418-1	2021 JRB 410WR24	08SQ024-E00-GTK22S5- 24" SEVERE DUTY BUCKET W/ TEETH
1	J000151416-1	2021 JRB 410WRCPLR	None
1	J000151240-1	2021 JRB 410WRCPLR	None
1	J000156234-1	2021 JRB 410WR24	08HQ024-E00-GTK22S5- 24" QH BUCKET W/ TK225 TEETH

## **STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada**

- **Construction, Forestry & Compact Construction Equipment (CCE) Products\***: 12 months Full Machine Standard Warranty
- **\* Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURALL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

### **A. STANDARD WARRANTY - GENERAL PROVISIONS**

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

### **B. WHAT IS COVERED BY STANDARD WARRANTY -**

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

### **C. EXCLUSIVE REMEDY -**

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

#### D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

#### **E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

#### **F. TERMINATION OF WARRANTY-**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

#### **G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### H. TELEMATICS

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

#### I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

#### J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

#### K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

#### L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

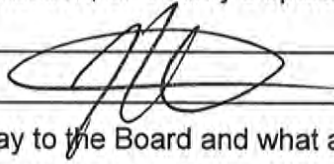
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering department/ District III

Date/Signature 2-22-2022



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

Following a possible executive session for legal advice pursuant to A.R.S. §38-431.03 (A)(3), directing the County Attorney to begin the condemnation proceeding for a right-of-way across parcel 107-18-357A. The 50 foot proposed right-of-way will reconnect County Route 8206 and reestablish public access to numerous subdivisions.

BOS Meeting Date Requested 3-1-2022

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

# AN APPRAISAL REPORT OF

## TWO ROADWAY EASEMENT OPTIONS



### LOCATED

ALONG ROAD 8206, NORTH OF HIGHWAY 61  
APACHE COUNTY, ARIZONA

### PREPARED FOR

FERRIN CROSBY, PE  
*APACHE COUNTY*  
P.O. BOX 238  
ST. JOHNS, AZ 85936

### PREPARED BY

*KB VALUATION SERVICES*  
11308 E. FAIRBROOK STREET  
MESA, ARIZONA 85207  
(844) 347-8186

February 3, 2022

Ferrin Crosby, PE  
**Apache County**  
P.O. Box 238  
St. Johns, AZ 85936

RE: An appraisal report of a 1.50-acre roadway easement (Option 1) and a 2.00-acre roadway easement (Option 2) located along Road 8206, north of Highway 61 in Apache County, AZ.  
**KB Valuation Services File No. 2022-KB0114.**

Dear Mr. Crosby,

At your request, I have completed a site visit and appraisal of the above referenced real property. The date of site visit and valuation is February 1, 2022, and the date of this report is February 3, 2022. The object of this investigation has been to estimate the following values for the subject property:

- "As Is" market value of Option 1 (1.50-acres) on the appraisal date (fee simple)
- "As Is" market value of Option 2 (2.00-acres) on the appraisal date (fee simple)

Based on the findings of my investigation, I have estimated the fee simple, "as is" **market value** of the subject Option 1 (1.50-acres), as of February 1, 2022, to be:

**FIVE THOUSAND TWO HUNDRED DOLLARS  
(\$5,200)**

Based on the findings of my investigation, I have estimated the fee simple, "as is" **market value** of the subject Option 2 (2.00-acres), as of February 1, 2022, to be:

**SEVEN THOUSAND DOLLARS  
(\$7,000)**

These value estimates are based upon an **exposure period of 12 months or more** and do not include any tangible or intangible personal property or business value.

The **intended use** of this appraisal report is for assisting the intended user with the purchase of a roadway easement. The **intended user** of this appraisal report is *Apache County*. This report may not be used for any other reason, nor is it intended for use by any other entity than the party for which it was prepared. This report may not be used for the sale of partial property interests (limited, general partnership, or syndication) unless specifically authorized by the appraisers.

This appraisal has been prepared in conformity with the current requirements of the Appraisal Foundation as set forth in the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2022 Edition).

**Market Comment**

As of the date of this report, there is an ongoing pandemic of coronavirus disease 2019 (COVID-19), caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The coronavirus threat may be impacting market conditions. Please see the area analysis section of this report for a more detailed discussion and analysis.

This valuation is based upon the attached report and all the assumptions and limiting conditions contained therein, including the understanding that I have no control of the utilization of this appraisal by its subsequent readers. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which they are connected) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without prior written consent and approval of the undersigned.

The narrative report that follows sets forth the data and analyses upon which my conclusions are based.

Sincerely,

A handwritten signature in cursive script that reads "Brian D. Mills".

Brian D. Mills, MAI  
Arizona Cert. General  
Real Estate Appraiser No. 31149

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## AN APPRAISAL REPORT

A 1.50-ACRE EASEMENT AND A 2.00-ACRE EASEMENT ALONG  
ROAD 8206, NORTH OF HIGHWAY 61, APACHE COUNTY, AZ

PORTION OF APN: 107-18-357A

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**Client:** *Apache County*

**Real Property  
Interest Appraised:** Fee simple

**Pertinent Dates:**

Date of Report:	February 3, 2022
Date of Inspection:	February 1, 2022
Date of Value:	February 1, 2022

**Intended User:** *Apache County*

**Intended Use:** The intended use of this appraisal report is to assist the intended user with the purchase of a roadway easement. This report may not be used for any other reason, nor is it intended for use by any other entity than the party for which it was prepared. This report may not be used for the sale of partial property interests (limited, general partnership, or syndication) unless specifically authorized by the appraiser.

### Scope of Work:

As part of this appraisal, I have completed the following steps to gather, confirm, and analyze the data:

- Physically observed the subject property and toured the immediate environs and market area;
- Collected factual information about the subject and the surrounding market and confirmed that information with various sources;
- Prepared a highest and best use analysis of the subject site as vacant;
- Collected and confirmed market information needed to develop a credible opinion of value;
- Prepared an appraisal report setting forth the conclusion derived in this analysis.

### Current Ownership, Sales History, Status

The subject currently owned by Rey A. Reinoso. According to public records, there have been no sales or transfers of the property during the past three years. To the best of my knowledge, subject parcel is not currently listed for or pending sale.

## Market Value Definition

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

## Definition of Fee Simple Estate

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."<sup>1</sup>

## Definition of Exposure Time

*Exposure Time* is defined as the: *an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.*

*Appraisal Standards Board (ASB), USPAP 2020-2022, Page 4*

In this appraisal report, the exposure period for the subject property is estimated to be 12 months or less. This conclusion is predicated upon telephone interviews with market participants, consideration of current market conditions, and an evaluation of the historical marketing periods of comparable sales information analyzed during the preparation of this report.

## Definition of Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.<sup>2</sup>

The sales considered did indicate sufficient demand exists to presume the subject property could be marketed successfully under the supplied definitions of value within 12 months or less. This estimate, however, assumes any disposition of the subject property is in its "as is" condition, and that the pricing of any marketing effort is near the value estimated within this report. This estimate also assumes no material changes (either up or down) in market conditions.

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1 Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

2 Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

## Property Description

Site Area: *Option 1*

Before: 2,859,278 square feet or 65.64 acres  
Easement: 65,340 square feet or 1.50 acres  
After: 2,793,938 square feet or 64.14 acres

### *Option 2*

Before: 2,859,278 square feet or 65.64 acres  
Easement: 87,120 square feet or 2.00 acres  
After: 2,772,158 square feet or 63.64 acres

Type: The subject parcel is improved with a windmill and corral rated in fair condition. The improvements are not included in the valuation of the subject.

Zoning: AG, Agricultural General, Apache County

Shape: Irregular

Frontage: Road 8206

Topography: Rolling, level, sloping

Utilities: Electric, well

Flood Zone: Zone D (undetermined flood area), FEMA panel 04001C4275E, dated 09/28/2007.

Aerial View of Parcel 107-18-357A



# Flood Map

## National Flood Hazard Layer FIRMette



### Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Without Base Flood Elevation (BFE) Zone A, B, BFF  
With BFE or Depth Zone AE, A3, A4, VE, AH  
Regulatory Floodway

**SPECIAL FLOOD HAZARD AREAS**

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone 1
- Area with Reduced Flood Risk due to Levees, See Notes, Zone 1
- Area with Flood Risk due to Levees Zone 2

**OTHER AREAS OF FLOOD HAZARD**

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone 3

**OTHER AREAS**

**GENERAL STRUCTURES**

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

**OTHER FEATURES**

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

**MAP PANELS**

- Digital Data Available
- No Digital Data Available
- Unmapped

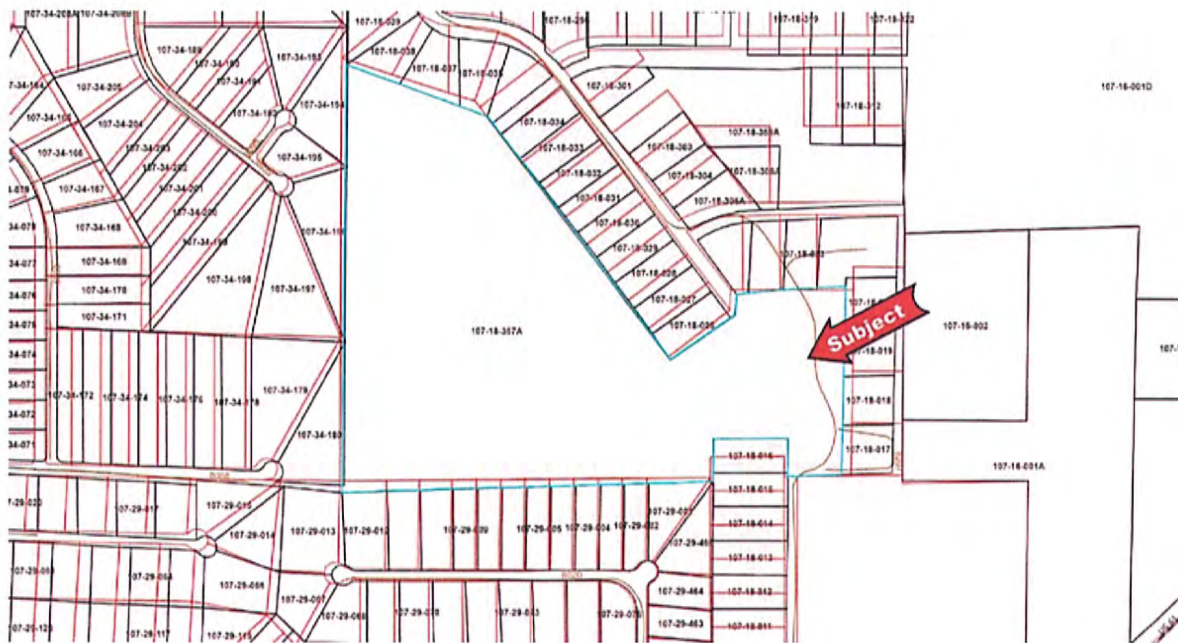
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/2/2022 at 12:29 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

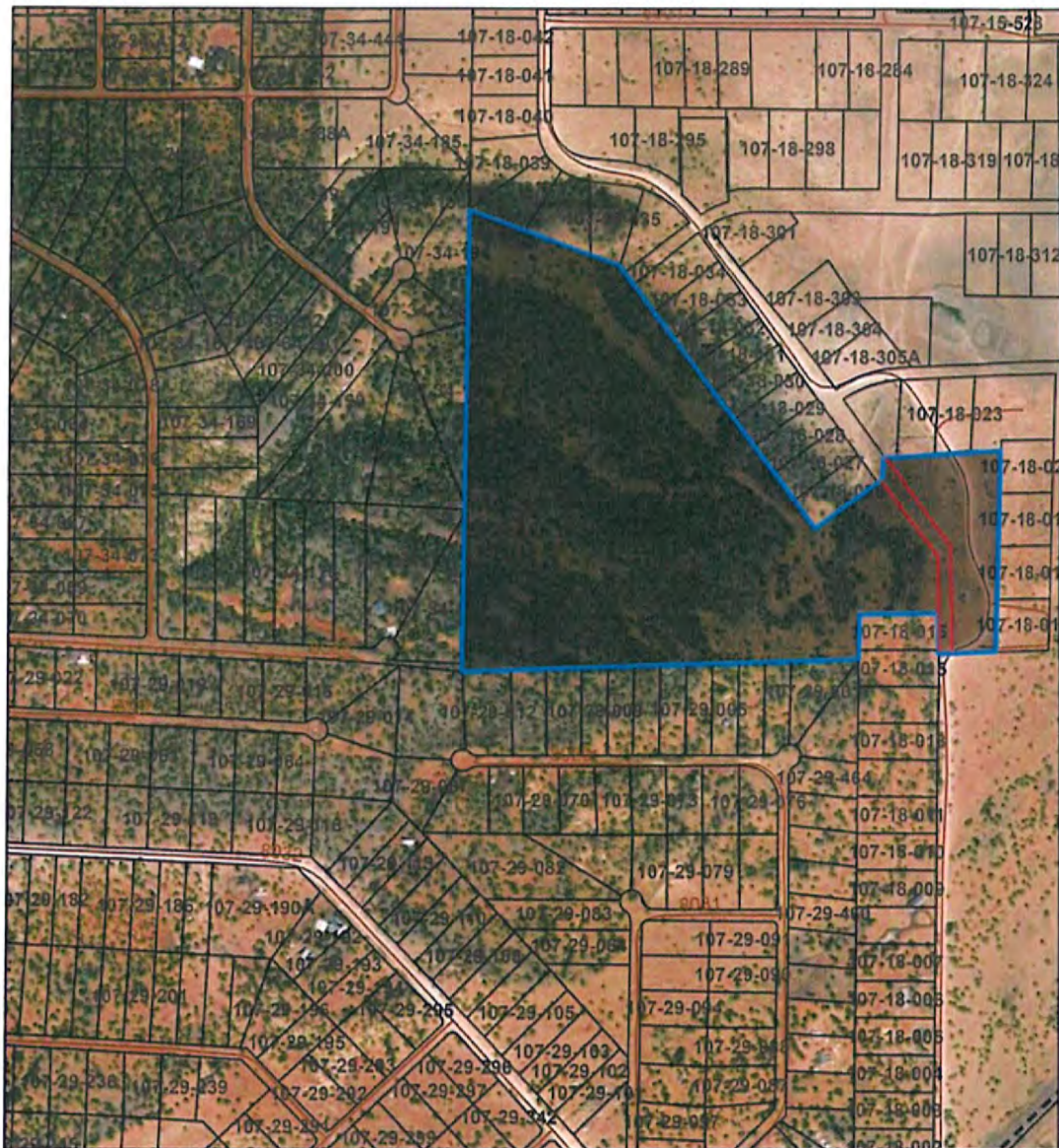
# Zoning Map



Map of Roadway Easement (Option 1)

Option 1 1.5 Acres

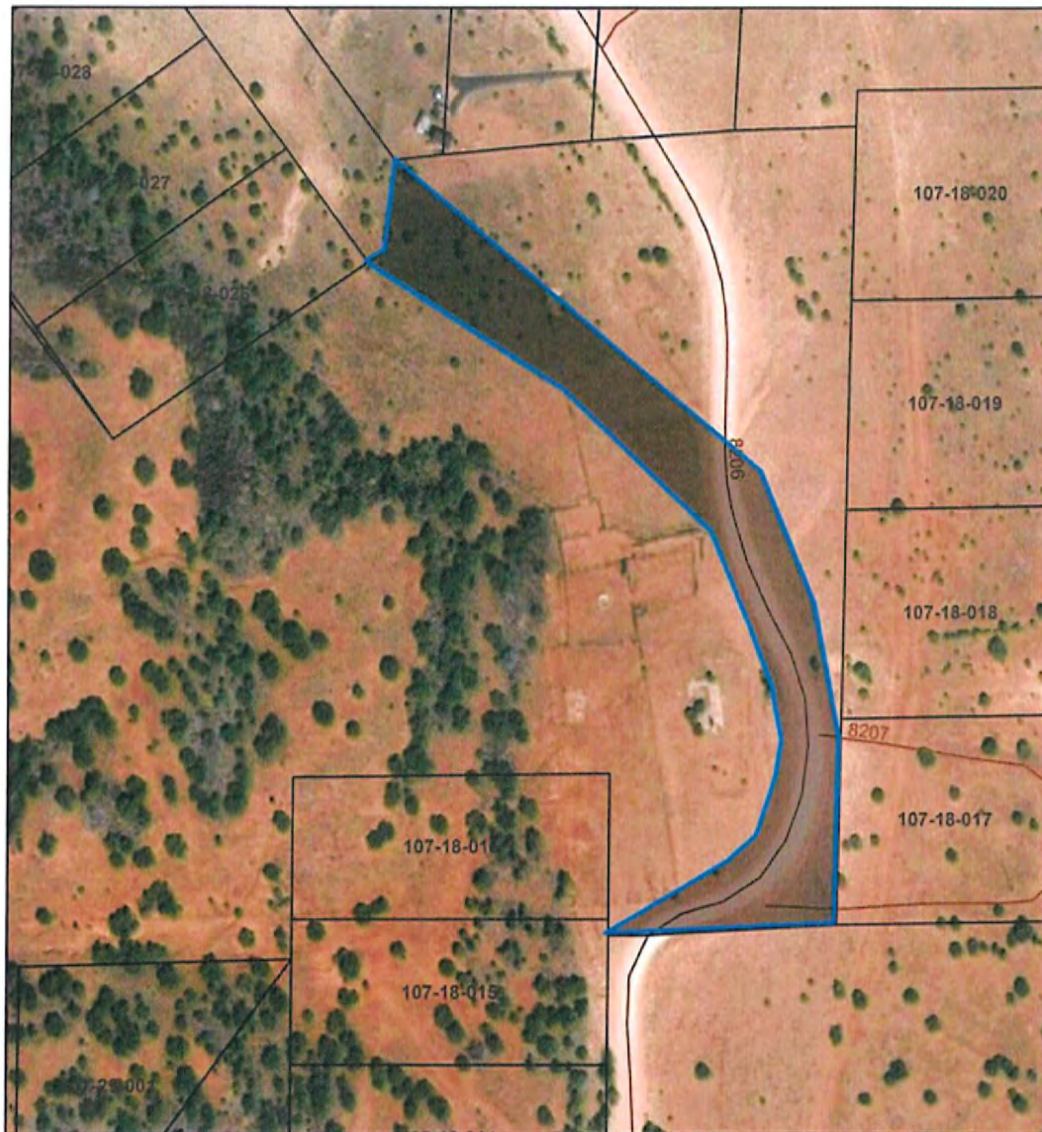
Apache County Map



Map of Roadway Easement (Option 2)

Option 2 2 Acres

Apache County Map



## County Assessment Information

Tax Assessment								
	2015 Prelim	2016 Final	2017 Final	2018 Final	2019 Final	2020 Final	2021 Final	2022 Prelim
FCV Improved	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FCV Land	\$502	\$502	\$502	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815
FCV Total	\$502	\$502	\$502	\$11,815	\$11,815	\$11,815	\$11,815	\$11,815
YoY Change %	0%	0%	0%	2254%	0%	0%	0%	0%
Assessed FCV	\$0	\$75	\$75	\$1,772	\$1,772	\$1,772	\$1,772	\$1,772
LPV Total	\$502	\$502	\$502	\$527	\$553	\$581	\$610	\$641
State Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Amount	\$6	\$7	\$7	\$9	\$9	\$9	\$9	\$9

## Location / Property Rating

	Excellent	Good	Average	Poor
Location			X	
Accessibility			X	
Vegetation			X	
Topography			X	
Utilities			X	

## Highest and Best Use Conclusions

It is my conclusion that the highest and best use of the site (total 65.64 acres), as vacant, is to hold for future residential development or as an investment. It is my conclusion that the highest and best use of the site (easement), as vacant, is to continue to use as a roadway easement.

## Marketing Time & Exposure Time

Twelve months or less.

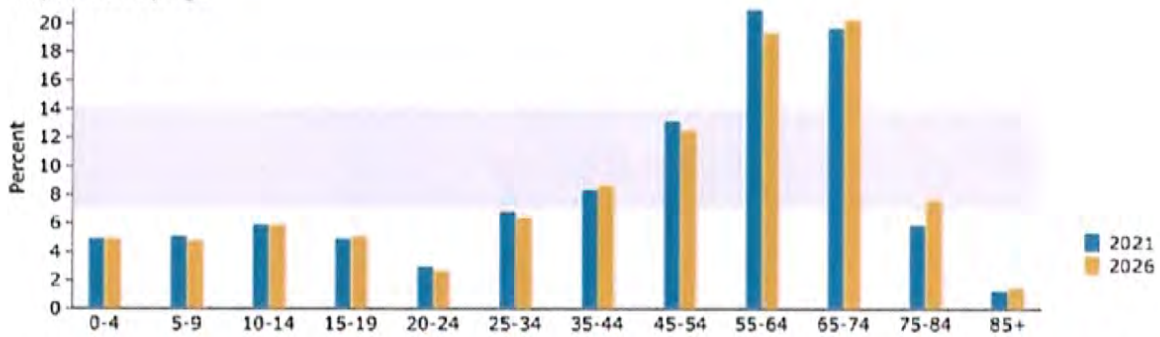
**Market Trends & Conditions**



The subject is located in an unincorporated area of Apache County approximately 10 miles southwest of Concho, 7 miles northwest of Vernon, and 17 miles east of Show Low. The property is accessed a dirt road which connect to Highway 61. The following demographic information is shown for a 10-mile radius from the subject:

<b>Summary</b>	<b>Census 2010</b>	<b>2021</b>	<b>2026</b>
Population	3,879	3,948	3,962
Households	1,672	1,739	1,766
Families	1,121	1,155	1,169
Average Household Size	2.31	2.26	2.24
Owner Occupied Housing Units	1,415	1,532	1,571
Renter Occupied Housing Units	257	207	195
Median Age	50.0	53.6	54.3
<b>Trends: 2021-2026 Annual Rate</b>	<b>Area</b>	<b>State</b>	<b>National</b>
Population	0.07%	1.34%	0.71%
Households	0.31%	1.35%	0.71%
Families	0.24%	1.29%	0.64%
Owner HHS	0.50%	1.59%	0.91%
Median Household Income	1.00%	2.59%	2.41%

**Population by Age**



The population has increased by 2.55% over the past ten years and is projected to increase by 0.35% over the next five years. The largest demographic groups are the 55-64 age, followed by the 65-74 age group. The following table shows housing statistics for 1-mile, 5-mile and 10-mile radius:

	1 mile	5 miles	10 miles
<b>Housing</b>			
2021 Housing Affordability Index	151	202	185
2000 Total Housing Units	63	541	1,524
2000 Owner Occupied Housing Units	31	276	759
2000 Renter Occupied Housing Units	3	25	123
2000 Vacant Housing Units	29	240	642
2010 Total Housing Units	96	1,036	2,665
2010 Owner Occupied Housing Units	49	545	1,415
2010 Renter Occupied Housing Units	8	71	257
2010 Vacant Housing Units	39	420	993
2021 Total Housing Units	97	1,050	2,704
2021 Owner Occupied Housing Units	53	584	1,532
2021 Renter Occupied Housing Units	6	56	207
2021 Vacant Housing Units	36	410	965
2026 Total Housing Units	96	1,052	2,738
2026 Owner Occupied Housing Units	54	597	1,571
2026 Renter Occupied Housing Units	6	52	195
2026 Vacant Housing Units	36	413	972

Currently, 56.7% of the 2,704 housing units in the area are owner occupied; 7.7%, renter occupied; and 35.7% are vacant. Currently, in the U.S., 57.3% of the housing units in the area are owner occupied; 31.2% are renter occupied; and 11.5% are vacant. In 2010, there were 2,665 housing units in the area - 53.1% owner occupied, 9.6% renter occupied, and 37.3% vacant. The annual rate of change in housing units since 2010 is 0.65%. Median home value in the area is \$167,518, compared to a median home value of \$264,021 for the U.S. In five years, median value is projected to change by 1.09% annually to \$176,867.

There is very little commercial or business development within a ten-mile radius from the subject:

Data for all businesses in area	1 mile	5 miles	10 miles
Total Businesses:	0	4	45
Total Employees:	0	27	263
Total Residential Population:	129	1,416	3,940
Employee/Residential Population Ratio (per 100 Residents)	0	2	7

Based on my observations of the area, I believe that the subject neighborhood is still in the growth phase of its life cycle. It is likely that residential and commercial growth will be slow but steady for the foreseeable future.

## COVID-19 Pandemic Analysis

As of the date of this report, there is an ongoing pandemic of coronavirus disease 2019 (COVID-19), caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The outbreak was first identified in Wuhan, Hubei, China in December 2019, and was recognized as a pandemic by the World Health Organization (WHO) on March 11, 2020. Efforts to prevent spreading include travel restrictions, quarantines, curfews, event postponements and cancellations, and facility closures. The coronavirus outbreak has resulted in several instances of supply shortages, stemming from globally increased usage of equipment to fight the outbreaks, panic buying, and disruption to factory and logistic operations. The coronavirus threat may be impacting market conditions. However, in most markets it is not yet clear to what extent, market conditions are affected in relation to the subject as of the date of value.

My survey of many real estate agents working in both rural and urban Arizona communities indicated that initially sellers were hesitant to allow people into their homes and businesses or even list their properties. In addition, at the outset buyers were few and far between with few people traveling to look at properties. However, initial fears have largely abated with the introduction of a vaccine and there is no indication that sellers are removing their properties from the market, offering concessions, or reducing prices due to the virus. There have been a few buyers backing out of pending sales; however, most feel that as the situation continues to resolve the market will recover as a result of pent-up demand.

According to Elliott D. Pollack, an Arizona economist, "The economy will likely start to get back to 'normal' in the second half of 2021 as the vaccines become widely distributed. When that occurs, the perceived threat of the coronavirus should subside and people will return to more normal activities like shopping, eating in restaurants more often, traveling, and heading back to the office (at least on a part time basis). For those persons whose incomes have not been affected by the pandemic (probably about 85% of the workforce), there will be huge pent-up demand for goods and services since there were restrictions on how we could spend money. Travel will be a big winner with families starting to take vacations again. The consensus forecast of economists is that we should see real GDP growth of 4.2% in 2021 which is nearly twice the annual 2.3% rate of growth between 2010 and 2019. 2022 GDP is forecasted for a 3.4% growth rate as well. So the outlook over the next two years is very positive. Arizona should see significant growth well in excess of these levels as people move from more dense, high tax states to enjoy our favorable tax environment and state's natural assets"<sup>3</sup>

The consensus of local real estate participants and economists is that there is still some uncertainty and caution, but not warranting yet a significant write-down of market values as of the date of value. Most feel that the market will make a full recovery within a short period of time.

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<sup>3</sup> Elliott D. Pollack & Company, *The Monday Morning Quarterback*, February 1, 2021

## VALUATION SECTION

Development of the sales comparison approach methodology was produced through reliable proprietary research and database providers including MLS, LoopNet, CoStar, and public records. In this section I develop an opinion of value via the sales comparison approach. Since the subject is being valued as vacant land, the cost and income approaches are not considered applicable as valuation techniques. In order to determine the "as is" value of the easement, I will value the parcel "before" the taking and then "after" the taking. The difference between these two conclusions will be the market value of the easement in question.

### Sales Comparison Approach

The *sales comparison approach to value* produces an estimate of value for real estate by comparing recent transactions involving similar properties within the surrounding or competing market area of the subject property. Inherent in this approach is the principle of substitution, which holds that when a property is replaceable within the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

By analyzing comparables involving arms-length transactions between willing, knowledgeable buyers and sellers with reasonable market exposure, price trends can be identified from which value parameters may be extracted. Comparability in terms of physical, locational, and economic characteristics is an important criterion in evaluating the comparables with respect to the subject property. The basic steps involved in the application of this approach are as follows:

- I. Researching recent relevant property sales and current offerings throughout the competitive area.
- II. Selecting properties which are considered to be most similar to the subject, and then analyzing the selected comparables, giving consideration to the time of sale and any change in economic conditions which may have occurred in the intervening time up to the date of value. Other relevant factors of a physical, functional, or locational nature are also considered.
- III. Reducing the sales price to common units of comparison (i.e., the price per acre, etc.).
- IV. Making appropriate adjustments between the comparable properties and the property being appraised.
- V. Interpreting the adjusted sales data and drawing a valid conclusion.

The specific unit of comparison used in this analysis is the sales price per acre, calculated by dividing the sales or offering price by the acreage.

Presented on the following page is a summary table of the transactions examined. Following the comparable data table is a discussion of my conclusion of market value concerning the subject property as provided by the sales comparison approach to value.

## Summary of Land Comparables

Identification	Subject	Comp No. 1	Comp No. 2	Comp No. 3
Location/Address	Road 8206, N. of Highway 61, Apache County	20 County Road N 3236, Apache County	185 B & C Highway 61, Vernon	NWC Highway 60 & Road 3313, Apache County
Parcel No.	107-18-357A	106-39-002Y	1070-54-185B, C	106-53-007
<b>Transaction</b>				
Sales / LP Price:		\$160,000	\$70,000	\$82,500
<b>\$ Per Acre:</b>		<b>\$5,895</b>	<b>\$3,813</b>	<b>\$2,090</b>
Sales Date:		9/23/2021	5/13/2021	4/30/2020
Fin. Terms:		Cash to Seller	Cash to Seller	Cash to Seller
Recording #:		2021-8156	2021-4343	2020-2517
Buyer:		Joseph Carreta, et al	Randy & Robin Toon	Jeffrey McCamy, et al
Seller:		Lori Lynn Meyers	Phx. Trust Deed Part.	Judy Hernandez
Conditions:		Normal	Normal	Normal
Prior Sales:		None in past three years	None in past three years	None in past three years
Confirmation:		J. Robinson, agent	K. Dunn, agent	E. Amos, agent
<b>Characteristics</b>				
Location:	Average	Ave-Good	Average	Average
Position:	Mid-block	Mid-block	Mid-block	Corner
Net Size (Acres):	65.64	27.14	18.36	39.48
Topography:	Level / Sloping	Level / Sloping	Rolling	Level / Sloping
Flood Zone:	No	No	No	No
Utilities:	E / Well	E / W	E / W	E / W
<b>Land Use</b>				
Zoning:	AG	AG	AG	AG
Intended Use:	Hold for Development	Hold for Development	Hold for Development	Hold for Development

Identification	Subject	Comp No. 4	Comp No. 5	Comp No. 6
Location/Address	Road 8206, N. of Highway 61, Apache County	Highway 61, E. of Road 8206, Apache County	SWC Road 3044 & Road 3211, Apache County	35640 Highway 60, Vernon
Parcel No.	107-18-357A	107-16-001A	107-55-020C	106-74-006A
<b>Transaction</b>				
Sales / LP Price:		\$30,000	\$170,000	\$360,000
<b>\$ Per Acre:</b>		<b>\$990</b>	<b>\$7,404</b>	<b>\$4,026</b>
Sales Date:		9/28/2021	Listing	Listing
Fin. Terms:		Cash to Seller	Wants Cash	Wants Cash
Recording #:		2021-8347	N/A	N/A
Buyer:		Willis Brothers Mgmt.	N/A	N/A
Seller:		Virginia Arthur	Dakota Capital	Hal & Betty Clause
Conditions:		Normal	Normal	Normal
Prior Sales:		None in past three years	None in past three years	None in past three years
Confirmation:		Public Records	K. Dunn, agent	P. DeRosier, agent
<b>Characteristics</b>				
Location:	Average	Fair-Ave	Ave-Good	Average
Position:	Mid-block	Mid-block	Corner	Mid-block
Net Size (SF):	65.64	30.29	22.96	89.42
Topography:	Level / Sloping	Rolling	Level / Sloping	Level
Flood Zone:	No	No	No	No
Utilities:	E / Well	E	E	E / W
<b>Land Use</b>				
Zoning:	AG	AG	AG	AG
Intended Use:	Hold for Development	Hold for Development	Hold for Development	Hold for Development

Land Comparable No. 1



Land Comparable No. 2



Land Comparable No. 3



Land Comparable No. 4

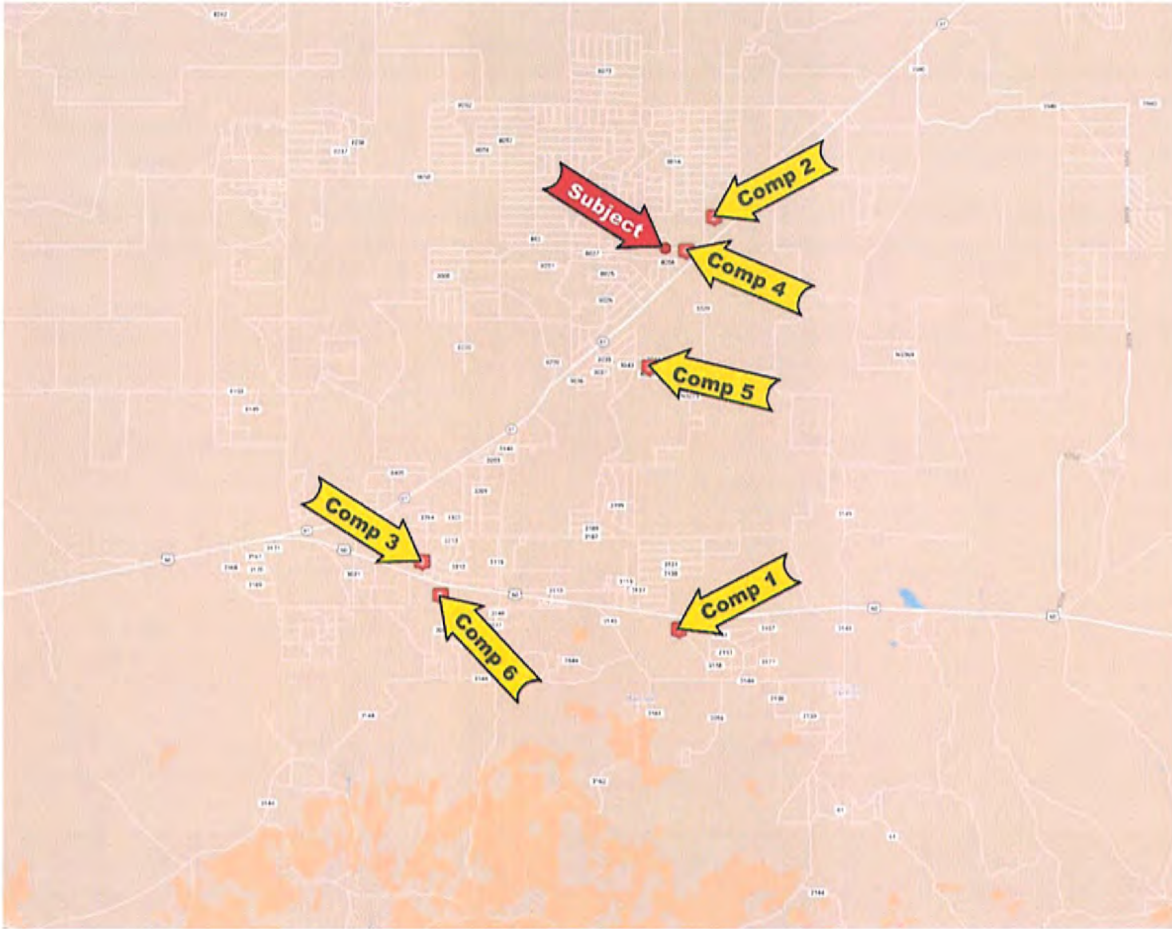


Land Comparable No. 5



Land Comparable No. 6





### Discussion of Adjustments

Some differences between the subject and comparables were noted. Each of the comparables involved the conveyance of fee simple estates, requiring no adjustments for property rights. All of the closed sales were all cash transactions, therefore, no adjustments for financing terms are necessary. Due to the recent nature of the sales, I consider them to be reflective of current market prices; therefore, no adjustment will be applied; however, the listings will be adjusted downward. The subject has an average location, similar to comparables 2, 3, and 6. An upward adjustment is applied to comparable 4 and a downward adjustment to comparables 1 and 5. The subject has electric and well utilities available, similar to comparables 1, 2, 4, and 6. Each of the other comparables had inferior services and warrant an upward adjustment. Adjustments for size, topography, and flood zone are applied on an individual basis.

Comparable No.	Subject	One	Two	Three	Four	Five	Six
Sales Price		\$160,000	\$70,000	\$82,500	\$30,000	\$170,000	\$360,000
Price Per Acre		\$5,895	\$3,813	\$2,090	\$990	\$7,404	\$4,026
Date of Sale		9/23/2021	5/13/2021	4/30/2020	9/28/2021	Listing	Listing
<b>INDIVIDUAL ADJUSTMENTS</b>							
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment Factor		0%	0%	0%	0%	0%	0%
Total Adjustment (\$)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Price Adj. for Rights Conveyed		\$5,895	\$3,813	\$2,090	\$990	\$7,404	\$4,026
Financing	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Wants Cash	Wants Cash
Adjustment Factor		0%	0%	0%	0%	0%	0%
Total Adjustment (\$)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Price Adj. for Financing		\$5,895	\$3,813	\$2,090	\$990	\$7,404	\$4,026
Conditions of Sale	Normal	Normal	Normal	Normal	Normal	Normal	Normal
Adjustment Factor		0%	0%	0%	0%	0%	0%
Total Adjustment (\$)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Price Adj. for Conditions of Sale		\$5,895	\$3,813	\$2,090	\$990	\$7,404	\$4,026
Market Conditions (Date of Sale)		Sep-21	May-21	Apr-20	Sep-21	Listing	Listing
Adjustment Factor		0.0%	0.0%	0.0%	0.0%	-10%	-10%
Total Adjustment (\$)		\$0	\$0	\$0	\$0	(\$740)	(\$403)
Price Adj. for Market Conditions		\$5,895	\$3,813	\$2,090	\$990	\$6,664	\$3,623
<b>QUALITATIVE ANALYSIS</b>							
Location:	Average	Ave-Good	Average	Average	Fair-Ave	Ave-Good	Average
Adjustment Factor		-5%	0%	0%	5%	-5%	0%
Site Position:	Mid-block	Mid-block	Mid-block	Corner	Mid-block	Corner	Mid-block
Adjustment Factor		0%	0%	0%	0%	0%	0%
Site Size (Acre)	65.64	27.14	18.36	39.48	30.29	22.96	89.42
Adjustment Factor		0%	0%	0%	0%	0%	0%
Zoning	AG	AG	AG	AG	AG	AG	AG
Adjustment Factor		0%	0%	0%	0%	0%	0%
Topography	Level / Sloping	Level / Sloping	Rolling	Level / Sloping	Rolling	Level / Sloping	Level
Adjustment Factor		0%	0%	0%	0%	0%	-5%
Flood Zone	No	No	No	No	No	No	No
Adjustment Factor		0%	0%	0%	0%	0%	0%
Off-Sites	E / Well	E / W	E / W	E / W	E	E	E / W
Adjustment Factor		0%	0%	0%	5%	5%	0%
Net Percentage Grouped Adj.		-5.00%	0.00%	0.00%	10.00%	0.00%	-5.00%
Net Dollar Grouped Adj.		(\$295)	\$0	\$0	\$99	\$0	(\$181)
<b>FINAL ADJUSTED PRICE/ACRE</b>		<b>\$5,601</b>	<b>\$3,813</b>	<b>\$2,090</b>	<b>\$1,089</b>	<b>\$6,664</b>	<b>\$3,442</b>
<b>SUMMARY</b>							
Comparable No.:		One	Two	Three	Four	Five	Six
Unadjusted Price Per Acre		\$5,895	\$3,813	\$2,090	\$990	\$7,404	\$4,026
Final Adjusted Price Per Acre		\$5,601	\$3,813	\$2,090	\$1,089	\$6,664	\$3,442

The comparables indicated a range from a low of \$1,089 per acre to a high of \$6,664 per acre. If the high and low indicators are dropped from, the range narrows to a low of \$2,090 per acre to a high of \$5,601 per acre with an average of \$3,736 per acre and a median of \$3,627 per acre. Considering the subject's size and location, I estimate the land value to be between \$3,000 and \$4,000 per acre, calculated as follows:

$$\begin{array}{rcl}
 65.64 \text{ acres} \times \$3,000 \text{ per acre} & = & \$196,920 \\
 & \text{to} & \\
 65.64 \text{ acres} \times \$4,000 \text{ per acre} & = & \$262,560
 \end{array}$$

**Reconciled to: \$229,700**

### Option 1

After the easement taking, the size would be reduced to 64.14 acres. Utilizing the same price per acre, I estimate the "as is" after market value of the subject is calculated as follows:

$$\begin{array}{rcl} 64.14 \text{ acres} \times \$3,000 \text{ per acre} & = & \$192,420 \\ & \text{to} & \\ \hline 64.14 \text{ acres} \times \$4,000 \text{ per acre} & = & \$256,560 \\ \hline \text{Reconciled to:} & & \mathbf{\$224,500} \end{array}$$

Therefore, the "as is" value of the easement, as of February 1, 2022, is calculated as follows:

"Before" Market Value:	\$229,700
<u>(Less) "After" Market Value:</u>	<u>\$224,500</u>
Market Value of the Easement:	\$ 5,200

### Option 2

After the easement taking, the size would be reduced to 63.64 acres. Utilizing the same price per acre, I estimate the "as is" after market value of the subject is calculated as follows:

$$\begin{array}{rcl} 63.64 \text{ acres} \times \$3,000 \text{ per acre} & = & \$190,920 \\ & \text{to} & \\ \hline 63.64 \text{ acres} \times \$4,000 \text{ per acre} & = & \$254,560 \\ \hline \text{Reconciled to:} & & \mathbf{\$222,700} \end{array}$$

Therefore, the "as is" value of the easement, as of February 1, 2022, is calculated as follows:

"Before" Market Value:	\$229,700
<u>(Less) "After" Market Value:</u>	<u>\$222,700</u>
Market Value of the Easement:	\$ 7,000

## RECONCILIATION OF VALUES

Reconciliation is the process whereby the appraisers evaluate and select from among alternative conclusions or indications, a single conclusion of value. An orderly connection of interdependent elements is a prerequisite of proper reconciliation. This requires a re-examination of specific data, procedures, and techniques within the framework of the approaches used to derive preliminary estimates. Each approach is considered a recognized appraisal technique and is reviewed separately by comparing it to the other approaches to value in terms of adequacy, accuracy, completeness of reasoning, and overall reliability.

The applicable approaches to value have been considered in this analysis and the data, together with the line of reasoning followed for each approach, have been clearly set out. The indications of market value developed by the applicable approaches are as follows:

<b>Indications of Value (Approaches)</b>		
	<b>Option 1</b>	<b>Option 2</b>
<b>Cost Approach:</b>	N/A	N/A
<b>Sales Comparison Approach:</b>	\$5,200	\$7,000
<b>Income Approach:</b>	N/A	N/A

In the *sales comparison approach*, I documented sales of generally comparable vacant land in the subject's area. Since a typical buyer would give this approach the greatest consideration, I have placed the all weight upon this approach.

### MARKET VALUE CONCLUSIONS

#### *Option 1*

Based on the preceding analysis, I have estimated the fee simple, "as is" market value of the subject Option 1 easement, as of February 1, 2022, to be:

**FIVE THOUSAND TWO HUNDRED DOLLARS  
(\$5,200)**

#### *Option 2*

Based on the preceding analysis, I have estimated the fee simple, "as is" market value of the subject Option 2 easement, as of February 1, 2022, to be:

**SEVEN THOUSAND DOLLARS  
(\$7,000)**

These value estimates are based upon an **exposure period of 12 months or less** and do not include any tangible or intangible personal property or business value.

## ASSUMPTIONS AND LIMITING CONDITIONS

I suggest that anyone using this appraisal read the following limiting conditions and assumptions thoroughly. The acceptance and/or use of the appraisal report constitutes acceptance of the following conditions.

In rendering my opinions, I have made certain assumptions and my opinions are conditioned upon and are subject to certain qualifications including, but not limited to, the following:

### **Information Used**

No responsibility is assumed for accuracy of information furnished by others or from others, including the client, its officers and employees, or public records. I am not liable for such information or for the work of contractors, subcontractors and engineers. The comparable data relied upon in this appraisal has been confirmed with one or more parties familiar with the transaction unless otherwise noted; all are considered appropriate for inclusion to the best of my factual judgment and knowledge.

I assumed that the information furnished by the property owner, lender, agent, or management is correct as received.

Certain information upon which the opinions and values are based may have been gathered by research staff working with the appraiser. Names, professional qualifications and extent of their participation can be furnished to the client upon request.

### **Legal, Engineering, Financial, Structural / Mechanical Nature, Hidden Components, Soil**

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the legal nature or condition of the title to the property, which is presumed to be good and marketable. The property is appraised assuming it is free and clear of all mortgages, liens or encumbrances, unless otherwise stated in particular parts of this report.

The legal description is presumed to be correct, but I have not confirmed it by survey or otherwise. I assume no responsibility for the survey, any encroachments or overlapping or other discrepancies that might be revealed thereby.

For the purpose of this report, the square footage of the subject building improvements have been obtained by reference to available architectural drawings and blueprints (where applicable), and by my on-site inspection. The indicated building improvement sizes are assumed to be correct.

I have inspected, as far as possible by observation, the land and improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components, or any mechanical components within the improvement; as a result, no representation is made herein as to such matters unless otherwise specifically stated. The estimated market value assumes that no such conditions exist that would cause a loss of value. I do not warrant against the occurrence of problems arising from any of these conditions.

It is assumed that there are no hidden or unapparent conditions to the property, soil, subsoil or structures, which would render them more or less valuable. No responsibility is assumed for any such

conditions or for any expense or engineering to discover them. All mechanical components are assumed to be in operating condition standard for the properties of the subject's type. The condition of the heating, cooling, ventilation, electric and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements, unless otherwise stated. No judgment is made as to the adequacy of insulation, engineering or energy efficiency of the improvements or equipment.

Information relating to the location or existence of public utilities has been obtained through verbal inquiry to the appropriate utility authority, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capacities of public utility systems. Subsurface oil, gas or mineral rights were not considered in this report unless otherwise stated.

I assumed that the subject property is not, nor will it be, in violation of the National Environmental Policy Act, the State Environmental or Clean Air Act, or any and all similar government regulations or laws pertaining to the environment. The subject property does not appear on a list of those properties known to suffer from environmental contamination nor, was any evidence of such contamination noted during my inspection. Nonetheless, I am not qualified to confirm or deny the existence of hazardous conditions and, completion of the Environmental Risk Survey section of this report is not to be construed as such confirmation or denial. Confirmation of site conditions relative to hazardous materials and/or wastes would require assessment by a duly qualified professional with direct training and experience in environmental assessment of real property. Thus, this report is, therefore, contingent upon a review of such an environmental assessment and does not consider the effects of any such adverse factors.

#### **Legality of Use**

The appraisal is based on the premise that there is or will be full compliance with all applicable Federal, State and local environmental regulations and laws, unless otherwise stated in the report; and that all appropriate zoning, building and use regulations and restrictions of all types have been or will be complied with, unless otherwise stated in the report. It is assumed that all require licenses, consent, permits or other legislative or administrative authority, whether local, State, Federal and/or private, have been or can be obtained or renewed for the use intended and considered in the value estimate.

#### **Component Values**

The distribution of the total valuation of this report between land and improvements applies only under the proposed program of utilization. The separate valuations of land and buildings must not be used in conjunction with any other appraisal, and are invalid if so used.

A report related to an estate that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest, plus the value of all other fractional interests, may or may not equal the value of the entire fee simple estate considered as a whole.

A report relating to the geographic portion of a larger property applies only to such geographic portion and should not be considered as applying with equal validity to other portions of the larger property or tract. The value for such geographic portions, plus the value of all other geographic portions, may or may not equal the value of the entire property or tract considered as a single entity.

All valuations in the report are applicable only under the estimated program of the highest and best use and are not necessarily appropriate under other programs of use.

### **Auxiliary and Related Studies**

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made by me unless otherwise specified in this report or in my agreement for services. I reserve the unlimited right to alter, amend, revise or rescind any of these statements, findings, opinions, values, estimates or conclusions upon any subsequent study or analysis or previous study or analysis that subsequently becomes available to us.

### **Dollar Values, Purchasing Power**

The value estimates and the costs used herein are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the United States dollar as of the date of value estimate.

### **Inclusions**

Furnishings and equipment or business operations, except as otherwise specifically indicated, have been disregarded, with only the real estate being considered.

### **Proposed Improvements Conditioned Value**

For the purpose of this appraisal, on- or off-site improvements proposed, if any, as well as any repairs required, are considered to be completed in a good and workmanlike manner according to information submitted and/or considered by us. In cases of proposed construction, the report is subject to change upon inspection of the property after construction is complete. The estimate of value, as proposed, is as of the date shown, as if completed and operating at levels shown and projected.

### **Value Change, Dynamic Market Influences**

The appraiser cannot predict or evaluate the possible effects of future wage price control actions of the government upon rental income or financing of the subject property; hence, it is assumed that no control will apply which would nullify contractual agreements, thereby changing property values.

The estimated value is subject to change with market changes over time. Value is highly related to interest rates, exposure, time, promotional effort, supply and demand, terms of sale, motivation and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property both physically and economically in the marketplace.

The estimate of value in this report is not based in whole or in part upon race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

In the event this appraisal includes the capitalization of income, the estimate of value is a reflection of such benefits and my interpretation of income and yields and other factors which were derived from general and specific market information. Such estimates are made as of the date of the estimate of value. As a result, they are subject to change, as the market is dynamic and may naturally change over time. The date upon which the value estimate applies is only as of the date of valuation, as stated in the letter of transmittal. The appraisal assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinion stated herein.

An appraisal is the product of a professionally trained person, but nevertheless is an opinion only, and not a provable fact. As a personal opinion, a valuation may vary between appraiser based upon the same facts. Thus, the appraiser warrants only that the value conclusions are his best estimate as of the date of valuation. There are no guaranties, either written or implied, that the property would sell for the expressed estimate of value.

### **Sales History**

Unless otherwise stated, the appraiser has not reviewed an abstract of title relating to the subject property. No title search has been made, and the reader should consult an attorney or title company for information and data relative to the property ownership and legal description. It is assumed that the subject title is marketable, but the title should be reviewed by legal counsel. Any information given by the appraiser as to a sales history is information that the appraiser has researched; to the best of my knowledge, this information is accurate, but not warranted.

### **Management of the Property**

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management over the entire life of the property. If prudent and competent management and ownership are not provided, this would have an adverse effect upon the value of the property appraised.

### **Confidentiality**

I am not entitled to divulge the material (evaluation or valuation) content of this report and analytical findings or conclusions, or give a copy of this report to anyone other than the client or his designee, as specified in writing, except as may be required by the Appraisal Institute, as they may request in confidence for ethic enforcement, or by a court of law with the power of subpoena.

All conclusions and opinions concerning the analyses as set forth herein are prepared by the appraiser whose signatures appear. No change of any item in the report shall be made by anyone other than the appraiser, and the firm shall have no responsibility if any such unauthorized change is made.

Whenever my opinion herein with respect to the existence or absence of fact is qualified by the phrase or phrases "to the best of my knowledge", "it appears" or "indicated", it is intended to indicate that, during the course of my review and investigation of the property, no information has come to my attention which would give me actual knowledge of the existence or absence of such facts.

The client shall notify the appraiser of any error, omission or invalid data herein within 10 days of receipt and return of the report, along with all copies, to the appraiser for corrections prior to any use whatsoever. Neither my name nor this report may be used in connection with any financing plans which would be classified as a public offering under State or Federal Security Laws.

### **Copies, Publication, Distribution, Use of Report**

Possession of this report, or any copy thereof, does not carry with it the right of publication, nor may it be used for other than its intended use. The physical report remains the property of the firm for the use of the client, with the fee being for the analytical services only. This report may not be used for any purpose by any person or corporation other than the client or the party to whom the report is addressed.

Additional copies may not be made without the written consent of an officer of the firm, and then only in its entirety.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations effort, news, sales or other media without my prior written consent and approval of the client. Neither this report, nor any of its contents, may be used for the sale of shares or similar units of ownership in the nature of securities, without the specific prior approval of the appraiser.

It has been assumed that the client or representative thereof, if soliciting funds for his project, has furnished to the user of this report complete plans, specifications, surveys and photographs of land and improvements, along with all other information which might be deemed necessary to correctly analyze and appraise the subject property.

#### **Trade Secrets**

This appraisal was obtained from KB Valuation Services and/or its individuals and consists of "trade secrets and commercial or financial information" which is privileged and confidential. Notify the appraiser signing the report or an officer of KB Valuation Services of any request to reproduce this report in whole or in part.

#### **Authentic Copies**

Any copy that does not have original signatures of the appraiser is unauthorized and may have been altered and, therefore, is considered invalid.

#### **Testimony, Consultation, Completion of Contract for Appraisal Services**

A contract for appraisal, consultation or analytical services is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part, nor will they be asked or required to engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee.

Any subsequent copies of this appraisal report will be furnished on a cost plus expenses basis, to be negotiated at the time of request.

#### **Fee**

The fee for this appraisal or study is for the service rendered, and not for time spent on the physical report. The acceptance of the report by the client takes with it the agreement and acknowledgement that the client will pay the negotiated fee, whether said agreement was verbal or written. The fee is in no way contingent on the value estimated.

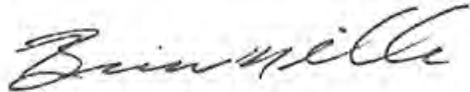
Uniform Standards of Professional Appraisal Practice (USPAP) Standard Rule 2-3 indicates that, "... each written real property appraisal report must contain a signed certification . . ." <sup>4</sup> Therefore in compliance with this requirement, the undersigned does hereby certify that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with, the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
9. My employment was not conditioned upon my appraisal producing a specific value or a value within a given range. Future employment prospects were not based upon whether a loan application is approved. No pressure was placed upon me to estimate a specific value. Furthermore, the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.

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<sup>4</sup> USPAP 2020-2022 Edition

12. No one provided significant professional assistance to the persons signing this report.
13. I state that I have the knowledge and experience necessary to complete the assignment competently.
14. I have made a personal inspection of the property that is the subject of this report.
15. I have not performed any services, as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



Brian D. Mills, MAI  
Arizona Cert. General  
Real Estate Appraiser No. 31149



**Education**

<i>Arizona State University</i>	Bachelor of Science Degree, August 2002
<i>Arizona School of Real Estate</i>	Course 101: Fundamentals of Real Estate Appraisal, Scottsdale, 2002
<i>Arizona School of Real Estate</i>	Course 102: Intermediate / Advanced Appraisal Techniques, Scottsdale, 2002
<i>Arizona School of Real Estate</i>	Course 103: Income Property Analysis and Valuation, Scottsdale, 2003
<i>Arizona School of Real Estate</i>	Course 104, Part I: Advanced Income Property Analysis and Valuation, Scottsdale, 2002
<i>Arizona School of Real Estate</i>	Course 104, Part II: Environmental Concerns / American Disabilities Act / Land Planning & Zoning, Scottsdale, 2003
<i>Arizona School of Real Estate</i>	Uniform Standards of Professional Appraisal Practice, Scottsdale, 2002
<i>Appraisal Institute</i>	Course 400, National Uniform Standards of Professional Appraisal Practice Update, Tempe, 2004
<i>Appraisal Institute</i>	Course 420, Business Practices and Ethics, Tempe, 2004
<i>Arizona School of Real Estate</i>	Appraisal Review Process, Scottsdale, 2005
<i>Arizona School of Real Estate</i>	Appraisal Valuation & Current Eco. Trends, Scottsdale, 2005
<i>Arizona School of Real Estate</i>	Real Estate Exchange, Scottsdale, 2005
<i>Appraisal Institute</i>	Analyzing Operating Expenses, Online, 2007
<i>Appraisal Institute</i>	Internet Search Strategies, Online, 2007
<i>Appraisal Institute</i>	Course 400, National Uniform Standards of Professional Appraisal Practice Update, Tucson, 2007
<i>Appraisal Institute</i>	Valuation of Detrimental Conditions in Real Estate, Online, 2007
<i>Appraisal Institute</i>	Advanced Income Capitalization, Las Vegas, 2007
<i>Appraisal Institute</i>	Highest & Best Use and Market Analysis, St. Paul, Minnesota, 2007

<i>Appraisal Institute</i>	Advanced Sales Comparison & Cost Approaches, Milwaukee, Wisconsin, 2007
<i>Appraisal Institute</i>	Report Writing and Valuation Analysis, Garden Grove, California, 2008
<i>Appraisal Institute</i>	Advanced Applications, 2009
<i>Appraisal Institute</i>	Advanced Spreadsheet Modeling, Phoenix, Arizona 2010.
<i>Appraisal Institute</i>	ARGUS Discounted Cash Flow Valuation (ARGUS Certification Course), Costa Mesa, California 2013.
<i>Appraisal Institute</i>	Forecasting Revenue, 2015
<i>Appraisal Institute</i>	Introduction to Green Buildings: Principles & Concepts, 2015
<i>McKissock</i>	Divorce and Estate Appraisals, 2017
<i>Appraisal Institute</i>	Eminent Domain and Condemnation, 2017

**Professional Affiliations and Appointments**

Currently certified as a General Real Estate Appraiser with the State of Arizona, No. 31149 (Expires May 31, 2023).

MAI Member of the Appraisal Institute

**Experience**

Formerly employed with KS Appraisal (Kleinman & Sessions) between August 1998 – October 2014.

Currently a principal with KB Valuation Services, a full service appraisal and real estate valuation firm.

**Partial List of Property Types:**

Have appraised or assisted in the appraisal of the following types of property (proposed and existing):

- |                                       |                            |
|---------------------------------------|----------------------------|
| • Commercial                          | • Industrial               |
| • Single and multi-family residential | • Mobile Home and RV Parks |
| • Shopping centers                    | • Service stations         |
| • Mini-storage                        | • Hotels & Motels          |
| • Office buildings                    | • Subdivisions             |
| • Car Dealerships                     | • Restaurants              |

**Geographic Area**

State of Arizona  
State of California

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**Subject Photographs**

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**VIEW OF OPTION 2 ROADWAY EASEMENT**

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**VIEW OF OPTION 2 ROADWAY EASEMENT**

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**Subject Photographs**

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**VIEW OF OPTION 1 ROADWAY EASEMENT**

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**VIEW OF OPTION 1 ROADWAY EASEMENT**

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**AGREEMENT FOR PROFESSIONAL VALUATION SERVICES**

**DATE OF AGREEMENT:** January 4, 2022

**PARTIES TO AGREEMENT**

<b>Client:</b>	<b>Appraiser:</b>
Ferrin Crosby, PE Apache County P.O. Box 238 St. Johns, AZ 85936  928-337-7528 cfcros@co.apache.az.us	Brian D. Mills, MAI KB Valuation Services 11308 E. Fairbrook Street Mesa, AZ 85207  844-347-8186 (phone) 866-337-9852 (fax) brian@kbvaluation.com

Client hereby engages Appraiser to complete an appraisal assignment as follows:

**PROPERTY IDENTIFICATION**

Description:	Option 1 (1.50 acres) & Option 2 (2.00 acres)
Property address:	Road 8206, N. of Highway 61, Apache County
Parcel Number:	107-18-357A (portion)

**PROPERTY STATE**

Existing                       Proposed

**PROPERTY TYPE**

Office                       Retail                       Industrial  
 Vacant Land               Multi Family Residence     Roadway easement

**INTEREST VALUED**

Fee simple                       Leasehold  
 Leased fee                       Other \_\_\_\_\_

**INTENDED USERS**

Client

*Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.*

**INTENDED USE**

- Assist Client and intended users in making a lending decision
- Assist Client in negotiating a purchase price
- Assist Client in establishing a sale price
- Assist Client in litigation
- Assist Client in determining just compensation
- Assist Client in establishing a value for property tax purposes
- Assist Client in tax planning
- Assist Client in tax reporting
- Assist Client in loan monitoring
- Other \_\_\_\_\_

**TYPE OF VALUE**

- Market value as defined by *The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition*
- Market value as defined by federal financial institutions regulatory agencies
- Market value as defined in the Uniform Standards for Federal Land Acquisition agencies
- Fair Market value as defined by the Internal Revenue Service
- Other \_\_\_\_\_

**DATE OF VALUE**

- Current
- Prospective
- Retrospective (specific date: \_\_\_\_\_)

**HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS**

None anticipated

**APPLICABLE REQUIREMENTS**

- Uniform Standards of Professional Appraisal Practice (USPAP)
- The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
- Other

**ANTICIPATED SCOPE OF WORK**

Site Visit

- Interior and exterior observation, on-site
- Exterior observation only, on-site
- Exterior observation only, from curb
- No site visit

Valuation Approaches

- Sales comparison approach
- Cost approach
- Income approach

*Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.*

**APPRAISAL REPORT**

Report Option

- Detailed Appraisal Report
- Summary Appraisal Report
- Brief Summary Appraisal Report
- Restricted Appraisal Report
- Oral report

Form or Format

- Narrative
- Other \_\_\_\_\_

**CONTACT FOR PROPERTY ACCESS, IF APPLICABLE**

N/A

**DELIVERY DATE**

Four weeks from receiving the signed Agreement from Client

**DELIVERY METHOD**

- |  |  |
|--|--|
| <input type="checkbox"/> U.S. mail         | <input type="checkbox"/> Overnight private courier |
| <input type="checkbox"/> Registered mail   | <input type="checkbox"/> Hand delivery             |
| <input checked="" type="checkbox"/> E-mail | <input type="checkbox"/> Other                     |

**NUMBER OF COPIES**

One digital copy

**PAYMENT TO APPRAISER**

\$1,850

**PAYMENT DUE DATE**

Half of the appraisal fee will be due upon acceptance of this Agreement with the balance due upon delivery of the report.

**PROPOSED IMPROVEMENTS**

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

**DOCUMENTATION**

Client agrees to provide Appraiser with the following documentation:

- |  |   |
|--|---|
| <input type="checkbox"/> Current rent roll | <input type="checkbox"/> Profit and loss statements for prior three years |
| <input type="checkbox"/> Copies of leases  | <input type="checkbox"/> Other _____                                      |

**PROPERTIES UNDER CONTRACT FOR SALE**

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

**CONFIDENTIALITY**

Appraiser shall not provide a copy of the written Appraisal Report to or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

**CHANGES TO AGREEMENT**

Any material changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

**CANCELLATION**

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

**NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third-party, or any cause of action in favor of any third-party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

**USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

**TESTIMONY AT COURT OR OTHER PROCEEDINGS**

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

**APPRAISER INDEPENDENCE**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

**GOVERNING LAW & JURISDICTION**

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

**USE OF THE APPRAISAL**

The appraisal report will be used in its entirety and no portion or valuation method shall be used out of context of the balance of the report. The appraisal will not be used for the sale of partnership interests or property syndications.

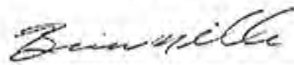
**ENVIRONMENTAL**

The value estimated will not include the cost to clean up, or damages related thereto the presence of all hazardous substances, including asbestos, indoor air pollution, radon, soil pollution, groundwater pollution, PBC's or third-party pollution. Furthermore, I assume no liability nor am I required to determine the existence of said substances. Determination of the existence of these hazardous substances is not the responsibility of the Appraiser, but that of the Client. The client hereby indemnifies *KB Valuation Services* from any such liability. This report assumes no future contamination of the property.

**EXPIRATION OF AGREEMENT**

This Agreement is valid only if signed by both Appraiser and Client within three days of the Date of Agreement specified.

By Appraiser:

  
\_\_\_\_\_  
Signature

Brian D. Mills, MAI  
\_\_\_\_\_  
Printed Name

January 4, 2022  
\_\_\_\_\_  
Date

By Client:

  
\_\_\_\_\_  
Signature

J. Ferrin Crosby  
\_\_\_\_\_  
Printed Name

1-6-22  
\_\_\_\_\_  
Date

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager's Office

Date/Signature:

2/8/22 [Signature]

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

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

- The Eastern Arizona Counties Organization meeting on March 16, 2022, at 3:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on March 16, 2022, at 5:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on March 17, 2022 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested March 1, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

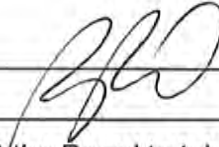
date/time stamp

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

County Manager's Office

Date/Signature:

2/9/22



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 March 1, 2022

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PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials