



Joe Shirley, Jr.
Supervisor, District I

Alton Joe Shepherd
Chairman, District II

Nelson Davis
Vice Chairman, District III

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

Pursuant to A.R.S. §38-431.02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

December 5, 2023
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
December 5, 2023**

1. Discussion and possible approval of Intergovernmental Agreement Contract #CTR067942, Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. This was budgeted for FY24.
2. Discussion and possible approval of the Professional Services Agreement with Burnham Mortuary to provide backup for the removal, transport, and storage for the Alternate Medical Examiner/Medico Legal Death Investigator. This has been budgeted for FY24.
3. Discussion and possible approval of a contract with Shawn Taylor to provide hearing officer services.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY FLOOD CONTROL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
December 5, 2023**

1. Discussion and possible approval of a Permanent Access Easement Agreement for flood control improvement.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
December 5, 2023**

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between November 7, 2023 to December 5, 2023. 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 November 7, 2023, and November 16, 2023.
- *C. Request support and approval of the Northern Arizona Council of Governments (NACOG) Regional Priority List.
- *D. District II: Request approval to create a Logistics & Support Services Manager position (Range 51) and to hire within the salary range.

Engineering Department:

- *E. Request approval to purchase a new CAT 150-15AWD through Omnia contact with a trade in and financed for three (3) annual payments of \$112,216 from Caterpillar Financial Services Corporation, utilizing District II funds.

County Attorney's Office:

- *F. Request approval to hire a Lead Prosecutor within the salary range.

Treasurer's Office:

- *G. Request approval of the Affidavit of Scrivener's Error for parcel 201-26-070.

Emergency Management:

- *H. Request approval of Amendment #2 to Grant Agreement HF121-311 between Apache County and the Arizona Department of Forestry and Fire Management extending the end date from December 31, 2023 to June 30, 2024.
- *I. Emergency Management: Discussion and possible approval to contract with Coll Consulting LLC to update five (5) Public Health Emergency Preparedness (PHEP) plans to include the Epidemiological Response Plan, Point of Dispensing (POD) Plan, Volunteer Management Plan, Medical Surge Plan and Fatality Management Plan in the amount of \$54,920 using COVID 19 Workforce Development Grant funds.

Community Development:

- *J. Request approval to re-appoint Brad Peterson from Concho to serve on the Planning & Zoning Commission for a 4-year term.
 - *K. Request approval to re-appoint Dan Muth from Springerville to serve on the Planning & Zoning Commission for a 4-year term.
2. Community Development: Discussion and possible approval of a contract with Shawn Taylor to provide hearing officer services.
 3. County Manager: Discussion and possible selection of the Board of Supervisors' Chairman for 2024.
 4. County Manager: Discussion and possible selection of the Board of Supervisors' Vice Chairman for 2024.
 5. County Manager: Discussion and possible appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee (LPC) for 2024.
 6. County Manager: Discussion and possible selection of a member of the Board of Supervisors to serve on the Eastern Arizona Counties Organization (ECO) Committee for 2024.
 7. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
 - The Coal Transition meeting on December 5, 2023, at 9:00 a.m. at the Apache County School Superintendent's Office, 75 N. 1st West Street, St. Johns, Arizona.
 - The Arizona Association of Counties Annual Conference on December 13-15, 2023, at the Sheraton Mesa Wrigleyville West Hotel, 860 North Riverview, Mesa Arizona.

- The Eastern Arizona Counties Organization meeting on December 13, 2023, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on December 14, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-361-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 30th day of November 2023 at 2:00 p.m. MST by



Ryan N. Patterson
Clerk of the Board



Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 11/08/2023

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 Contract # CTR067942, Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The overall goal of all the USDA Nutrition Program is to increase food security and reduce hunger by providing eligible participants access to nourishing food and supportive nutrition education. This was budgeted for FY24.

BOS Meeting Date Requested: 12/05/2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review ☒

Other Review:

Signature

Check if item does not require review

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



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

IGA CONTRACT# CTR067942

WIC and BFPC SERVICES

DESCRIPTION: This is the new 5-year cycle for the Women, Infant, Children and Breastfeeding Peer Counseling Program for the State of Arizona. This grant provides nutrition and breastfeeding information and support for eligible participants

PROS: Apache County has provided WIC services to eligible participants in Southern Apache County for 15+ years. This is a foundational program that Public Health is known for.

CONS: None



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No.: CTR067942

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

Procurement Officer
Josh Griffin

Project Title: WIC AND BFPC SERVICES

Begin Date: October 1, 2023

Geographic Service Area: STATE OF ARIZONA

Termination Date: September 30, 2028

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

☒
☐
☐
☐
☐

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

Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.

School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.

City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.

City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

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

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Apache County 75 West Cleveland Street, St Johns, AZ 85036	FOR CLARIFICATION, CONTACT: Name: _____ Phone: _____ FAX No: _____ E-mail: _____
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	This Contract shall henceforth be referred to as Contract No. CTR067942. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 202_ Procurement Officer _____
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	Contract, No. CTR067942, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR067942	

1. Definition of Terms:

As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item in the Contract which requires the Contractor to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Contract documents, including the Terms and Conditions, and the Specifications and Statement of Scope of Work; and any Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 1.6 "Days" means calendar days unless otherwise specified.
- 1.7 "Exhibit" means any item labeled as an Exhibit in the Contract generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
- 1.8 "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.
- 1.9 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.10 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.11 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.12 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14 "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 Materials or any Services required for the performance of the Contract.
- 1.15 "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

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2. Contract Type

This Contract shall be:

X Cost Reimbursement

3. Contract Interpretation

- 3.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7;
- 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. Specifications,
 - 3.3.4. Attachments,
 - 3.3.5. Exhibits, then
 - 3.3.6. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one (1) of the above categories.
- 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 Parol 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 and no other understanding either oral or in writing shall be binding;
- 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; and
- 3.8. Headings: Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date;

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- 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 (5) years. However, if the original Contract period is for less than five (5) 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 (5) 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 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records;
- 4.5 **Non-Discrimination.** The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law;
- 4.6 **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract;
- 4.7 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection;
- 4.8 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary;
- 4.9 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer;
- 4.10 **Continuous Improvement.** Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract;

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- 4.11 Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any of them;
- 4.12 Ownership of Intellectual Property:
- 4.12.1 Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State,
- 4.12.2 "Government Purpose Rights" are:
- 4.12.2.1 the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- 4.12.2.2 the right to release or disclose that work product to third parties for any State government purpose; and
- 4.12.2.3 the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 4.12.3 "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so,
- 4.12.4 Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party,
- 4.12.5 Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
- 4.12.5.1 any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
- 4.12.5.2 any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

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4.12.5.3 except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

4.12.6 Developments Outside of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

4.13 Property of the State. If there are any materials that are not covered by Section 4.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State;

4.14 Federal Immigration and Nationality Act. 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, 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 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 or debarment of the Contractor;

4.15 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;

4.16 Offshore Performance of Work Involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States;

4.17 Certifications Required by State Law:

4.17.1 If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract, and

4.17.2 Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4.18 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

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 Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days;

5.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination;

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- 5.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices;
- 5.4. Applicable Taxes:
 - 5.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes,
 - 5.4.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes,
 - 5.4.3. Tax Indemnification. 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, and 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, and
 - 5.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 5.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract;
- 5.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
 - 5.6.1. Accept a decrease in price offered by the Contractor,
 - 5.6.2. Cancel the Contract, or
 - 5.6.3. Cancel the Contract and re-solicit the requirements.

6. Contract Changes

- 6.1. Amendments. 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 within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments 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 for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract; and

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- 6.3. Assignment 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 Materials covered under this Contract until received by authorized personnel at the location designated in the purchase 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. Indemnification:

- 7.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona, and

- 7.2.2. Public Agency Language Only. 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. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply;

7.4. Force Majeure:

- 7.4.1. Except for payment of sums due, neither the Contractor nor State 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

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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, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence,

7.4.2. Force Majeure shall not include the following occurrences:

7.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2. 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

7.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3. If either the Contractor or State 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract, and

7.4.4. 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.

7.5. 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, toward fulfillment of this Contract.

8. Warranties

8.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens;

8.2. Quality. Unless otherwise modified elsewhere in the Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the trade under 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.

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- 8.3. Conformity to Requirements:
- 8.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:
- 8.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;
- 8.3.1.2. Be free from defects of material and workmanship;
- 8.3.1.3. Conform to or perform in a manner consistent with current industry standards; and
- 8.3.1.4. Be fit for the intended purpose or use described in the Contract.
- 8.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.
- 8.4. Inspection/Testing. The warranties set forth in this Section 8 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State;
- 8.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request;
- 8.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract;
- 8.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation;
- 8.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force;
- 8.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 6.3. [Assignment and Delegation] that expressly recognizes the event;
- 8.10. Performance in Public Health Emergency. Contractor warrants that it will:

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- 8.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 8.10.1.1. Identification of response personnel by name;
 - 8.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 8.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
- 8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 7.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable,
- 8.10.3. A request from the State related to this paragraph 8.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan, and
- 8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.
- 8.11. Lobbying:
 - 8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts, and
 - 8.11.2. Exception. This paragraph 8.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
- 8.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25;
- 8.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities;

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8.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract; and

8.15. Survival of Rights and Obligations after Contract Expiration or Termination:

8.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract,

8.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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, and

8.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract;

9.2. Stop Work Order:

9.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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, and

9.2.2. 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 the remedies of the State under this Contract are not exclusive;

9.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it; and

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- 9.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

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 with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) 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 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. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State; and
- 10.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 10.5. Termination for Default:
- 10.5.1. In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor,
- 10.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand, and

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10.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

10.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

11. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

12. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

13. Communication

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

13.2. 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.

14. 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.

15. 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.

16. 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.

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

18. Fraud, Waste, or Abuse

- 18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency;
- 18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards; and
- 18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
- 18.3.1. ADHS Ethics Action Hotline at (602) 542-2347,
- 18.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov, or
- 18.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

19. Unique Entity Identifier (UEI) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS.

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The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

- 20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.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 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

- 21. Technology Replacement**

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

- 22. Authorization for Provision of Services**

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

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

- 23. 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.

- 24. Americans With Disabilities Act of 1990.**

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

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25. **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.
- 25.1. 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;
 - 25.2. 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;
 - 25.3. 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;
 - 25.4. 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 (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) 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;
 - 25.5. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments;
 - 25.6. 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;
 - 25.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award;
 - 25.8. 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;
 - 25.9. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS;
 - 25.10. 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;

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- 25.11. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS;
- 25.12. 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;
- 25.13. 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;
- 25.14. 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;
- 25.15. 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 (9) months after the entities fiscal year-end at the attached **Link**: <https://harvester.census.gov/facweb/default.aspx/>;
- 25.16. 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;
- 25.17. 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/>;
- 25.18. Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid UEI profile and active registration with the System for Award Management (SAM) database;
- 25.19. 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;
- 25.20. 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; and
- 25.21. 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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26. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 530, Phoenix, Arizona 85007.

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1. Background

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutritional risk. The overall goal of all the USDA Nutrition Programs is to increase food security and reduce hunger by providing eligible participants access to nourishing food and supportive nutrition education.

1.1. WIC Nutrition Services:

- 1.1.1. The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding women, postpartum women, and infants or children under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks,
- 1.1.2. To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, county health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC Contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance, and
- 1.1.3. Specific objectives for nutrition services (based on Healthy People 2030) are:
 - 1.1.3.1. To increase the incidence of women initiating breastfeeding;
 - 1.1.3.2. To increase the duration of women breastfeeding for the first six (6) months of their baby's life;
 - 1.1.3.3. To increase the duration of women breastfeeding for the first one (1) year of their baby's life;
 - 1.1.3.4. To increase the rate infants are exclusively breastfed at three (3) months and at six (6) months;
 - 1.1.3.5. To reduce the proportion of adults who are considered obese;
 - 1.1.3.6. To reduce the proportion of children ages two (2) to five (5) who are considered obese;
 - 1.1.3.7. To increase the consumption and variety of fruits and vegetables by those age two (2) and older;
 - 1.1.3.8. To increase the consumption of whole grains by those age two (2) and older; and
 - 1.1.3.9. To reduce household food insecurity and hunger.

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1.2. BFPC:

- 1.2.1. Breastfeeding peer counselors add a critical dimension to WIC's efforts to help women initiate and continue breastfeeding. WIC breastfeeding peer counselors provide a valuable service to their communities, addressing barriers to breastfeeding by offering breastfeeding education, support, and role modeling. They are familiar with the resources available to WIC participants and the questions a new breastfeeding mother may ask, and recognize when to refer mothers to other resources when issues outside their scope of practice arise. In 2020 the USDA Food and Nutrition Service (FNS) released their new national breastfeeding campaign titled WIC Breastfeeding Support: Learn Together. Grow Together. As a part of this, FNS has developed training and technical assistance to equip WIC Programs with a framework for designing and maintaining peer counseling programs. Developing this training included formative research to understand barriers and motivators to implementing and sustaining peer counseling programs and develop training curricula. This Peer Counseling Training for WIC Managers, which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program,
- 1.2.2. The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding, and
- 1.2.3. Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

2. Objective

- 2.1 At a minimum, provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services.
- 2.2 In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Contractor may request permission to continue operating their program utilizing local funds. The Contractor shall contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Contractor may transfer funds to ADHS to ensure continued operation.
- 2.3 Additional monies may be awarded under this contract for WIC Special Projects related to, but not limited to general infrastructure, breastfeeding promotion, nutrition services, information system enhancement efforts and client retention efforts.

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3. Scope of Service

3.1. WIC Services:

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

- 3.1.1. Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments,
- 3.1.2. Provide participant centered nutrition and breastfeeding support services to WIC participants,
- 3.1.3. Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants,
- 3.1.4. Issue WIC food benefits tailored to meet the needs of the participants,
- 3.1.5. Ensure the collection and recording of accurate information,
- 3.1.6. Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services,
- 3.1.7. Provide administrative functions for operation of the WIC Program, and
- 3.1.8. Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

3.2. BFPC Services:

- 3.2.1. WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the USDA WIC Breastfeeding Curriculum guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding, and
- 3.2.2. Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4. Tasks

The Contractor shall:

4.1. WIC Services Outreach, Retention, and Referrals:

- 4.1.1. Conduct outreach activities targeting underserved populations by developing written and verbal presentations, or utilizing available materials, and/or promoting WIC on social media platforms to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation in accordance with the WIC PPM and this Contract,
- 4.1.2. Conduct retention activities to maintain and increase the participation of current WIC enrollees,
- 4.1.3. Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts in accordance with the WIC PPM and this Contract,

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- 4.1.4. Establish community partnerships with community organizations such as food banks, human and social services, school districts, etc. in accordance with the WIC PPM and this Contract, and
- 4.1.5. Establish a referral system with breastfeeding/lactation specialists, including, but not limited to, International Board-Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) in accordance with the WIC PPM and this Contract.
- 4.2. Additional BFPC Outreach Tasks:
 - 4.2.1. Develop and document an internal referral link between the WIC Program and WIC Peer Counseling Program, when applicable. Interactions between the WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.
- 4.3. Participant Records:
 - 4.3.1. Document in Health and Nutrition Delivery System (HANDS) and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including, but not limited to, the following:
 - 4.3.1.1. Eligibility and ineligibility determinations;
 - 4.3.1.2. Nutrition assessments;
 - 4.3.1.3. Nutrition and breastfeeding education and support;
 - 4.3.1.4. Nutrition and breastfeeding counseling;
 - 4.3.1.5. Facilitate behavioral goal setting;
 - 4.3.1.6. Appropriate referrals;
 - 4.3.1.7. Program fraud; and
 - 4.3.1.8. Food Benefit issuances.
 - 4.3.2. Maintain inventory and accountability records, as set forth in the WIC PPM for Electronic Benefits Transfer WIC (eWIC) cards,
 - 4.3.3. Maintain records in accordance with the PPM,
 - 4.3.4. Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26(h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information,
 - 4.3.5. Staff shall only access the WIC Computer Data System and client files for business related reasons,

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- 4.3.6. Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner,
- 4.3.7. The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality,
- 4.3.8. Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information. These investigations shall include:
 - 4.3.8.1. What data elements were involved and the extent of the data involved in the breach;
 - 4.3.8.2. A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
 - 4.3.8.3. A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
 - 4.3.8.4. A description of the probable causes of the improper use or disclosure; and
 - 4.3.8.5. Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 4.3.9. The Local Agency shall provide a written report of the investigation to the Chief of the BNPA/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure, and
- 4.3.10. The Local Agency shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non-WIC funds. The Chief of the BNPA/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Local Agency shall arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.
- 4.4. Service Delivery and Program Rules:
 - 4.4.1. Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM.
 - 4.4.2. Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM:
 - 4.4.2.1. Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy;
 - 4.4.2.2. Infants from birth to age one (1); and
 - 4.4.2.3. Children from age one (1) year up to five (5) years.
 - 4.4.3. Provide complete nutrition assessment and document results and follow-up as outlined in chapter two (2) and seven (7) of the Arizona WIC Policy and Procedure Manual,

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- 4.4.4. Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State,
- 4.4.5. Facilitate goal setting for behavioral change and follow-up on goals set,
- 4.4.6. Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate,
- 4.4.7. Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), the amount of formula consumed, and cultural preferences and issue food benefits as set forth in the WIC PPM,
- 4.4.8. Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures,
- 4.4.9. Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support,
- 4.4.10. Provide information, check for understanding, and document instruction to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The program instruction shall be documented in the participant's record as set forth in the WIC PPM, and
- 4.4.11. Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services.
- 4.5. Additional BFPC Service Delivery Tasks:
 - 4.5.1. Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program, and
 - 4.5.2. Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic.
- 4.6. Participant Centered Nutrition Education:
 - 4.6.1. Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. Nutrition education contacts shall be made available quarterly to all adult participants and the Authorized Representatives of infant and child participants certified. Nutrition education contacts shall be scheduled on a periodic basis by the local agency, but such contacts do not necessarily need to take place in each quarter of the certification period,
 - 4.6.2. Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence,
 - 4.6.3. Offer, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian Nutritionist (RDN) to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Nutrition and Dietetic

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Technicians, registered to serve as a WIC Nutritionist to provide medium-risk counseling to participants under the supervision of the RDN,

- 4.6.4. Expend a minimum of seven percent (7%) of the total amount the Contractor receives for provision of WIC services each contract year on salary, employee related expenses, travel expenses, continuing education, and training for one or more Registered Dietitian Nutritionists (RDN) providing high risk services. The agency may pay another Arizona WIC Local Agency or RDN contractor for RDN services as approved by the State WIC Director or the State WIC Director's designee. If the seven percent (7%) of the total amount the Contractor receives for provision of WIC services is not expended for employee related expenses, travel expenses, continuing education, and training expenses for RDNs, ADHS may request the Contractor to return an amount equal to the difference between the seven percent (7%) of the total amount the Contractor receives for provision of WIC services and the actual amount expended,
 - 4.6.4.1. For FFY 24, Apache County WIC is exempt from expending a minimum of 7% of the total amount of their WIC Services budget on Registered Dietitian Nutritionist(s) to provide high risk services while an active agreement remains in place with Maricopa County Department of Public Health WIC for the agencies high risk needs. This exemption expires at the end of FFY24 or if the agreement with Maricopa County Department of Public Health WIC ends, whichever comes first.
- 4.6.5. Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended if ADHS must pay a penalty to the Federal Government,

Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

 - 4.6.5.1. Salary and other costs for time spent on nutrition education, whether with an individual or group;
 - 4.6.5.2. The cost of procuring and producing nutrition education materials;
 - 4.6.5.3. The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;
 - 4.6.5.4. The cost of conducting participant evaluations of nutrition education, nutrition assessments and observations;
 - 4.6.5.5. Breastfeeding Promotion Costs in excess of the targeted amount, currently four percent (4%) of NSA expenditures, may be added to other Nutrition Education costs to meet the one-sixth (1/6) of NSA expenditures target for other Nutrition Education; and
 - 4.6.5.6. Other ADHS-approved costs.
- 4.6.6. Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages, and
- 4.6.7. Provide documentation that a minimum of four percent (4%) of the annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an amount equal to the difference between the four percent (4%) and the actual amount expended if ADHS must pay a penalty to the Federal Government.

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4.7. Staffing:

- 4.7.1. Designate a WIC Program Director/Manager who is an RDN, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RDN is on staff to provide the WIC RDN services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC program may substitute for some years of education,
- 4.7.2. Identify an RDN to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS,
- 4.7.3. Provide an appropriate number of RDNs, based on assigned caseload, to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RDN services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Contractor may hire graduates with a minimum of a Master's or Bachelor's degree from an accredited institution in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition or Nutrition and Dietetic Technicians, registered to do medium-risk counseling, formula authorization, and as necessary, participant certification under the direction of an RDN. If a Local Agency has a barrier to having an RDN on staff, the agency must submit, in writing, to ADHS with their plan for providing high risk nutrition services to participants,
- 4.7.4. Provide an appropriate number of adequately trained certification specialists, based on caseload, to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet ADHS competencies as set forth in the WIC PPM prior to providing each service such as verifying applicant eligibility, collecting anthropometric and biochemical data for participants, instructing on Food Benefits in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.7.5. Provide an appropriate number of adequately trained nutrition education specialists, based on caseload, to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition services in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,

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- 4.7.6. IBCLC to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS,
- 4.7.7. Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS,
- 4.7.8. Identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible populations not currently enrolled in WIC, and participate in outreach-related workgroups. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Local Agency to be approved by ADHS,
- 4.7.9. Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation, and
- 4.7.10. Provide WIC Clerks to perform administrative support within WIC clinics, when applicable. Such individuals shall have the minimum of a high school degree or equivalent and must meet WIC Program competencies. Previous clerical or work experience is desirable.
- 4.8. Additional BFPC Service Staffing:
 - 4.8.1. Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an IBCLC, have WIC experience, and be familiar with community resources,
 - 4.8.2. Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason, and
 - 4.8.3. Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.
- 4.9. Staff Training:
 - 4.9.1. Train new staff as outlined in the ADHS developed new employee training plan,
 - 4.9.2. Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM,
 - 4.9.3. In addition to state requirements for competency training, Local Agencies must implement and adopt the state training standards as reflected in the ADHS WIC PPM. In addition, Local Agencies must

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participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations,

- 4.9.4. Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), Conflict of Interest and Confidentiality, and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, Conflict of Interest and Confidentiality, and Voter Registration by completing the ADHS LMS courses on Civil Rights, Conflict of Interest and Confidentiality, and Voter Registration or other courses or trainings that will be required by ADHS,
- 4.9.5. Provide one (1) representative for a maximum of three (3) mandatory WIC Partners' two (2) day meetings or training sessions. Two (2) sessions will be held virtually and one (1) in person in Phoenix as scheduled by ADHS on an annual basis. These meetings will be opportunities for the Local Agency to discuss issues regarding the WIC policies and procedures, federal rules and regulations, and nutrition standards,
- 4.9.6. Provide one (1) representative for a maximum of twelve (12) WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP),
- 4.9.7. Provide one (1) representative to attend a two (2) day virtual Trainer virtual conference each fiscal year for skill and knowledge building,
- 4.9.8. Provide one (1) representative to attend a one (1) day Nutrition Coordinator virtual meeting during each fiscal year for skill and knowledge building,
- 4.9.9. Provide one (1) representative to attend a one (1) day Breastfeeding Coordinator virtual meeting during each fiscal year for skill and knowledge building,
- 4.9.10. Maintain a record of training provided, monitoring and observation results of staff competencies in each staff file and/or the State LMS, and
- 4.9.11. Document and maintain a record of any additional staff training that applies towards the annual Continuing Education Requirements for WIC staff in accordance with the PPM.
- 4.10. Additional BFPC Staff Training:
 - 4.10.1. Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a one (1) day virtual training during each Peer Counseling Program contract term,
 - 4.10.2. Provide training of Breastfeeding Peer Counselors using the USDA WIC Breastfeeding Curriculum within one (1) month of employment,
 - 4.10.3. Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others, and
 - 4.10.4. Provide all WIC clinic staff the recorded presentation of the USDA WIC Breastfeeding Curriculum at least once during each Peer Counseling Program contract term.

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4.11. Data Collection:

- 4.11.1. Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System – HANDS,
- 4.11.2. Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM,
- 4.11.3. WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others, and
- 4.11.4. Local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include providing a temporary administrative account.

4.12. Administrative Services:

- 4.12.1. Obtain written approval from ADHS prior to implementing any policy or procedure that deviates from those set forth in the Arizona WIC PPM,
- 4.12.2. Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website. This information includes names of Chief Executive Officer (CEO)/Health Officer, WIC Director, Clinic Supervisors, Nutrition Services Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for public disclosure,
- 4.12.3. Provide, at a minimum, ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location,
- 4.12.4. Read all ADHS provided documents and provide responses within the requested timeframe, if applicable,
- 4.12.5. The Local Agency Director shall ensure the State Agency has the most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account,
- 4.12.6. Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC related operations and trainings, if applicable, according to the WIC PPM. These records include, but are not limited to:
 - 4.12.6.1. Signed consent for hemoglobin screening and anthropometrics;
 - 4.12.6.2. Signed Rights and Obligations for enrolled participant files (active and inactive);
 - 4.12.6.3. Eligible participant files (active and inactive);
 - 4.12.6.4. Ineligible applicant signature;
 - 4.12.6.5. Monthly Participation Reports by Category and Ethnicity;
 - 4.12.6.6. Outreach files;
 - 4.12.6.7. Medical documentations;
 - 4.12.6.8. Staff files, including trainings attended, skill observations, and Local Agency Self Assessments;

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- 4.12.6.9. Documentation of dual participation actions;
- 4.12.6.10. Waiting lists (when applicable);
- 4.12.6.11. Reconciliations of eWIC cards;
- 4.12.6.12. Civil rights files, including documentation and resolution of all civil rights complaints;
- 4.12.6.13. Documentation of annual civil rights and voter registration training of all employees; and
- 4.12.6.14. Documentation of annual Conflict of Interest and Confidentiality training of all employees and the WIC Confidentiality and Conflict of Interest forms.
- 4.12.7. Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM,
- 4.12.8. Correct any regulatory deficiency or discrepancy noted during any of the program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Management Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented. Any reimbursement dollars back to ADHS must be done within thirty (30) days of receiving the Financial Management Review completion notification,
- 4.12.9. Adhere to the State of Arizona Accounting Manual (SAAM) travel rates. Travel rates reimbursed by the Local Agency cannot exceed the current Arizona State Reimbursement Rates located at <https://qao.az.gov/travel/travel-information>,
- 4.12.10. Complete electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program and submit the electronic and a signed copy to ADHS according to the instructions and requirements of the WIC PPM,
- 4.12.11. Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant,
- 4.12.12. Prepare Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year,
- 4.12.13. Prepare WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM,
- 4.12.14. Prepare an annual evaluation on the Contractor's Outreach Plan and a progress report on activities accomplished during the year,
- 4.12.15. Prepare an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes,
- 4.12.16. Adhere to the allowable and unallowable cost principles for WIC and BFPC as outlined in the WIC PPM,
- 4.12.17. Conduct Local Agency self-assessments annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation,

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- 4.12.18. Prepare all required plans, reports, and documents in accordance with the requirements in the WIC PPM, and
- 4.12.19. In addition to complying with the Guidance for Federal Grant Award Management (Blue Book), the SAAM for Contractors of ADHS Funded programs, and chapter twelve (12) and thirteen (13) of the WIC PPM, the Contractor shall:
 - 4.12.19.1. Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase);
 - 4.12.19.2. Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;
 - 4.12.19.3. Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more;
 - 4.12.19.4. Submit a request for all asset-related items to ADHS utilizing the process specified in the WIC PPM. Asset-related items include, but are not limited to, hardware (e.g. computers, tablets, scanners, printers, card readers, pin pads, webcams, and headsets) and certain telecommunications equipment necessary to access the web-based WIC Computer Data System (e.g. routers, MiFi's). New technology will be evaluated for inclusion based on program needs. For software purchases with WIC funds, the Local Agency may purchase software that is reasonable and necessary;
 - 4.12.19.5. Provide notification to ADHS for any asset-related resource items in need of transfer or disposition. The Contractor shall not directly dispose of any asset;
 - 4.12.19.6. Adhere to WIC PPM procedures for transfer and disposals; and
 - 4.12.19.7. Report, upon discovery and no later than ten (10) business days from the time of incident, any destroyed, missing, and/or stolen asset resources to the assigned ADHS WIC Nutrition Consultant.
- 4.13. Additional Peer Counseling Administrative Services:
 - 4.13.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS, and
 - 4.13.2. Provide training and resources to assist the local agency in establishing and maintaining competency for new and existing staff.

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5. Reference Documents

- 5.1. 7 CFR (Code of Federal Regulations) 246.26(h)(3):
[https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246#p-246.26\(h\)\(3\)](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246#p-246.26(h)(3))
- 5.2. Arizona WIC Program Policies and Procedures Manual:
https://azdhs.gov/azwic/local_agencies_policyManual.htm
- 5.3. Healthy People 2030:
<https://health.gov/healthypeople/objectives-and-data/browse-objectives/nutrition-and-healthy-eating>
- 5.4. WIC Specific Code of Federal Regulations:
<https://www.ecfr.gov/current/title-7/part-246>
- 5.5. General Accounting Office (Travel):
<https://qao.az.gov/travel/welcome-qao-travel>
- 5.6. Guidance for Federal Grand Award Management (Blue Book):
<https://www.azdhs.gov/documents/operations/financial-services/bluebook-2018.pdf>
- 5.7. Peer Counseling Training for WIC Managers:
<https://wicworks.fns.usda.gov/resources/peer-counseling-training-wic-managers>
- 5.8. State of Arizona Accounting Manual (SAAM):
<https://qao.az.gov/publications/SAAM>

6. State Provided Items

ADHS will provide:

- 6.1. Electronic copies of the Arizona WIC Program Policies and Procedures Manual;
- 6.2. Hardware and software necessary for operation of the WIC Computer Database System;
- 6.3. Training and resources to assist local agencies in establishing staff competency for new and existing staff;
- 6.4. AZHZ Collaborators Username and Password access for ordering:
 - 6.4.1. eWIC cards,
 - 6.4.2. Nutrition Education Materials for participants,
 - 6.4.3. Breast Pumps and kits,
 - 6.4.4. Breastfeeding materials/resources for staff,

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- 6.4.5. Required posters,
- 6.4.6. Clinic operations materials, and
- 6.4.7. Outreach materials.
- 6.5. Financial documents:
 - 6.5.1. FFATA Form,
 - 6.5.2. Direct Expenses Template,
 - 6.5.3. LAR Template,
 - 6.5.4. Contractor Expenditure Report Template, and
 - 6.5.5. Quarterly Cost Summary Report Template.
- 6.6. Technical assistance and support, as needed;
- 6.7. Required Breastfeeding resources for staff;
- 6.8. Assistance with IBCLC career track or advanced lactation consultant education, when appropriate;
- 6.9. Periodic redemption reports for issued benefits, as requested by the Local Agency;
- 6.10. Quarterly Report template (electronic) for Peer Counseling Program; and
- 6.11. USDA WIC Breastfeeding Curriculum: Peer Counselors, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for FIC Families," when appropriate.

7. Additional BFPC State Provided Items

- 7.1. Quarterly Report template (electronic) for Peer Counseling Program; and
- 7.2. USDA WIC Breastfeeding Curriculum: Peer Counselors, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

8. Deliverables and Delivery Schedule

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

- 8.1. Updated copies of Local Agency Policies and Procedures as required by the WIC PPM;
- 8.2. Individual electronic and signed CER invoices for each program no later than thirty (30) days following the end of each report month of the program year;
- 8.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's CER expenses no later than thirty (30) days following the end of each quarter of the program year;
- 8.4. Final electronic and signed CER invoice for each program no later than forty-five (45) days following the end of each Contract year;

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- 8.5. Completed Federal Funding Accountability and Transparency Act (FFATA) Grant Reporting Certification Form at the beginning of each contract for each Grant within thirty (30) days receipt of the Purchase Order (PO);
- 8.6. WIC Local Agency fourth (4th) Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than forty-five (45) days following the end of each Contract year;
- 8.7. Each Contracted Program's amendment application by the specified deadline for the following Contract year containing the following information:
 - 8.7.1. Request for Caseload to be served,
 - 8.7.2. Request for budget and budget justification,
 - 8.7.3. Updated Outreach Plan for the upcoming Federal Fiscal Year (FFY) and an evaluation of the previous year's activities, and
 - 8.7.4. Any additional services and other documents specified,
- 8.8. A Local Agency Corrective Action Plan within sixty (60) days in response to Management Evaluation. Any reimbursement dollars back to ADHS (WIC) must be done within thirty (30) days of receiving the Financial Management Review completion notification; and
- 8.9. Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

9. Performance Standards and Award Program

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

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

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

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- 9.3.3. The agency with the highest increase of eWIC redemptions in the first quarter (October 1 through December 31) of the FFY preceding time of application compared to their own Local Agency's eWIC redemptions from the first quarter (Oct 1 through Dec 31) of the previous FFY within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified, and

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

- 9.3.4. The agency with the highest percentage of Infants Exclusively Nursing (IENs) in the first quarter (October 1 through December 31) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified.

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

- 9.4. Pursuant to 7 CFR 246.14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and
- 9.5. USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

10. Notices, Correspondence, Reports, and CERs

- 10.1. Notices, correspondence, reports, and CERs from the Contractor to ADHS shall be sent by mail to:

Arizona Department of Health Services
150 N 18th Avenue, Suite 320
Phoenix, Arizona 85007
Attention: WIC Program Manager

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

Apache County
Attn: Kimberly Cole
PO BOX 967
St Johns, AZ 85936
Phone: 928-337-7978
Email: kcole@co.apache.az.us

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PRICE SHEET

October 1, 2023 to September 30, 2024

Agency Name: Apache County

Cost Reimbursement Line Item Budget

WIC Services

Federal Award Date: October 1, 2023

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

WIC Services Account Classification	Amount
Personnel	\$65,636.90
Employee Related Expenses	\$26,060.20
Professional & Outside Services	\$0.00
Travel Expense	\$2,198.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$3,913.00
Capital Expenditures	\$0.00
Indirect Cost	\$0.00
Total	\$97,808.00

Breastfeeding Peer Counseling Services

Federal Award Date: October 1, 2023

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

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

Additional Terms and Conditions:

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

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

Additional WIC Program:

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

The assigned caseload for FFY 2024 is: 350

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Exhibit A - 2 CFR 200.332

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
UEI#	QMWUG1AMYF65
Federal Award Identification (Grant Number):	216AZ008W1003
Subrecipient name (which must match the name associated with its unique entity identifier):	Apache County Public Health Services District
Subrecipient's unique entity identifier (DUNS #):	804745420
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	216AZ008W1003
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;	10/1/2023
Subaward Period of Performance Start and End Date;	10/01/2023-9/30/2024
Subaward Budget Period Start and End Date:	10/01/2023-9/30/2024
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$97,808.00
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):	\$97,808.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$97,808.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	United States Department of Agriculture, FNS Southwest Regional Office, Food and Nutrition Service, 1100 Commerce Street Room 522, Dallas, TX 75242-9980, Telephone: (214)290-9810
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:	10.557 WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Identification of whether the award is R&D	Not R&D award
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	0.00%

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 11/27/2023

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 Professional Services Agreement with Burnham Mortuary to provide reliable backup for the removal, transport, and storage for the Alternate Medical Examiner/Medico Legal Death Investigator. This has been budgeted for FY24.

BOS Meeting Date Requested 12/05/2023.

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

PROFESSIONAL SERVICES AGREEMENT

BURNHAM MORTUARY

DESCRIPTION: Professional Services Agreement with Burnham Mortuary to provide removal, transport, and storage for the Apache County Alternate Medical Examiner/Medico-Legal Death Investigator, effective Dec 1, 2023

PROS: Burnham Mortuary and ACPHSD have had a professional relationship for many years and has provided reliable back up services for Apache County's Alternate Medical Examiner Office.

CONS: None



APACHE COUNTY

Public Health Services District



Professional Services Agreement with Burnham Mortuary

This Agreement is made and entered into between the Apache County Public Health Services District ("District") and Burnham Mortuary ("Subcontractor").

Whereas, the District requires the services of a Licensed Mortuary to remove and transport human remains from the location of death for the District's Alternate Medical Examiner's Office, and

Whereas, the District wishes to contract with Subcontractor for the removal and transportation of human remains and Subcontractor is willing to provide such service upon the terms and conditions set forth herein,

Now, Therefore, the parties agree as follows:

1. **Term.** This Agreement shall commence as of December 1, 2023, and shall continue in effect for one year and will be automatically renewed at the end of each subsequent year up to five years unless the parties terminate this agreement as provided in Section 9.
2. **Services.** The Subcontractor shall provide human remains removal and transport for the office of the Alternate Medical Examiner within the non-tribal portions of southern Apache County and from other areas of the county as needed as a backup to the District's Medico-Legal Death Investigator. Human remains shall be placed in the District's body refrigerator.
 - Subcontractor shall provide backup services when the District is closed from Friday at 12:00AM through Sunday at 11:59PM, and holidays; or when the Medico-Legal Death Investigator is sick, on vacation, at trainings, at trials, or if the Medico-Legal Death Investigator is not able to remove human remains.
 - The following predetermined holidays will alternate as scheduled for human remains removal and transport agreed upon by both parties:
 - **Memorial Day**
2024 Subcontractor, 2025 District, 2026 Subcontractor, 2027 District, 2028 Subcontractor
 - **Independence Day**
2024 District, 2025 Subcontractor, 2026 District, 2027 Subcontractor, 2028 District
 - **Labor Day**
2024 Subcontractor, 2025 District, 2026 Subcontractor, 2027 District, 2028 Subcontractor
 - **Thanksgiving Day**
2024 District, 2025 Subcontractor, 2026 District, 2027 Subcontractor, 2028 District
 - **Christmas Day**
2023 District, 2024 Subcontractor, 2025 District, 2026 Subcontractor, 2027 District
 - Subcontractor shall initiate travel to location of death within one hour after receiving a request to remove human remains.

3. **Compensation.** Services shall be compensated at the Subcontractor current year General Price List Dated January 1 of each year, less 10%. Services provided on District holidays not included on the alternating schedule (New Year's Day, Martin Luther King, Jr./Civil Rights Day, President's Day, Columbus Day, and Veterans Day) or provided on a District scheduled holiday, shall be compensated at the Subcontractor current year General Price List Dated January 1 of each year. District Compensation to Subcontractor may change annually subject to mutual written agreement. Any agreement in the change of compensation to Subcontractor becomes effective July 1 after the written agreement is executed. A proposed change in compensation to Subcontractor must be presented at a regular meeting of the District's Board of Directors in February of the year when the compensation to the Subcontractor will change.
- Transportation of human remains from the location of death to a body refrigerator owned by the District shall be compensated at the Subcontractors General Price List Dated January 1 of each year, less 10%.
 - Mileage will not be charged for removal of human remains within 50 road miles from Subcontractor in Eagar, Arizona.
 - Subcontractor will be compensated at \$4.00 per mile for road miles over 50 miles from the Subcontractor in Eagar, Arizona. Subcontractor will use the most direct route to the location of death.
 - Human remains will be delivered to and placed in the body refrigerator (s) owned by the District unless directed otherwise by the Medico-Legal Death Investigator or the Alternate Medical examiner or law enforcement having jurisdiction.
 - Refrigerated Storage – If the decedent is placed in a body refrigerator owned by the Subcontractor due to lack space in the District's body refrigerators, compensation will be according to Subcontractors current year General Price List dated January 1 of each year, less 10%.
 - Supplies – Subcontractor shall use body bags provided by the District and stored in the District garage area at the Subcontractor location in Eagar, Arizona.
4. **Independent Contractor.** In providing services hereunder, Subcontractor is an independent contractor. Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security, and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor. Subcontractor works at the discretion and direction of the District.
5. **Insurance.** Subcontractor shall maintain in force during the terms of this Agreement, at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the District's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of a cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws.** Subcontractor 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.

7. **Professional Licenses.** Subcontractor shall maintain in force throughout the term of this Agreement any and all license, permit, and accreditation required for the Subcontractor to provide services hereunder. The Subcontractor shall provide the District with the documentation of any and all required license, permit, and accreditation. The Subcontractor shall notify the District and shall immediately cease performance hereunder if any such license, permit, or accreditation is suspended or revoked.
8. **Indemnification.** To the fullest extent allowed by law, each party (as "indemnitor") shall indemnify, defend, and hold harmless the other party and its agents, representatives, officers, officials, and employees (the "indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs, and the costs of appellate proceedings) related to, arising out of, or resulting from the Indemnitor's negligent acts, errors, mistakes, or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless, and indemnify the Indemnitees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or by part by any negligent act, error, mistake, or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes, or omissions the Indemnitor may be liable).
9. **Termination.** This agreement shall terminate immediately and automatically upon the termination of the Contract for any reason. In addition, either party may terminate this Agreement for any reason with 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure (correct) any default in performance within 10 days after the delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS 38-511 (concerning conflicts of interest).
10. **Non-Assignment.** Subcontractor shall not assign any right or interest in the Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation, or subcontract without the District's prior written approval shall be void.
11. **Other Subcontractors.** This agreement does not prohibit or limit the District in subcontracting with other mortuaries, individuals, or political subdivisions of the state for removal of human remains from the location of death.
12. **Forced Labor.** Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor further acknowledges and agrees that (1) if Contractor becomes aware during the term of this Agreement that it is not in compliance with this certification that Contractor will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if Contractor does not provide the County with a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of Contractor to ensure compliance with this certification for the duration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date,
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS

By: _____
Alton Joe Shepherd, Chairman

Date: _____

BURNHAM MORTUARY

By: Bryce Burnham
Bryce Burnham, Co-owner

Date: 11-27-2023

By: Sharon Burnham
Sharon Burnham, Co-owner

Date: Nov. 27, 2023

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 11/27/2023

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

Community Development requests discussion and possible approval of Hearing Officer contract with Shawn Taylor.

BOS Meeting Date Requested 12/05/2023.

PRE-AGENDA ITEM REVIEW

Legal Review: See attached email.

Signature

AK RH

Check if item does not require review

Finance Review:

Signature

Jeff White

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

CONTRACT TO PROVIDE HEARING OFFICER SERVICES

This Contract to Provide Hearing Officer Services ("Contract") is entered into by and between Apache County ("the County") and Shawn Taylor ("Contractor"). For purposes of this Contract, the County and Contractor shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, the County desires to secure hearing officer services in matters where violations of the Apache County Code have been alleged or where the County has received a request for a hearing, or in other areas and at other times, as the County deems necessary;

WHEREAS, Contractor possesses the necessary qualifications to provide hearing officer services for the County, is currently a licensed attorney in good standing with the State Bar of Arizona, has over 20 years experience in the practice of law, and previously served as a judicial officer;

WHEREAS, the County desires to designate a Hearing Officer to preside over hearings involving the enforcement of state and local laws including violations of building, zoning, grading, drainage, stormwater, encroachment, well and septic laws and regulations;

WHEREAS, the County also desires to designate a Hearing Officer to preside over hearings involving the Apache County Public Health Services District Environmental Division's enforcement of local and state laws, including violations of solid waste laws and regulations.

NOW THEREFORE, in consideration of the foregoing representations, and other good and valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. Term

The term of this Contract shall begin on January 1, 2024, and continue through December 31, 2024. Following the initial term, this Contract shall automatically renew for up to three (3) additional one-year terms unless otherwise

terminated in writing by either party prior to the renewal date under the conditions set forth in this Contract.

2. Scope of Work

Unless disqualified by reason of a conflict of interest, Contractor agrees to serve as a Hearing Officer for alleged Apache County Code violations, including but not limited to, violations of building, zoning, grading, drainage, stormwater, encroachment, well and septic laws and regulations, environmental health laws and regulations, and other provisions of the Apache County Code which provide for a hearing presided over by a Hearing Officer.

3. Conflicts of Interest

Contractor (including his employees and agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Contractor shall not undertake any work that is in conflict with Contractor's role as a Hearing Officer. This prohibition includes, but is not limited to, representing any party in any administrative or judicial proceeding relating to or arising out of any matter which is, has been, or may be the subject of an Apache County Code violation proceeding. Additionally, prior to acting as a Hearing Officer in any case, Contractor shall perform an internal conflict of interest check to ensure that no conflict of interest with any of the parties to the action that will come before him exists, and shall promptly disclose any such conflicts. Contractor further shall not make or participate in a decision made by the County if it is reasonably foreseeable that the decision may have a material effect on Contractor's economic interest. Should Contractor acquire a conflict of interest following the execution of this Contract, Contractor shall immediately apprise the County of the same.

4. Hearing Procedures

- 4.1 Unless otherwise agreed to or ordered by Contractor, the County shall email copies of all notices, communications, staff reports and other relevant documents to Contractor at least seven (7) calendar days prior to a scheduled hearing.
- 4.2 The County, at its sole expense, shall provide a room for the hearing and technology to record the hearing.

- 4.3 Contractor shall conduct hearings as set forth by Apache County, in a professional, fair, and impartial manner. At such hearing, Contractor shall swear witnesses, hear testimony, and receive written or documentary evidence relating to the alleged violation. Contractor shall record the hearing and preserve all written argument, photographs, and other documentary evidence introduced at the time of the hearing. Contractor shall perform all work under this Contract in a manner consistent with the level of competency and standard of care normally observed by a person practicing in the legal profession. Contractor hereby agrees to provide all services under this Contract in a timely manner, and in accordance with the applicable local, state, and federal laws and regulations.
- 4.4 Upon conclusion of a hearing, Contractor shall render his written decision in accordance with the requirements of the Apache County Code and all other applicable laws or regulations, including, but not limited to rendering a written decision containing findings of fact and conclusions of law and a statement that the decision is final. In the event a violation is found to exist, Contractor shall also issue an Order that the violation be abated within a certain time, along with a statement of costs incurred by the County in abating the violation and an assessment of penalties in accordance with the Apache County Code. Contractor shall timely serve his or her decision on all involved parties and shall include a proof of service as part of the decision.

5. Records

- 5.1 The County shall retain all records related to the hearings under this Contract, including the record of hearing, and all photographs, demonstrative, and documentary evidence introduced at the time of the hearing, for a period of five (5) years from the date that Contractor issues a written decision in the matter. The County's records shall be available for Contractor's review upon written request.

- 5.2 Contractor shall retain his records, notes, decisions, and other documents related to a proceeding for a period of five (5) years after the date that Contractor issues a written decision the matter.
- 5.3 Upon reasonable notice, Contractor shall make available to the County, or its agent, for inspection and audit, all documents and materials maintained by Contractor in connection with his performance of the duties under this Contract. Contractor shall fully cooperate with the County or its agent in any such audit or inspection. The records related to the hearing prepared by Contractor shall belong to the County.
- 5.4 Contractor shall return to the County all evidence submitted at the hearing within thirty (30) days of the rendering Contractor's written decision in the matter.

6. Compensation

As full and complete compensation for the services to be provided by Contractor, Apache County shall pay to Contractor a fixed rate of one thousand dollars (\$1,000.00) per month with the total annual compensation to be paid under this Contract not exceeding \$12,000 during the initial term of this contract.

7. Authority to Enter Contract

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

8. Choice of Law

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 through voluntary mediation. The parties agree to make use of binding arbitration in all contract disputes pursuant to rules adopted under A.R.S. §12-133. If the parties cannot reach an agreement through mediation or binding arbitration, any legal action shall

be initiated in Apache County and this Contract shall be construed in accordance with Arizona law.

9. Termination of Contract

The Contractor or Apache County may terminate this contract in whole or in part without cause effective sixty (60) days after mailing written notice of termination by regular or certified mail, return receipt requested to the other party, to the addresses contained within this Contract. In the event of termination as provided in this Section, the Contractor shall: a) stop all work as specified in the notice of termination; and, b) the Contractor shall receive such compensation as is reasonably due for work completed before the date of termination; no compensation beyond that amount shall be due. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this Contract. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

10. Default

The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement. The Contractor shall continue the performance of this contract to the extent not terminated. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the County, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

11. 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 County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily

withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. 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.

12. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Contract.

13. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless Apache County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes, or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

14. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute(s).

15. Assignment

The Contractor shall not assign any right or interest in this Contract without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported

assignment, delegation or subcontract without the County's prior written approval shall be void.

16. Forced Labor

Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor further acknowledges and agrees that (1) if Contractor becomes aware during the term of this Agreement that it is not in compliance with this certification that Contractor will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if Contractor does not provide the County with a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of Contractor to ensure compliance with this certification for the duration of this Agreement.

17. Notice

As contained within this Contract, all notices shall be mailed to the parties via certified mail, return receipt requested, at the following addresses:

Contractor:

Shawn Taylor
932 S. Main Street, Ste A-104
Snowflake, AZ 85937

Apache County:

Apache County Board of Supervisors
Attn: Clerk of the Board
P.O. Box 428
St. Johns, AZ 85936

[Signature Page Follows]

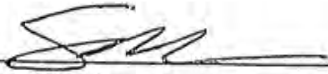
In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on Behalf of Apache County:

Alton J. Shepherd
Chairman of the Board

Date

Contractor:



Shawn Taylor

11/27/23

Date

Approved as to Form:

Apache County Attorney's Office

Date

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

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

Engineering

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 Permanent Access and Easement Agreement for flood control Improvement.

BOS Meeting Date Requested 12/05/2023

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: CH RGH

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed; item approved for Agenda.

Supervisor/Board Clerk's Initials _____

When Recorded Return To:
Apache County

PERMANENT ACCESS AND EASEMENT FOR FLOOD CONTROL IMPROVEMENTS AGREEMENT

This DRAINAGE AND IMPROVEMENTS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this 15 day of November 2023 (the "**Effective Date**"), by and between the Apache County, an Arizona Municipal Corporation, hereafter referred to as ("**County or Grantee**"), and Loree H. Williams, hereinafter referred to as ("**Grantor**") and grants a permanent easement (the "**Easement**") for right of access over and across the real property (the "**Easement Property**") described in "**Exhibit A**" and "**Exhibit B**".

In consideration of the obligations hereunder, Grantor does hereby grant to the Grantee the Easement along with access rights to the Grantee for the purpose of maintaining the Easement Property and County installed improvements thereon. Grantor shall not construct any improvements in the Easement that could impact the flow of water through the Easement Property.

The foregoing Easement is subject to the following terms and conditions, all of which the Grantee agrees to by acceptance of this Easement Agreement:

1. Grantee shall exercise its rights hereunder in a manner so as not to damage Grantor's real property underlying the Easement Property or any property that may at any time be thereon (provided that Grantor agrees not to make or erect any improvements on the Easement Property, without the prior written consent of Grantee, which consent shall not be unreasonably withheld), and further agrees that Grantee shall promptly repair any damage caused by Grantee or its agents, employees, contractors, permittees, licensees, invitees or guests, and restore the real property or any property located thereon in substantially the same condition that existed immediately prior to the performance of any work thereon by or on behalf of Grantee, or its agents, employees, contractors, permittees, licensees, invitees or guests.
2. Notwithstanding anything contained herein to the contrary, and without limiting any other provisions or the non-exclusive nature hereof, Grantee shall have the right to use, occupy, and improve the easement area for any and all purposes not inconsistent with the rights granted herein, including, without limitation, the right to improve and maintain the Easement Property. Grantee shall be solely responsible for all costs associated with improving and maintaining the Easement Property, including, without limitation, grading, compacting, surfacing and draining. Grantor shall not be responsible for any costs of improving or maintaining the Easement Property, provided that Grantor shall (at Grantor's cost and expense) promptly repair any damage caused by Grantor or its agents, employees, contractors, permittees, licensees, invitees or guests, and restore the Easement Property and any improvements located on the Easement Property in substantially the same condition that

existed immediately prior to such damage by Grantor, or its agents, employees, contractors, permittees, licensees, invitees or guests.

3. **Advance Notification of Entry Requirement**

Grantee (County) or its agents, employees, contractors, permittees, and licensees shall exercise due diligence to notify Grantor (property owner) prior to accessing the property, and limit access only to the amount of time and frequency necessary as directly related to the construction, maintenance, or inspection of the flood control features. Grantee (County) shall provide any scheduled access for planned maintenance or construction as soon as such schedules become available. Grantee (County) shall inform in writing to all its agents, contractors, partnering agencies and others involved in the flood control project, including programmatic and technical review, of the necessity to contact Grantor (property owner) prior to accessing the property. Grantor (property owner) shall ensure that any updates or changes which may occur to the Grantor's (property owner) contact information, such as landline, cel phone, and e-mail, will be provided to Grantee (County). The exception to the advance notification prior to entering the property, is in cases of an emergency, where public health or safety is deemed by authorities to be in imminent danger, and after the Grantee (County) has made all reasonable attempts to contact the Grantor (property owner), and the Grantor (property owner) is not available to confirm access.

4. To the extent permitted by law, Grantee shall indemnify and hold Grantor harmless for, from and against any and all claims, damages, losses (except consequential or incidental damages and losses), reasonable costs, suits, liabilities, and reasonable expenses (including, without limitation, reasonable attorneys' fees) that may be brought or made against or incurred by Grantor on account of or arising out of Grantee's use and enjoyment of the easement privileges herein granted or any violation or breach by Grantee of the terms hereof.
5. Grantee shall have the right to transfer, convey and assign its right, title and interest in and to the Easement and the Easement Property to any person(s) or entity(ies) who acquires an interest in County property benefited by this Easement.
6. The obligations herein shall extend and inure in favor and to the benefit of and shall be binding on all heirs, successors in ownership and estate, assigns and lessee of the respective parties.

Dated as of 15 day of November, 2023

Grantor:


Loree H. Williams

Grantee:

Ryan Patterson, County Manager/Clerk of The Board

Attest as to Form:

Michael Whiting, Apache County Attorney

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION
DRAINAGE AND IMPROVEMENTS EASEMENT AGREEMENT
Parcel 202-19-002A

An Easement lying over and across property described as Parcel 202-19-002A; as shown in the Parcel Map records of Apache County, Arizona, said property and easement lying within the NE Cor Section 19, Township 12N, Range 28E, Gila and Salt River Base and Meridian, Apache County, in the unincorporated community of Salado, Arizona, said easement extents being described as follows:

Area 1: Grover's Hill Canal Culvert Crossing (Tract not defined):

COM N4 COR¹ (Assumed as the NE Cor of Parcel 202-19-002A²) thence S87d58'43"E 439.29', to a point on the SE Corner of a concrete slab structure, used as construction control;
Thence S32d09'00"W 126.30' TO POB.
Thence S85d46'01"E 35.13', thence S11d56'32"E 74.31', thence S16d27'45"W 91.29', thence S48d56'52"W 56.68', thence N61d56'45"W 17.65', thence N06d34'17"W 53.11', thence N21d36'37"E 26.19' thence N61d32'18"W 72.41', thence N10d37'40"E 35.49', thence N86d38'10"E 43.58', thence S63d59'46"E 44.043', thence N03d55'16"E 62.16' to the POB, an area of 0.34 Acres, more or less.

Area 2: Wash Bifurcation (In Tract 19):

COM N4 COR¹ (Assumed as the NE Cor of Parcel 202-19-002A²) thence S87d58'43"E 439.29', to a point on the SE Corner of a concrete slab structure, used as construction control;
Thence S44d08'24"E 321.24' TO POB.
Thence S47d53'38"E 46.30', thence S16d07'33"W 24.02', thence S37d25'33"E 24.06', thence S28d00'48"W 38.29', thence S83d26'32"W 38.52', thence N65d11'51"W 71.36', thence N09d28'10"E 31.41', thence N55d31'23"E 89.24 to the POB, an area of 0.20 Acres, more or less.

Area 3: Detention Basins and Outlet Works (In Tract 19):

COM N4 COR¹ (Assumed as the NE Cor of Parcel 202-19-002A²) thence S87d58'43"E 439.29', to a point on the SE Corner of a concrete slab structure, used as construction control;
Thence N89d31'28"E 186.60' TO POB.
Thence S89d37'52"E 330.52, thence 89d10'48"E 288.05', thence S67d38'11"E 91.69', thence S07d12'57"E 83.40', thence S30d28'20"W 103.52', thence S49d49'36"W 126.12', thence N32d03'41"W 218.09', thence N64d53'00"W 76.41', thence S10d32'32"W 109.67', thence N73d18'12"W 312.94' thence N34d42'43"W 105.67' to the POB, an area of 2.35 Acres, more or less.

¹ All design elements and references in these legal descriptions reference the N4 of Section 19, which has not been established by survey.

² Per the October, 2022 Assessor's Legal Description of Parcel 202-19-002A, the NE Corner of the parcel is referenced as the N4 of Section 19. In the 2008 conversion from paper maps to the County's digital GIS, Map Book 202-19 was aligned to USBLM digital PLSS 2006 version. It is not uncommon in undeveloped portions of the county for the PLSS section corners to deviate substantially. Thus, in 2019 the entire 202-19 map book was aligned using known offsets for US-191. Parcel 202-19-002A and its adjacent parcels were also moved to align the western parcel boundary to a visible fence line seen in the Google Maps aeriels. To validate this approximation of the parcel and thus the NW Cor, dimensions were checked against the paper referenced parcel dimensions in Map Book 202-19, and found to be within 0.2%-1% of the original paper map dimensions.

Area 4: Un-named local access road Low Water Crossing (In Tract 19):

COM N4 COR¹ (Assumed as the NE Cor of Parcel 202-19-002A²) thence S87d58'43"E 439.29', to a point on the SE Corner of a concrete slab structure, used as construction control;
Thence S69d10'36"E 800.84' TO POB.

Thence N49d49'36"E 48.23', thence S32d02'32"E 54.11", thence S65d44'38"E 60.90', thence S15d30'36"E 40.64', thence N89d18'04"W 55.77', thence N28d12'01"W 39.07', thence N62d06'42"W 57.66', thence North 17.42', thence N33d41'04" 38.84' to POB, an area of 0.25 Acres, more or less.

Area 5: N6334 Low Water Crossing (In Tract 20):

COM N4 COR¹ (Assumed as the NE Cor of Parcel 202-19-002A²) thence S87d58'43"E 439.29', to a point on the SE Corner of a concrete slab structure, used as construction control;
Thence S63d34'19"E 889.36' TO POB.

Thence 89d18'04"W 55.77', thence S11d38'57"E 84.44', thence S65d37'22"E 114.00', thence S23d49'20"W 34.14', thence N66d39'22"W 122.06', thence N24d02'57"W 125.14' to POB, an area of 0.20 Acres, more or less.

This legal description:

- Is not intended to supplant a legal survey, and is geographically located³ using the Best Available mapping Information.
- Is intended to describe easement areas within Parcel 202-19-002A, for the sole purpose of a legal easement for flood control improvements, referencing the NE Cor of the parcel as described in the Assessor's legal description of record;
- Defines proposed construction areas using engineering mapping precision⁴, and are accurate with respect to each other, approximate size, and relative placement to a known concrete structure whose SE corner is used for construction control.⁵ This Construction Control Point and its relationship to Areas 1-5 is shown in Exhibit B.

³ To tie the metes and bounds Area descriptions to the host parcel, (where the Assessor's legal description on record refers to the northeast corner of the parcel as the N4 of Section 19), a Construction Control Point based on an existing concrete slab bridge section, is referenced relative to the parcel corner. The parcel corner, as shown in Apache County Map Book 202-19, follows GIS resource-grade mapping standards, and is not intended as a substitute for a legal survey.

⁴ The 2022 design of the referenced improvements in the metes and bounds descriptions, was based on 2022 drone point cloud information and high resolution photography to identify relative distances and placement of improvements referenced herein using the technology's improved precision. Although the County has performed its due diligence in validating the use of drone technology for heavy earthwork and flood control construction projects, and utilizes best practices when relying upon the data for both vertical and horizontal precision, the areas defined in this document are considered reliable for their intended purpose of defining the proposed constructed limits of each feature. However, for the purposes of geographic accuracy, the values are based upon the assumption that the northwest corner of the parcel represents the N4 of the Section 19. For this reason, a 10' buffer has been provided around each feature, to accommodate for equipment turnaround, staging, within the precision expected of heavy earthwork construction.

⁵ The Construction Control Point (shown in Exhibit B) is used as an established point in the project area, and all Points of Beginning for each area are referenced from this control point. For example, should the N4 Section Corner be surveyed, the relative bearing and distance between the N4 Cor and the Construction Control Point would need to be recalculated, but all POB's from the Construction Control Point, and the individual Area metes and bounds description, would remain the same.

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

AG-001 (01/15/2014)

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

Finance Clayton Qerson

Date/Signature: 11/27/23

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 November 7, 2023 to December 5, 2023. 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 12-5-23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1119819	10/31/2023	Accounts Payable	ALTON JOE SHEPHERD	\$582.92
NBAZ - Warrant Clearing Account	Check	1119820	10/31/2023	Accounts Payable	ALTON JOE SHEPHERD	\$13.10
NBAZ - Warrant Clearing Account	Check	1119821	10/31/2023	Accounts Payable	ALLEGRA	\$1498.61
NBAZ - Warrant Clearing Account	Check	1119822	10/31/2023	Accounts Payable	ALSCO INC	\$656.47
NBAZ - Warrant Clearing Account	Check	1119823	10/31/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$7561.01
NBAZ - Warrant Clearing Account	Check	1119824	10/31/2023	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	\$2763.00
NBAZ - Warrant Clearing Account	Check	1119825	10/31/2023	Accounts Payable	APCO INTERNATIONAL INC	\$375.00
NBAZ - Warrant Clearing Account	Check	1119826	10/31/2023	Accounts Payable	ARIZONA ASSOC OF ASSESSING OFFICERS	\$330.00
NBAZ - Warrant Clearing Account	Check	1119827	10/31/2023	Accounts Payable	ASHTONS REPAIR INC	\$802.05
NBAZ - Warrant Clearing Account	Check	1119828	10/31/2023	Accounts Payable	AT&T MOBILITY II LLC	\$99.72
NBAZ - Warrant Clearing Account	Check	1119829	10/31/2023	Accounts Payable	AZ ASSOCIATION OF SUPERIOR COURT CLERKS	\$150.00
NBAZ - Warrant Clearing Account	Check	1119830	10/31/2023	Accounts Payable	AZ REPUBLIC	\$857.07
NBAZ - Warrant Clearing Account	Check	1119831	10/31/2023	Accounts Payable	AZ SUPREME COURT	\$250.00
NBAZ - Warrant Clearing Account	Check	1119832	10/31/2023	Accounts Payable	B&R TRUCKING	\$8280.00
NBAZ - Warrant Clearing Account	Check	1119833	10/31/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	\$278.10
NBAZ - Warrant Clearing Account	Check	1119834	10/31/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$2776.32
NBAZ - Warrant Clearing Account	Check	1119835	10/31/2023	Accounts Payable	BRIAN BELL	\$150.00
NBAZ - Warrant Clearing Account	Check	1119836	10/31/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$641.50
NBAZ - Warrant Clearing Account	Check	1119837	10/31/2023	Accounts Payable	BURNHAM MORTUARY	\$560.46
NBAZ - Warrant Clearing Account	Check	1119838	10/31/2023	Accounts Payable	BURNHAM MORTUARY	\$495.00
NBAZ - Warrant Clearing Account	Check	1119839	10/31/2023	Accounts Payable	AMY F BUTCHER	\$65.53
NBAZ - Warrant Clearing Account	Check	1119840	10/31/2023	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	\$6100.38
NBAZ - Warrant Clearing Account	Check	1119841	10/31/2023	Accounts Payable	CORDANT HEALTH SOLUTIONS	\$190.00
NBAZ - Warrant Clearing Account	Check	1119842	10/31/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$67.42
NBAZ - Warrant Clearing Account	Check	1119843	10/31/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$96.98
NBAZ - Warrant Clearing Account	Check	1119844	10/31/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$224.01
NBAZ - Warrant Clearing Account	Check	1119845	10/31/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$129.36
NBAZ - Warrant Clearing Account	Check	1119846	10/31/2023	Accounts Payable	DEMCO INC	\$2021.26
NBAZ - Warrant Clearing Account	Check	1119847	10/31/2023	Accounts Payable	DIAMONDBACK POLICE SUPPLY CO INC	\$1997.80
NBAZ - Warrant Clearing Account	Check	1119848	10/31/2023	Accounts Payable	EMPIRE MACHINERY	\$1823.16
NBAZ - Warrant Clearing Account	Check	1119849	10/31/2023	Accounts Payable	EVERBRIDGE INC	\$36003.14
NBAZ - Warrant Clearing Account	Check	1119850	10/31/2023	Accounts Payable	FIELDS OUTDOOR ADVENTURES, LLP	\$5115.00
NBAZ - Warrant Clearing Account	Check	1119851	10/31/2023	Accounts Payable	FRONTIER	\$242.48
NBAZ - Warrant Clearing Account	Check	1119852	10/31/2023	Accounts Payable	FRONTIER	\$98.43
NBAZ - Warrant Clearing Account	Check	1119853	10/31/2023	Accounts Payable	FRONTIER	\$206.33
NBAZ - Warrant Clearing Account	Check	1119854	10/31/2023	Accounts Payable	FRONTIER	\$128.35
NBAZ - Warrant Clearing Account	Check	1119855	10/31/2023	Accounts Payable	FRONTIER	\$125.79
NBAZ - Warrant Clearing Account	Check	1119856	10/31/2023	Accounts Payable	FRONTIER	\$448.34
NBAZ - Warrant Clearing Account	Check	1119857	10/31/2023	Accounts Payable	FRONTIER	\$933.85
NBAZ - Warrant Clearing Account	Check	1119858	10/31/2023	Accounts Payable	FRONTIER	\$361.04
NBAZ - Warrant Clearing Account	Check	1119859	10/31/2023	Accounts Payable	FSU CENTER FOR PREVENTION AND EIP	\$700.00
NBAZ - Warrant Clearing Account	Check	1119860	10/31/2023	Accounts Payable	FUTURE TIRE	\$567.80
NBAZ - Warrant Clearing Account	Check	1119861	10/31/2023	Accounts Payable	GALLUP INDEPENDENT	\$1396.59
NBAZ - Warrant Clearing Account	Check	1119862	10/31/2023	Accounts Payable	GOLDTOOTH PRECISION SOLUTIONS INC	\$6410.21
NBAZ - Warrant Clearing Account	Check	1119863	10/31/2023	Accounts Payable	HIGH COUNTRY SIGNS LLC	\$1125.00
NBAZ - Warrant Clearing Account	Check	1119864	10/31/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$307.75
NBAZ - Warrant Clearing Account	Check	1119865	10/31/2023	Accounts Payable	HOME DEPOT	\$1454.60
NBAZ - Warrant Clearing Account	Check	1119866	10/31/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$400.00
NBAZ - Warrant Clearing Account	Check	1119867	10/31/2023	Accounts Payable	JCG TECHNOLOGIES INC	\$3150.00
NBAZ - Warrant Clearing Account	Check	1119868	10/31/2023	Accounts Payable	JURY SYSTEMS INCORPORATED	\$1034.00
NBAZ - Warrant Clearing Account	Check	1119869	10/31/2023	Accounts Payable	LAWSON PRODUCTS INC	\$268.27
NBAZ - Warrant Clearing Account	Check	1119870	10/31/2023	Accounts Payable	LIVCO WATER & SEWER COMPANY	\$26.98
NBAZ - Warrant Clearing Account	Check	1119871	10/31/2023	Accounts Payable	LOWES #24	\$25.16
NBAZ - Warrant Clearing Account	Check	1119872	10/31/2023	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	\$1481.22
NBAZ - Warrant Clearing Account	Check	1119873	10/31/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$269.06
NBAZ - Warrant Clearing Account	Check	1119874	10/31/2023	Accounts Payable	NAPA	\$1935.68
NBAZ - Warrant Clearing Account	Check	1119875	10/31/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$129.75
NBAZ - Warrant Clearing Account	Check	1119876	10/31/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$1507.10
NBAZ - Warrant Clearing Account	Check	1119877	10/31/2023	Accounts Payable	NEWMAN SIGNS INC	\$504.72
NBAZ - Warrant Clearing Account	Check	1119878	10/31/2023	Accounts Payable	NORTHEASTERN ANESTHESIA PLLC	\$161.08
NBAZ - Warrant Clearing Account	Check	1119879	10/31/2023	Accounts Payable	NTUA WIRELESS, LLC	\$5220.02
NBAZ - Warrant Clearing Account	Check	1119880	10/31/2023	Accounts Payable	O'REILLY AUTO PARTS	\$465.31
NBAZ - Warrant Clearing Account	Check	1119881	10/31/2023	Accounts Payable	OVERDRIVE INC	\$843.58
NBAZ - Warrant Clearing Account	Check	1119882	10/31/2023	Accounts Payable	PAGE STEEL	\$155.96
NBAZ - Warrant Clearing Account	Check	1119883	10/31/2023	Accounts Payable	PENWORTHY COMPANY	\$288.97
NBAZ - Warrant Clearing Account	Check	1119884	10/31/2023	Accounts Payable	PERFECT PRINTZ LLC	\$7383.24
NBAZ - Warrant Clearing Account	Check	1119885	10/31/2023	Accounts Payable	PREMIUM PROPANE LLC	\$211.26
NBAZ - Warrant Clearing Account	Check	1119886	10/31/2023	Accounts Payable	QUILL CORP	\$1928.88
NBAZ - Warrant Clearing Account	Check	1119887	10/31/2023	Accounts Payable	RAY ALLEN MANUFACTURING LLC	\$61.52
NBAZ - Warrant Clearing Account	Check	1119888	10/31/2023	Accounts Payable	RIGG LAW FIRM PLLC	\$5000.00
NBAZ - Warrant Clearing Account	Check	1119889	10/31/2023	Accounts Payable	RIM COUNTRY MECHANICAL	\$139.00
NBAZ - Warrant Clearing Account	Check	1119890	10/31/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1316.26
NBAZ - Warrant Clearing Account	Check	1119891	10/31/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$498.26
NBAZ - Warrant Clearing Account	Check	1119892	10/31/2023	Accounts Payable	ST JOHNS CITY	\$142.81
NBAZ - Warrant Clearing Account	Check	1119893	10/31/2023	Accounts Payable	SUMMIT FUNERAL HOME	\$434.88
NBAZ - Warrant Clearing Account	Check	1119894	10/31/2023	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$115.27
NBAZ - Warrant Clearing Account	Check	1119895	10/31/2023	Accounts Payable	DALE SHAWN TAYLOR	\$5000.00
NBAZ - Warrant Clearing Account	Check	1119896	10/31/2023	Accounts Payable	TOWER SAFETY & CONSTRUCTION	\$5400.00
NBAZ - Warrant Clearing Account	Check	1119897	10/31/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$66.13
NBAZ - Warrant Clearing Account	Check	1119898	10/31/2023	Accounts Payable	TRIPLE R FUELS	\$5.00
NBAZ - Warrant Clearing Account	Check	1119899	10/31/2023	Accounts Payable	TYLER TECHNOLOGIES INC	\$2405.66

NBAZ - Warrant Clearing Account	Check	1119900	10/31/2023	Accounts Payable	VALLEY AUTO PARTS	\$8.18
NBAZ - Warrant Clearing Account	Check	1119901	10/31/2023	Accounts Payable	VALLEY IMAGING SOLUTIONS	\$279.60
NBAZ - Warrant Clearing Account	Check	1119902	10/31/2023	Accounts Payable	VERIZON WIRELESS	\$1581.88
NBAZ - Warrant Clearing Account	Check	1119903	10/31/2023	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	\$246.94
NBAZ - Warrant Clearing Account	Check	1119904	10/31/2023	Accounts Payable	WASTE MANAGEMENT OF AZ	\$197.04
NBAZ - Warrant Clearing Account	Check	1119905	10/31/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	\$102.26
NBAZ - Warrant Clearing Account	Check	1119906	10/31/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$5134.83
NBAZ - Warrant Clearing Account	Check	1119907	10/31/2023	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	\$30.00
NBAZ - Warrant Clearing Account	Check	1119908	10/31/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$489.58
NBAZ - Warrant Clearing Account	Check	1119909	10/31/2023	Accounts Payable	FAYE WURSTNER-REAGAN	\$1108.00
NBAZ - Warrant Clearing Account	Check	1119910	10/31/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$246.68
NBAZ - Warrant Clearing Account	Check	1119911	11/01/2023	Accounts Payable	GLORIA BOWMAN	\$100.00
NBAZ - Warrant Clearing Account	Check	1119912	11/01/2023	Accounts Payable	ROGER STUART CURTIS	\$517.48
NBAZ - Warrant Clearing Account	Check	1119913	11/01/2023	Accounts Payable	DYLLIN RICK ELLINGTON	\$133.00
NBAZ - Warrant Clearing Account	Check	1119914	11/01/2023	Accounts Payable	DARYL GREER	\$105.04
NBAZ - Warrant Clearing Account	Check	1119915	11/01/2023	Accounts Payable	RICHARD C GUINN	\$47.44
NBAZ - Warrant Clearing Account	Check	1119916	11/01/2023	Accounts Payable	ROSCOE GEORGE HERRERA	\$133.00
NBAZ - Warrant Clearing Account	Check	1119917	11/01/2023	Accounts Payable	MICHELLE JONES	\$24.22
NBAZ - Warrant Clearing Account	Check	1119918	11/01/2023	Accounts Payable	ANNE T MACGREGOR	\$93.20
NBAZ - Warrant Clearing Account	Check	1119919	11/01/2023	Accounts Payable	ANTONY C NOTAH	\$73.61
NBAZ - Warrant Clearing Account	Check	1119920	11/01/2023	Accounts Payable	CHRISTOPHER R PADILLA	\$736.02
NBAZ - Warrant Clearing Account	Check	1119921	11/01/2023	Accounts Payable	DOUGLAS LANCE PEARCE	\$1116.20
NBAZ - Warrant Clearing Account	Check	1119922	11/01/2023	Accounts Payable	SHANNA Y PEARCE	\$288.01
NBAZ - Warrant Clearing Account	Check	1119923	11/01/2023	Accounts Payable	CELESTE ROBERTSON	\$230.00
NBAZ - Warrant Clearing Account	Check	1119924	11/01/2023	Accounts Payable	JOHN SCRUGGS	\$133.00
NBAZ - Warrant Clearing Account	Check	1119925	11/01/2023	Accounts Payable	AMANDA NICHOLE SIMMONS	\$413.64
NBAZ - Warrant Clearing Account	Check	1119926	11/01/2023	Accounts Payable	JEFF SODERQUIST	\$133.00
NBAZ - Warrant Clearing Account	Check	1119927	11/01/2023	Accounts Payable	MICHAEL JAMES SWOPE	\$30.00
NBAZ - Warrant Clearing Account	Check	1119928	11/01/2023	Accounts Payable	RITA VAUGHAN	\$177.00
NBAZ - Warrant Clearing Account	Check	1119929	11/01/2023	Accounts Payable	ALICE JO WEBB	\$88.26
NBAZ - Warrant Clearing Account	Check	1119930	11/01/2023	Accounts Payable	DERRICK YAZZIE	\$179.00
NBAZ - Warrant Clearing Account	Check	1119931	11/02/2023	Accounts Payable	DIRECTV LLC	\$94.24
NBAZ - Warrant Clearing Account	Check	1119932	11/02/2023	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	\$676.50
NBAZ - Warrant Clearing Account	Check	1119933	11/02/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE A2	\$522.07
NBAZ - Warrant Clearing Account	Check	1119934	11/07/2023	Accounts Payable	ALTON JOE SHEPHERD	\$2.86
NBAZ - Warrant Clearing Account	Check	1119935	11/07/2023	Accounts Payable	ALTON JOE SHEPHERD	\$132.31
NBAZ - Warrant Clearing Account	Check	1119936	11/07/2023	Accounts Payable	ROBERT TAHE	\$200.00
NBAZ - Warrant Clearing Account	Check	1119937	11/07/2023	Accounts Payable	ADVANCED AIR SYSTEMS LLC	\$647.00
NBAZ - Warrant Clearing Account	Check	1119938	11/07/2023	Accounts Payable	ALLEGRA	\$5804.96
NBAZ - Warrant Clearing Account	Check	1119939	11/07/2023	Accounts Payable	ALSCO INC	\$975.13
NBAZ - Warrant Clearing Account	Check	1119940	11/07/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$8898.65
NBAZ - Warrant Clearing Account	Check	1119941	11/07/2023	Accounts Payable	AMERICAN OUTDOOR ADVERTISING LLC	\$249.00
NBAZ - Warrant Clearing Account	Check	1119942	11/07/2023	Accounts Payable	APACHE COUNTY	\$427.21
NBAZ - Warrant Clearing Account	Check	1119943	11/07/2023	Accounts Payable	ARDURRA (FORMERLY WOODSON ENGINEERING & SURVEYING)	\$4615.00
NBAZ - Warrant Clearing Account	Check	1119944	11/07/2023	Accounts Payable	ARIZONA ASSOC OF ASSESSING OFFICERS	\$250.00
NBAZ - Warrant Clearing Account	Check	1119945	11/07/2023	Accounts Payable	ARIZONA SHERIFF'S ASSOCIATION	\$2500.00
NBAZ - Warrant Clearing Account	Check	1119946	11/07/2023	Accounts Payable	AZ COUNTIES INSURANCE POOL	\$587.00
NBAZ - Warrant Clearing Account	Check	1119947	11/07/2023	Accounts Payable	AZ DEPT OF HEALTH SERVICES	\$548.00
NBAZ - Warrant Clearing Account	Check	1119948	11/07/2023	Accounts Payable	AZ DEPT OF REVENUE	\$12200.57
NBAZ - Warrant Clearing Account	Check	1119949	11/07/2023	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	\$880.41
NBAZ - Warrant Clearing Account	Check	1119950	11/07/2023	Accounts Payable	AZ STATE GOVERNMENT	\$8592.00
NBAZ - Warrant Clearing Account	Check	1119951	11/07/2023	Accounts Payable	AZ SUPREME COURT	\$276.00
NBAZ - Warrant Clearing Account	Check	1119952	11/07/2023	Accounts Payable	B&R TRUCKING	\$10667.20
NBAZ - Warrant Clearing Account	Check	1119953	11/07/2023	Accounts Payable	AMBER BACA	\$23.07
NBAZ - Warrant Clearing Account	Check	1119954	11/07/2023	Accounts Payable	ROSELITA ANN BAHE	\$466.00
NBAZ - Warrant Clearing Account	Check	1119955	11/07/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	\$19.42
NBAZ - Warrant Clearing Account	Check	1119956	11/07/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$3621.08
NBAZ - Warrant Clearing Account	Check	1119957	11/07/2023	Accounts Payable	SARAH MAE BEGAY	\$410.00
NBAZ - Warrant Clearing Account	Check	1119958	11/07/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$1581.56
NBAZ - Warrant Clearing Account	Check	1119959	11/07/2023	Accounts Payable	BOOT BARN	\$167.49
NBAZ - Warrant Clearing Account	Check	1119960	11/07/2023	Accounts Payable	BROWN'S PARTSMASTER INC	\$827.34
NBAZ - Warrant Clearing Account	Check	1119961	11/07/2023	Accounts Payable	BURNHAM MORTUARY	\$495.00
NBAZ - Warrant Clearing Account	Check	1119962	11/07/2023	Accounts Payable	BURNHAM MORTUARY	\$600.00
NBAZ - Warrant Clearing Account	Check	1119963	11/07/2023	Accounts Payable	LARISSA A CAMPBELL	\$60.00
NBAZ - Warrant Clearing Account	Check	1119964	11/07/2023	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	\$111.20
NBAZ - Warrant Clearing Account	Check	1119965	11/07/2023	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	\$54240.00
NBAZ - Warrant Clearing Account	Check	1119966	11/07/2023	Accounts Payable	COMMNET WIRELESS LLC	\$75000.00
NBAZ - Warrant Clearing Account	Check	1119967	11/07/2023	Accounts Payable	COURTESY CHEVROLET	\$169455.12
NBAZ - Warrant Clearing Account	Check	1119968	11/07/2023	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	\$67.35
NBAZ - Warrant Clearing Account	Check	1119969	11/07/2023	Accounts Payable	CPL JOE MCCARTHY FOUNDATION	\$500.00
NBAZ - Warrant Clearing Account	Check	1119970	11/07/2023	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	\$12470.00
NBAZ - Warrant Clearing Account	Check	1119971	11/07/2023	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	\$978.75
NBAZ - Warrant Clearing Account	Check	1119972	11/07/2023	Accounts Payable	DAVIS TRUE VALUE HARDWARE	\$297.98
NBAZ - Warrant Clearing Account	Check	1119973	11/07/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$70.27
NBAZ - Warrant Clearing Account	Check	1119974	11/07/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$203.17
NBAZ - Warrant Clearing Account	Check	1119975	11/07/2023	Accounts Payable	DELL COMPUTER CORPORATION	\$4197.75
NBAZ - Warrant Clearing Account	Check	1119976	11/07/2023	Accounts Payable	DISH NETWORK	\$141.20
NBAZ - Warrant Clearing Account	Check	1119977	11/07/2023	Accounts Payable	DITTY'S PIZZA AND PIE	\$70.24
NBAZ - Warrant Clearing Account	Check	1119978	11/07/2023	Accounts Payable	EMPIRE MACHINERY	\$5195.05
NBAZ - Warrant Clearing Account	Check	1119979	11/07/2023	Accounts Payable	EMPIRE POWER SYSTEMS AND EMPIRE SOUTHWEST LLC	\$1889.65
NBAZ - Warrant Clearing Account	Check	1119980	11/07/2023	Accounts Payable	EPIC MOTORSPORTS CORP	\$5729.99
NBAZ - Warrant Clearing Account	Check	1119981	11/07/2023	Accounts Payable	FBI-LEEDA INC	\$100.00

NBAZ - Warrant Clearing Account	Check	1119982	11/07/2023	Accounts Payable	FLEET PRIDE	\$1196.33
NBAZ - Warrant Clearing Account	Check	1119983	11/07/2023	Accounts Payable	FRONTIER	\$4299.78
NBAZ - Warrant Clearing Account	Check	1119984	11/07/2023	Accounts Payable	FRONTIER	\$106.69
NBAZ - Warrant Clearing Account	Check	1119985	11/07/2023	Accounts Payable	GALL'S INC	\$452.05
NBAZ - Warrant Clearing Account	Check	1119986	11/07/2023	Accounts Payable	GALLUP INDEPENDENT	\$1368.51
NBAZ - Warrant Clearing Account	Check	1119987	11/07/2023	Accounts Payable	GILA BROADBAND	\$740.00
NBAZ - Warrant Clearing Account	Check	1119988	11/07/2023	Accounts Payable	GLAXO SMITHKLINE PHARMACY	\$14709.65
NBAZ - Warrant Clearing Account	Check	1119989	11/07/2023	Accounts Payable	GOLIGHTLY TIRE	\$4598.61
NBAZ - Warrant Clearing Account	Check	1119990	11/07/2023	Accounts Payable	GRAINGER	\$17.57
NBAZ - Warrant Clearing Account	Check	1119991	11/07/2023	Accounts Payable	JESSICA ANN HAMBLIN	\$327.64
NBAZ - Warrant Clearing Account	Check	1119992	11/07/2023	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	\$3403.00
NBAZ - Warrant Clearing Account	Check	1119993	11/07/2023	Accounts Payable	KLINT HEAP	\$1562.80
NBAZ - Warrant Clearing Account	Check	1119994	11/07/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$126.85
NBAZ - Warrant Clearing Account	Check	1119995	11/07/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$413.33
NBAZ - Warrant Clearing Account	Check	1119996	11/07/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$1543.42
NBAZ - Warrant Clearing Account	Check	1119997	11/07/2023	Accounts Payable	HOME DEPOT	\$441.30
NBAZ - Warrant Clearing Account	Check	1119998	11/07/2023	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS	\$1200.00
NBAZ - Warrant Clearing Account	Check	1119999	11/07/2023	Accounts Payable	INTERNATIONAL CODE COUNCIL (ICC)	\$519.02
NBAZ - Warrant Clearing Account	Check	1120000	11/07/2023	Accounts Payable	JCG TECHNOLOGIES INC	\$525.00
NBAZ - Warrant Clearing Account	Check	1120001	11/07/2023	Accounts Payable	KIS-AANI CATERING SERVICE	\$445.20
NBAZ - Warrant Clearing Account	Check	1120002	11/07/2023	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	\$4960.00
NBAZ - Warrant Clearing Account	Check	1120003	11/07/2023	Accounts Payable	LAWSON PRODUCTS INC	\$56.25
NBAZ - Warrant Clearing Account	Check	1120004	11/07/2023	Accounts Payable	LEXIPOL LLC	\$12167.27
NBAZ - Warrant Clearing Account	Check	1120005	11/07/2023	Accounts Payable	LIBERTY FENCE AND SUPPLY	\$59.68
NBAZ - Warrant Clearing Account	Check	1120006	11/07/2023	Accounts Payable	LIVCO WATER & SEWER COMPANY	\$400.38
NBAZ - Warrant Clearing Account	Check	1120007	11/07/2023	Accounts Payable	LUPTON CHAPTER	\$500.00
NBAZ - Warrant Clearing Account	Check	1120008	11/07/2023	Accounts Payable	MAJESTIC MUSIC LLC	\$1799.98
NBAZ - Warrant Clearing Account	Check	1120009	11/07/2023	Accounts Payable	AMY RENNE MALE	\$427.00
NBAZ - Warrant Clearing Account	Check	1120010	11/07/2023	Accounts Payable	MARLIN LEASING CORPORATION	\$557.62
NBAZ - Warrant Clearing Account	Check	1120011	11/07/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$39647.75
NBAZ - Warrant Clearing Account	Check	1120012	11/07/2023	Accounts Payable	NAPA	\$1537.59
NBAZ - Warrant Clearing Account	Check	1120013	11/07/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$1216.10
NBAZ - Warrant Clearing Account	Check	1120014	11/07/2023	Accounts Payable	NAVAJO WESTERNERS	\$978.47
NBAZ - Warrant Clearing Account	Check	1120015	11/07/2023	Accounts Payable	NEWMAN SIGNS INC	\$5388.54
NBAZ - Warrant Clearing Account	Check	1120016	11/07/2023	Accounts Payable	O'REILLY AUTO PARTS	\$2882.16
NBAZ - Warrant Clearing Account	Check	1120017	11/07/2023	Accounts Payable	OVERDRIVE INC	\$1169.47
NBAZ - Warrant Clearing Account	Check	1120018	11/07/2023	Accounts Payable	PERFECT PRINTZ LLC	\$257.22
NBAZ - Warrant Clearing Account	Check	1120019	11/07/2023	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	\$6500.00
NBAZ - Warrant Clearing Account	Check	1120020	11/07/2023	Accounts Payable	QUALITY CARQUEST	\$786.47
NBAZ - Warrant Clearing Account	Check	1120021	11/07/2023	Accounts Payable	QUILL CORP	\$2100.90
NBAZ - Warrant Clearing Account	Check	1120022	11/07/2023	Accounts Payable	RAELENE RABAN	\$280.98
NBAZ - Warrant Clearing Account	Check	1120023	11/07/2023	Accounts Payable	REDW LLC	\$1802.50
NBAZ - Warrant Clearing Account	Check	1120024	11/07/2023	Accounts Payable	RELIABLE BACKGROUND SCREENING	\$634.00
NBAZ - Warrant Clearing Account	Check	1120025	11/07/2023	Accounts Payable	RHINEHART OIL CO	\$23046.01
NBAZ - Warrant Clearing Account	Check	1120026	11/07/2023	Accounts Payable	JODI H ROTHLSBERGER	\$790.00
NBAZ - Warrant Clearing Account	Check	1120027	11/07/2023	Accounts Payable	ROUND VALLEY SENIOR CENTER	\$500.00
NBAZ - Warrant Clearing Account	Check	1120028	11/07/2023	Accounts Payable	RUSH TRUCK CENTER	\$978.76
NBAZ - Warrant Clearing Account	Check	1120029	11/07/2023	Accounts Payable	RWC GROUP	\$2263.02
NBAZ - Warrant Clearing Account	Check	1120030	11/07/2023	Accounts Payable	SAFELITE AUTO GLASS	\$765.32
NBAZ - Warrant Clearing Account	Check	1120031	11/07/2023	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	\$1091.00
NBAZ - Warrant Clearing Account	Check	1120032	11/07/2023	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	\$350.00
NBAZ - Warrant Clearing Account	Check	1120033	11/07/2023	Accounts Payable	SARATOGA RACK MARKETING LLC	\$20577.95
NBAZ - Warrant Clearing Account	Check	1120034	11/07/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$2529.71
NBAZ - Warrant Clearing Account	Check	1120035	11/07/2023	Accounts Payable	SELLMARK CORPORATION	\$260.64
NBAZ - Warrant Clearing Account	Check	1120036	11/07/2023	Accounts Payable	SIERRA PROPANE	\$342.80
NBAZ - Warrant Clearing Account	Check	1120037	11/07/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$161.07
NBAZ - Warrant Clearing Account	Check	1120038	11/07/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$250.13
NBAZ - Warrant Clearing Account	Check	1120039	11/07/2023	Accounts Payable	SPARKLETT'S WATER	\$9.29
NBAZ - Warrant Clearing Account	Check	1120040	11/07/2023	Accounts Payable	SRFAX (J2 GLOBAL CANADA INC)	\$95.40
NBAZ - Warrant Clearing Account	Check	1120041	11/07/2023	Accounts Payable	ST JOHNS CITY	\$3783.08
NBAZ - Warrant Clearing Account	Check	1120042	11/07/2023	Accounts Payable	ST JOHNS UNITED DRUG	\$11.51
NBAZ - Warrant Clearing Account	Check	1120043	11/07/2023	Accounts Payable	ST JOHNS/CONCHO SENIOR CITIZENS ASSOC	\$500.00
NBAZ - Warrant Clearing Account	Check	1120044	11/07/2023	Accounts Payable	SUMMIT FUNERAL HOME	\$434.88
NBAZ - Warrant Clearing Account	Check	1120045	11/07/2023	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	\$6850.00
NBAZ - Warrant Clearing Account	Check	1120046	11/07/2023	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$627.19
NBAZ - Warrant Clearing Account	Check	1120047	11/07/2023	Accounts Payable	THE AARONS COMPANY LLC	\$3000.00
NBAZ - Warrant Clearing Account	Check	1120048	11/07/2023	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	\$19.68
NBAZ - Warrant Clearing Account	Check	1120049	11/07/2023	Accounts Payable	THE POUR STATION	\$268.86
NBAZ - Warrant Clearing Account	Check	1120050	11/07/2023	Accounts Payable	TOWN OF EAGAR	\$227.18
NBAZ - Warrant Clearing Account	Check	1120051	11/07/2023	Accounts Payable	TOWN OF SPRINGERVILLE	\$104.00
NBAZ - Warrant Clearing Account	Check	1120052	11/07/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$1077.88
NBAZ - Warrant Clearing Account	Check	1120053	11/07/2023	Accounts Payable	TRIPLE R FUELS	\$10.00
NBAZ - Warrant Clearing Account	Check	1120054	11/07/2023	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	\$3476.72
NBAZ - Warrant Clearing Account	Check	1120055	11/07/2023	Accounts Payable	TYLER TECHNOLOGIES INC	\$2546.15
NBAZ - Warrant Clearing Account	Check	1120056	11/07/2023	Accounts Payable	UNIFIRST CORPORATION	\$185.37
NBAZ - Warrant Clearing Account	Check	1120057	11/07/2023	Accounts Payable	UNITED INFORMATION SERVICES	\$217.84
NBAZ - Warrant Clearing Account	Check	1120058	11/07/2023	Accounts Payable	VALLEY AUTO PARTS	\$62.12
NBAZ - Warrant Clearing Account	Check	1120059	11/07/2023	Accounts Payable	VALLEY IMAGING SOLUTIONS	\$473.15
NBAZ - Warrant Clearing Account	Check	1120060	11/07/2023	Accounts Payable	VERIZON WIRELESS	\$4379.47
NBAZ - Warrant Clearing Account	Check	1120061	11/07/2023	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	\$56.24
NBAZ - Warrant Clearing Account	Check	1120062	11/07/2023	Accounts Payable	DANIELLE J WHITAKER	\$218.61
NBAZ - Warrant Clearing Account	Check	1120063	11/07/2023	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	\$3813.18

NBAZ - Warrant Clearing Account	Check	1120064	11/07/2023	Accounts Payable	ANTONIA WOOD	\$106.36
NBAZ - Warrant Clearing Account	Check	1120065	11/07/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$4476.52
NBAZ - Warrant Clearing Account	Check	1120066	11/07/2023	Accounts Payable	WRIGHT EXPRESS FSC WEX	\$5377.50
NBAZ - Warrant Clearing Account	Check	1120067	11/07/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$1261.04
NBAZ - Warrant Clearing Account	Check	1120068	11/07/2023	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	\$459.82
NBAZ - Warrant Clearing Account	Check	1120069	11/07/2023	Accounts Payable	KENDRA L ARCHULETA	\$15.10
NBAZ - Warrant Clearing Account	Check	1120070	11/07/2023	Accounts Payable	LUCINDA L ATTAKAI	\$283.48
NBAZ - Warrant Clearing Account	Check	1120071	11/07/2023	Accounts Payable	LUCINDA A BALOO	\$32.34
NBAZ - Warrant Clearing Account	Check	1120072	11/07/2023	Accounts Payable	MARLEITA BEGAY	\$7.94
NBAZ - Warrant Clearing Account	Check	1120073	11/07/2023	Accounts Payable	CAROLYN BENALLY	\$248.64
NBAZ - Warrant Clearing Account	Check	1120074	11/07/2023	Accounts Payable	PAULA MARIE BILLY	\$235.00
NBAZ - Warrant Clearing Account	Check	1120075	11/07/2023	Accounts Payable	CLAYTON BOND	\$30.35
NBAZ - Warrant Clearing Account	Check	1120076	11/07/2023	Accounts Payable	TROY D CZARNYSZKA	\$32.00
NBAZ - Warrant Clearing Account	Check	1120077	11/07/2023	Accounts Payable	TINA DAWES	\$8.74
NBAZ - Warrant Clearing Account	Check	1120078	11/07/2023	Accounts Payable	JOSEPH DEDMAN JR	\$227.00
NBAZ - Warrant Clearing Account	Check	1120079	11/07/2023	Accounts Payable	STEPHANIE HANNAH	\$205.26
NBAZ - Warrant Clearing Account	Check	1120080	11/07/2023	Accounts Payable	PATRICIA HILL	\$210.91
NBAZ - Warrant Clearing Account	Check	1120081	11/07/2023	Accounts Payable	JOHN (JACK) INGRAM	\$68.72
NBAZ - Warrant Clearing Account	Check	1120082	11/07/2023	Accounts Payable	DESTINY A JENSEN	\$39.45
NBAZ - Warrant Clearing Account	Check	1120083	11/07/2023	Accounts Payable	TOMMY KIRK	\$251.00
NBAZ - Warrant Clearing Account	Check	1120084	11/07/2023	Accounts Payable	CHARLENE MADRID	\$24.76
NBAZ - Warrant Clearing Account	Check	1120085	11/07/2023	Accounts Payable	LEHI MONTIERH	\$563.55
NBAZ - Warrant Clearing Account	Check	1120086	11/07/2023	Accounts Payable	REITA MOORE	\$541.13
NBAZ - Warrant Clearing Account	Check	1120087	11/07/2023	Accounts Payable	HALEY RHAEE NICOLL	\$91.51
NBAZ - Warrant Clearing Account	Check	1120088	11/07/2023	Accounts Payable	TOBIE KLIESEN OVERSON	\$90.56
NBAZ - Warrant Clearing Account	Check	1120089	11/07/2023	Accounts Payable	RYAN N PATTERSON	\$68.19
NBAZ - Warrant Clearing Account	Check	1120090	11/07/2023	Accounts Payable	DOUGLAS LANCE PEARCE	\$113.01
NBAZ - Warrant Clearing Account	Check	1120091	11/07/2023	Accounts Payable	NANCY QUINN	\$26.16
NBAZ - Warrant Clearing Account	Check	1120092	11/07/2023	Accounts Payable	PRESTON MAURICE RABAN	\$51.42
NBAZ - Warrant Clearing Account	Check	1120093	11/07/2023	Accounts Payable	CAROL A ROBERTS	\$24.36
NBAZ - Warrant Clearing Account	Check	1120094	11/07/2023	Accounts Payable	JOE SHIRLEY JR	\$504.85
NBAZ - Warrant Clearing Account	Check	1120095	11/07/2023	Accounts Payable	JULIA STANTON	\$19.31
NBAZ - Warrant Clearing Account	Check	1120096	11/07/2023	Accounts Payable	TALANO, BRISTINA	\$321.66
NBAZ - Warrant Clearing Account	Check	1120097	11/07/2023	Accounts Payable	JESSE THOMAS	\$510.10
NBAZ - Warrant Clearing Account	Check	1120098	11/07/2023	Accounts Payable	CRAIG TSOSIE	\$6.00
NBAZ - Warrant Clearing Account	Check	1120099	11/07/2023	Accounts Payable	ANDREA ROSE VAUGHN	\$21.45
NBAZ - Warrant Clearing Account	Check	1120100	11/07/2023	Accounts Payable	GARRET LEE WHITING	\$144.00
NBAZ - Warrant Clearing Account	Check	1120101	11/07/2023	Accounts Payable	MICHAEL B WHITING	\$1109.67
NBAZ - Warrant Clearing Account	Check	1120102	11/07/2023	Accounts Payable	DERRICK YAZZIE	\$32.00
NBAZ - Warrant Clearing Account	Check	1120103	11/07/2023	Accounts Payable	NATIONAL BANK	\$37386.36
NBAZ - Warrant Clearing Account	Check	1120104	11/07/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	\$175.46
NBAZ - Warrant Clearing Account	Check	1120105	11/07/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 3040	\$1264.48
NBAZ - Warrant Clearing Account	Check	1120126	11/07/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	\$160.52
NBAZ - Warrant Clearing Account	Check	1120127	11/07/2023	Accounts Payable	APACHE COUNTY FSA	\$855.12
NBAZ - Warrant Clearing Account	Check	1120128	11/07/2023	Accounts Payable	APACHE COUNTY HSA	\$5627.01
NBAZ - Warrant Clearing Account	Check	1120129	11/07/2023	Accounts Payable	APACHE COUNTY MEDICAL	\$198223.32
NBAZ - Warrant Clearing Account	Check	1120130	11/07/2023	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	\$165894.34
NBAZ - Warrant Clearing Account	Check	1120131	11/07/2023	Accounts Payable	ASRS LEGACY EORP	\$11107.92
NBAZ - Warrant Clearing Account	Check	1120132	11/07/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$136911.68
NBAZ - Warrant Clearing Account	Check	1120133	11/07/2023	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1120134	11/07/2023	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	\$990.82
NBAZ - Warrant Clearing Account	Check	1120135	11/07/2023	Accounts Payable	CORP AOC DISABILITY	\$46.28
NBAZ - Warrant Clearing Account	Check	1120136	11/07/2023	Accounts Payable	CORP DISABILITY	\$134.52
NBAZ - Warrant Clearing Account	Check	1120137	11/07/2023	Accounts Payable	CORRECTIONS OFFICER RET PLAN	\$13746.83
NBAZ - Warrant Clearing Account	Check	1120138	11/07/2023	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	\$1194.61
NBAZ - Warrant Clearing Account	Check	1120139	11/07/2023	Accounts Payable	EODCRS DISABILITY	\$12.94
NBAZ - Warrant Clearing Account	Check	1120140	11/07/2023	Accounts Payable	EORP LEGACY	\$3039.91
NBAZ - Warrant Clearing Account	Check	1120141	11/07/2023	Accounts Payable	INDIANA STATE CENTRAL COLLECTION UNIT (INSCCU)	\$173.34
NBAZ - Warrant Clearing Account	Check	1120142	11/07/2023	Accounts Payable	NATIONWIDE	\$3136.57
NBAZ - Warrant Clearing Account	Check	1120143	11/07/2023	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	\$603.59
NBAZ - Warrant Clearing Account	Check	1120144	11/07/2023	Accounts Payable	NATIONWIDE TRUST FSB	\$3008.80
NBAZ - Warrant Clearing Account	Check	1120145	11/07/2023	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	\$162.00
NBAZ - Warrant Clearing Account	Check	1120146	11/07/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$15278.91
NBAZ - Warrant Clearing Account	Check	1120147	11/07/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$10352.61
NBAZ - Warrant Clearing Account	Check	1120148	11/07/2023	Accounts Payable	RIO PUERCO ACRES	\$510.00
NBAZ - Warrant Clearing Account	Check	1120149	11/07/2023	Accounts Payable	SECURITY BENEFIT GROUP	\$340.00
NBAZ - Warrant Clearing Account	Check	1120150	11/07/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1355.38
NBAZ - Warrant Clearing Account	Check	1120151	11/08/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$667.97
NBAZ - Warrant Clearing Account	Check	1120152	11/13/2023	Accounts Payable	EMPIRE MACHINERY	\$178695.00
NBAZ - Warrant Clearing Account	Check	1120153	11/13/2023	Accounts Payable	ALTON JOE SHEPHERD	\$509.51
NBAZ - Warrant Clearing Account	Check	1120154	11/13/2023	Accounts Payable	TOWN OF SPRINGERVILLE	\$500.00
NBAZ - Warrant Clearing Account	Check	1120155	11/14/2023	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	\$38367.31
NBAZ - Warrant Clearing Account	Check	1120156	11/14/2023	Accounts Payable	ALPINE WATER AND SANITARY	\$88.05
NBAZ - Warrant Clearing Account	Check	1120157	11/14/2023	Accounts Payable	ALSCO INC	\$618.69
NBAZ - Warrant Clearing Account	Check	1120158	11/14/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$2183.62
NBAZ - Warrant Clearing Account	Check	1120159	11/14/2023	Accounts Payable	AMIGO CHEVROLET	\$756.18
NBAZ - Warrant Clearing Account	Check	1120160	11/14/2023	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	\$371.49
NBAZ - Warrant Clearing Account	Check	1120161	11/14/2023	Accounts Payable	ARIZONA DAILY SUN	\$184.90
NBAZ - Warrant Clearing Account	Check	1120162	11/14/2023	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	\$698.34
NBAZ - Warrant Clearing Account	Check	1120163	11/14/2023	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	\$1494.55
NBAZ - Warrant Clearing Account	Check	1120164	11/14/2023	Accounts Payable	AZ DEPT OF HEALTH SERVICES	\$2320.00
NBAZ - Warrant Clearing Account	Check	1120165	11/14/2023	Accounts Payable	AZ SUPREME COURT	\$150.00

NBAZ - Warrant Clearing Account	Check	1120166	11/14/2023	Accounts Payable	AZ SUPREME COURT	\$300.00
NBAZ - Warrant Clearing Account	Check	1120167	11/14/2023	Accounts Payable	AZ SUPREME COURT	\$300.00
NBAZ - Warrant Clearing Account	Check	1120168	11/14/2023	Accounts Payable	AZ SUPREME COURT	\$150.00
NBAZ - Warrant Clearing Account	Check	1120169	11/14/2023	Accounts Payable	B&R TRUCKING	\$8280.00
NBAZ - Warrant Clearing Account	Check	1120170	11/14/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	\$446.35
NBAZ - Warrant Clearing Account	Check	1120171	11/14/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$1369.52
NBAZ - Warrant Clearing Account	Check	1120172	11/14/2023	Accounts Payable	SARAH MAE BEGAY	\$60.00
NBAZ - Warrant Clearing Account	Check	1120173	11/14/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$314.10
NBAZ - Warrant Clearing Account	Check	1120174	11/14/2023	Accounts Payable	BOOT BARN	\$529.66
NBAZ - Warrant Clearing Account	Check	1120175	11/14/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	\$51581.76
NBAZ - Warrant Clearing Account	Check	1120176	11/14/2023	Accounts Payable	BREWER LAW OFFICE PLLC	\$10500.00
NBAZ - Warrant Clearing Account	Check	1120177	11/14/2023	Accounts Payable	AMY F BUTCHER	\$926.54
NBAZ - Warrant Clearing Account	Check	1120178	11/14/2023	Accounts Payable	CEDAR GROVE WATER CO	\$83.29
NBAZ - Warrant Clearing Account	Check	1120179	11/14/2023	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$729.56
NBAZ - Warrant Clearing Account	Check	1120180	11/14/2023	Accounts Payable	CONTINUANT INC	\$1385.22
NBAZ - Warrant Clearing Account	Check	1120181	11/14/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$299.70
NBAZ - Warrant Clearing Account	Check	1120182	11/14/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$96.98
NBAZ - Warrant Clearing Account	Check	1120183	11/14/2023	Accounts Payable	DIRECTV LLC	\$109.92
NBAZ - Warrant Clearing Account	Check	1120184	11/14/2023	Accounts Payable	DISH NETWORK	\$144.57
NBAZ - Warrant Clearing Account	Check	1120185	11/14/2023	Accounts Payable	DOGTAMPRO INC	\$288.00
NBAZ - Warrant Clearing Account	Check	1120186	11/14/2023	Accounts Payable	EBSCO SUBSCRIPTION SERVICES/KWIKBOOST LLC	\$2560.01
NBAZ - Warrant Clearing Account	Check	1120187	11/14/2023	Accounts Payable	EMPIRE MACHINERY	\$4488.59
NBAZ - Warrant Clearing Account	Check	1120188	11/14/2023	Accounts Payable	FERRELGAS	\$79.58
NBAZ - Warrant Clearing Account	Check	1120189	11/14/2023	Accounts Payable	FLEET PRIDE	\$1612.50
NBAZ - Warrant Clearing Account	Check	1120190	11/14/2023	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	\$258.27
NBAZ - Warrant Clearing Account	Check	1120191	11/14/2023	Accounts Payable	FRONTIER	\$542.36
NBAZ - Warrant Clearing Account	Check	1120192	11/14/2023	Accounts Payable	FRONTIER	\$218.13
NBAZ - Warrant Clearing Account	Check	1120193	11/14/2023	Accounts Payable	FRONTIER	\$210.92
NBAZ - Warrant Clearing Account	Check	1120194	11/14/2023	Accounts Payable	FRONTIER	\$198.61
NBAZ - Warrant Clearing Account	Check	1120195	11/14/2023	Accounts Payable	FRONTIER	\$198.61
NBAZ - Warrant Clearing Account	Check	1120196	11/14/2023	Accounts Payable	FRONTIER	\$161.30
NBAZ - Warrant Clearing Account	Check	1120197	11/14/2023	Accounts Payable	FRONTIER	\$204.28
NBAZ - Warrant Clearing Account	Check	1120198	11/14/2023	Accounts Payable	FRONTIER	\$211.59
NBAZ - Warrant Clearing Account	Check	1120199	11/14/2023	Accounts Payable	FRONTIER	\$147.87
NBAZ - Warrant Clearing Account	Check	1120200	11/14/2023	Accounts Payable	FRONTIER	\$209.93
NBAZ - Warrant Clearing Account	Check	1120201	11/14/2023	Accounts Payable	FRONTIER	\$234.65
NBAZ - Warrant Clearing Account	Check	1120202	11/14/2023	Accounts Payable	FX TACTICAL LLC	\$1321.26
NBAZ - Warrant Clearing Account	Check	1120203	11/14/2023	Accounts Payable	GALL'S INC	\$146.35
NBAZ - Warrant Clearing Account	Check	1120204	11/14/2023	Accounts Payable	GALLUP WATER WORKS	\$22.25
NBAZ - Warrant Clearing Account	Check	1120205	11/14/2023	Accounts Payable	GRANT MANAGEMENT USA	\$595.00
NBAZ - Warrant Clearing Account	Check	1120206	11/14/2023	Accounts Payable	HAMBLIN LAW OFFICE PLC	\$10500.00
NBAZ - Warrant Clearing Account	Check	1120207	11/14/2023	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	\$1198.00
NBAZ - Warrant Clearing Account	Check	1120208	11/14/2023	Accounts Payable	ROBERT JAMES HIGGINS	\$2829.58
NBAZ - Warrant Clearing Account	Check	1120209	11/14/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$45.27
NBAZ - Warrant Clearing Account	Check	1120210	11/14/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$799.45
NBAZ - Warrant Clearing Account	Check	1120211	11/14/2023	Accounts Payable	HOME DEPOT	\$1936.91
NBAZ - Warrant Clearing Account	Check	1120212	11/14/2023	Accounts Payable	INDUSTRIAL WELDING & SUPPLY CO	\$6650.00
NBAZ - Warrant Clearing Account	Check	1120213	11/14/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$6857.65
NBAZ - Warrant Clearing Account	Check	1120214	11/14/2023	Accounts Payable	KONICA MINOLTA	\$51.65
NBAZ - Warrant Clearing Account	Check	1120215	11/14/2023	Accounts Payable	LANGUAGE LINE SERVICES INC	\$308.38
NBAZ - Warrant Clearing Account	Check	1120216	11/14/2023	Accounts Payable	LOWES #24	\$507.51
NBAZ - Warrant Clearing Account	Check	1120217	11/14/2023	Accounts Payable	MANGUM FAMILY TRUST C/O HOWARD MANGUM	\$5674.44
NBAZ - Warrant Clearing Account	Check	1120218	11/14/2023	Accounts Payable	MARDY MANNING	\$514.95
NBAZ - Warrant Clearing Account	Check	1120219	11/14/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$395.47
NBAZ - Warrant Clearing Account	Check	1120220	11/14/2023	Accounts Payable	MONNIT CORPORATION	\$20.00
NBAZ - Warrant Clearing Account	Check	1120221	11/14/2023	Accounts Payable	NACO	\$1430.00
NBAZ - Warrant Clearing Account	Check	1120222	11/14/2023	Accounts Payable	NAPA	\$707.96
NBAZ - Warrant Clearing Account	Check	1120223	11/14/2023	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	\$365.00
NBAZ - Warrant Clearing Account	Check	1120224	11/14/2023	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	\$343.00
NBAZ - Warrant Clearing Account	Check	1120225	11/14/2023	Accounts Payable	NAVAJO SANITATION INC	\$935.30
NBAZ - Warrant Clearing Account	Check	1120226	11/14/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$5493.41
NBAZ - Warrant Clearing Account	Check	1120227	11/14/2023	Accounts Payable	NAVAJO WESTERNERS	\$104.45
NBAZ - Warrant Clearing Account	Check	1120228	11/14/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$7326.42
NBAZ - Warrant Clearing Account	Check	1120229	11/14/2023	Accounts Payable	NIELSEN WELL DRILLING	\$846.87
NBAZ - Warrant Clearing Account	Check	1120230	11/14/2023	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	\$39.10
NBAZ - Warrant Clearing Account	Check	1120231	11/14/2023	Accounts Payable	O'REILLY AUTO PARTS	\$2913.62
NBAZ - Warrant Clearing Account	Check	1120232	11/14/2023	Accounts Payable	OFFICE DEPOT	\$134.18
NBAZ - Warrant Clearing Account	Check	1120233	11/14/2023	Accounts Payable	QUALITY CARQUEST	\$1056.52
NBAZ - Warrant Clearing Account	Check	1120234	11/14/2023	Accounts Payable	QUILL CORP	\$2839.21
NBAZ - Warrant Clearing Account	Check	1120235	11/14/2023	Accounts Payable	RIGG LAW FIRM PLLC	\$2476.00
NBAZ - Warrant Clearing Account	Check	1120236	11/14/2023	Accounts Payable	RUSH TRUCK CENTER	\$155.56
NBAZ - Warrant Clearing Account	Check	1120237	11/14/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$588.91
NBAZ - Warrant Clearing Account	Check	1120238	11/14/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$194.11
NBAZ - Warrant Clearing Account	Check	1120239	11/14/2023	Accounts Payable	SNOWFLAKE SMOKEHOUSE	\$3567.97
NBAZ - Warrant Clearing Account	Check	1120240	11/14/2023	Accounts Payable	SPARKLETT'S WATER	\$53.94
NBAZ - Warrant Clearing Account	Check	1120241	11/14/2023	Accounts Payable	SPARKLETT'S WATER	\$66.23
NBAZ - Warrant Clearing Account	Check	1120242	11/14/2023	Accounts Payable	SPARKLETT'S WATER	\$387.22
NBAZ - Warrant Clearing Account	Check	1120243	11/14/2023	Accounts Payable	ST JOHNS CITY	\$57.52
NBAZ - Warrant Clearing Account	Check	1120244	11/14/2023	Accounts Payable	THE FOUR STATION	\$26.00
NBAZ - Warrant Clearing Account	Check	1120245	11/14/2023	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	\$160.00
NBAZ - Warrant Clearing Account	Check	1120246	11/14/2023	Accounts Payable	ALENA THOMPSON	\$440.00
NBAZ - Warrant Clearing Account	Check	1120247	11/14/2023	Accounts Payable	THOMSON REUTERS WEST	\$2901.61

NBAZ - Warrant Clearing Account	Check	1120248	11/14/2023	Accounts Payable	TOWN OF EAGAR	\$146.33
NBAZ - Warrant Clearing Account	Check	1120249	11/14/2023	Accounts Payable	TOWN OF SPRINGVILLE	\$218.14
NBAZ - Warrant Clearing Account	Check	1120250	11/14/2023	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	\$81.83
NBAZ - Warrant Clearing Account	Check	1120251	11/14/2023	Accounts Payable	TRINITY SERVICES GROUP INC	\$24299.10
NBAZ - Warrant Clearing Account	Check	1120252	11/14/2023	Accounts Payable	UNIFIRST CORPORATION	\$115.77
NBAZ - Warrant Clearing Account	Check	1120253	11/14/2023	Accounts Payable	VALLEY IMAGING SOLUTIONS	\$380.48
NBAZ - Warrant Clearing Account	Check	1120254	11/14/2023	Accounts Payable	WESTERN DRUG COMPANY	\$10.00
NBAZ - Warrant Clearing Account	Check	1120255	11/14/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$699.59
NBAZ - Warrant Clearing Account	Check	1120256	11/14/2023	Accounts Payable	ANTONIA WOOD	\$272.75
NBAZ - Warrant Clearing Account	Check	1120257	11/14/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$646.65
NBAZ - Warrant Clearing Account	Check	1120258	11/14/2023	Accounts Payable	XEROX CORP	\$75.49
NBAZ - Warrant Clearing Account	Check	1120259	11/14/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$786.75
NBAZ - Warrant Clearing Account	Check	1120260	11/14/2023	Accounts Payable	LUCINDA A BALOO	\$70.60
NBAZ - Warrant Clearing Account	Check	1120261	11/14/2023	Accounts Payable	SHANE LEO BODIE	\$849.16
NBAZ - Warrant Clearing Account	Check	1120262	11/14/2023	Accounts Payable	SHANE LEO BODIE	\$827.67
NBAZ - Warrant Clearing Account	Check	1120263	11/14/2023	Accounts Payable	RODGER DAHOZY	\$571.62
NBAZ - Warrant Clearing Account	Check	1120264	11/14/2023	Accounts Payable	DARYL GREER	\$10.00
NBAZ - Warrant Clearing Account	Check	1120265	11/14/2023	Accounts Payable	LETA HONNIE	\$16.06
NBAZ - Warrant Clearing Account	Check	1120266	11/14/2023	Accounts Payable	JOHN (JACK) INGRAM	\$22.00
NBAZ - Warrant Clearing Account	Check	1120267	11/14/2023	Accounts Payable	MELISSA MEEKS	\$221.75
NBAZ - Warrant Clearing Account	Check	1120268	11/14/2023	Accounts Payable	ANTONY C NOTAH	\$335.98
NBAZ - Warrant Clearing Account	Check	1120269	11/14/2023	Accounts Payable	ELODIA ORTIZ	\$45.00
NBAZ - Warrant Clearing Account	Check	1120270	11/14/2023	Accounts Payable	JESSE CLAYTON ROBINSON	\$22.00
NBAZ - Warrant Clearing Account	Check	1120271	11/14/2023	Accounts Payable	JESSE THOMAS	\$85.22
NBAZ - Warrant Clearing Account	Check	1120272	11/14/2023	Accounts Payable	WARREN THOMAS	\$35.00
NBAZ - Warrant Clearing Account	Check	1120273	11/14/2023	Accounts Payable	MICHAEL B WHITING	\$90.97
NBAZ - Warrant Clearing Account	Check	1120274	11/14/2023	Accounts Payable	SAMUEL A WOOD	\$1415.91
NBAZ - Warrant Clearing Account	Check	1120277	11/15/2023	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	\$142.94
NBAZ - Warrant Clearing Account	Check	1120295	11/20/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	\$160.52
NBAZ - Warrant Clearing Account	Check	1120296	11/20/2023	Accounts Payable	APACHE COUNTY FSA	\$895.12
NBAZ - Warrant Clearing Account	Check	1120297	11/20/2023	Accounts Payable	APACHE COUNTY HSA	\$5627.01
NBAZ - Warrant Clearing Account	Check	1120298	11/20/2023	Accounts Payable	APACHE COUNTY MEDICAL	\$197534.34
NBAZ - Warrant Clearing Account	Check	1120299	11/20/2023	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	\$177516.20
NBAZ - Warrant Clearing Account	Check	1120300	11/20/2023	Accounts Payable	ASRS LEGACY EORP	\$11107.92
NBAZ - Warrant Clearing Account	Check	1120301	11/20/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$137808.44
NBAZ - Warrant Clearing Account	Check	1120302	11/20/2023	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1120303	11/20/2023	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	\$990.82
NBAZ - Warrant Clearing Account	Check	1120304	11/20/2023	Accounts Payable	CORP AOC DISABILITY	\$49.68
NBAZ - Warrant Clearing Account	Check	1120305	11/20/2023	Accounts Payable	CORP DISABILITY	\$139.56
NBAZ - Warrant Clearing Account	Check	1120306	11/20/2023	Accounts Payable	CORRECTIONS OFFICER RET PLAN	\$13838.91
NBAZ - Warrant Clearing Account	Check	1120307	11/20/2023	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	\$1271.43
NBAZ - Warrant Clearing Account	Check	1120308	11/20/2023	Accounts Payable	EODCRS DISABILITY	\$12.94
NBAZ - Warrant Clearing Account	Check	1120309	11/20/2023	Accounts Payable	EORP LEGACY	\$3039.91
NBAZ - Warrant Clearing Account	Check	1120310	11/20/2023	Accounts Payable	INDIANA STATE CENTRAL COLLECTION UNIT (INSCCU)	\$173.34
NBAZ - Warrant Clearing Account	Check	1120311	11/20/2023	Accounts Payable	NATIONWIDE	\$3254.20
NBAZ - Warrant Clearing Account	Check	1120312	11/20/2023	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	\$603.59
NBAZ - Warrant Clearing Account	Check	1120313	11/20/2023	Accounts Payable	NATIONWIDE TRUST FSB	\$3018.26
NBAZ - Warrant Clearing Account	Check	1120314	11/20/2023	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	\$162.00
NBAZ - Warrant Clearing Account	Check	1120315	11/20/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$15278.91
NBAZ - Warrant Clearing Account	Check	1120316	11/20/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$11738.57
NBAZ - Warrant Clearing Account	Check	1120317	11/20/2023	Accounts Payable	RIO PUERCO ACRES	\$510.00
NBAZ - Warrant Clearing Account	Check	1120318	11/20/2023	Accounts Payable	SECURITY BENEFIT GROUP	\$340.00
NBAZ - Warrant Clearing Account	Check	1120319	11/20/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1355.38
NBAZ - Warrant Clearing Account	Check	1120320	11/20/2023	Accounts Payable	DIANA M MORGAN	\$270.52
NBAZ - Warrant Clearing Account	Check	1120321	11/20/2023	Accounts Payable	RYAN N PATTERSON	\$364.17
NBAZ - Warrant Clearing Account	Check	1120322	11/20/2023	Accounts Payable	THE BANCORP BANK	\$195000.00
NBAZ - Warrant Clearing Account	Check	1120323	11/21/2023	Accounts Payable	4IMPRINT	\$1250.54
NBAZ - Warrant Clearing Account	Check	1120324	11/21/2023	Accounts Payable	ADVANCED AIR SYSTEMS LLC	\$861.04
NBAZ - Warrant Clearing Account	Check	1120325	11/21/2023	Accounts Payable	ALLEGRA	\$800.94
NBAZ - Warrant Clearing Account	Check	1120326	11/21/2023	Accounts Payable	ALPINE WATER AND SANITARY	\$69.93
NBAZ - Warrant Clearing Account	Check	1120327	11/21/2023	Accounts Payable	ALSCO INC	\$527.06
NBAZ - Warrant Clearing Account	Check	1120328	11/21/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$13006.38
NBAZ - Warrant Clearing Account	Check	1120329	11/21/2023	Accounts Payable	AMAZON COM INC (Library)	\$593.29
NBAZ - Warrant Clearing Account	Check	1120330	11/21/2023	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	\$168.72
NBAZ - Warrant Clearing Account	Check	1120331	11/21/2023	Accounts Payable	APACHE COUNTY	\$10.50
NBAZ - Warrant Clearing Account	Check	1120332	11/21/2023	Accounts Payable	AZ LABOR LAW POSTER SERVICE	\$99.50
NBAZ - Warrant Clearing Account	Check	1120333	11/21/2023	Accounts Payable	AZ SUPREME COURT	\$50.00
NBAZ - Warrant Clearing Account	Check	1120334	11/21/2023	Accounts Payable	AZLGEBT	\$395130.99
NBAZ - Warrant Clearing Account	Check	1120335	11/21/2023	Accounts Payable	B&R TRUCKING	\$7590.00
NBAZ - Warrant Clearing Account	Check	1120336	11/21/2023	Accounts Payable	AMBER BACA	\$19.90
NBAZ - Warrant Clearing Account	Check	1120337	11/21/2023	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDR RADIO	\$660.00
NBAZ - Warrant Clearing Account	Check	1120338	11/21/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$2431.82
NBAZ - Warrant Clearing Account	Check	1120339	11/21/2023	Accounts Payable	SARAH MAE BEGAY	\$670.00
NBAZ - Warrant Clearing Account	Check	1120340	11/21/2023	Accounts Payable	BLUE 360 MEDIA LLC	\$141.05
NBAZ - Warrant Clearing Account	Check	1120341	11/21/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$200.24
NBAZ - Warrant Clearing Account	Check	1120342	11/21/2023	Accounts Payable	BOOT BARN	\$200.00
NBAZ - Warrant Clearing Account	Check	1120343	11/21/2023	Accounts Payable	BROWN'S PARTSMASER INC	\$552.99
NBAZ - Warrant Clearing Account	Check	1120344	11/21/2023	Accounts Payable	AMY F BUTCHER	\$22.91
NBAZ - Warrant Clearing Account	Check	1120345	11/21/2023	Accounts Payable	CALIBRE PRESS	\$159.00
NBAZ - Warrant Clearing Account	Check	1120346	11/21/2023	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	\$83089.72
NBAZ - Warrant Clearing Account	Check	1120347	11/21/2023	Accounts Payable	CDW GOVERNMENT LLC	\$551.44
NBAZ - Warrant Clearing Account	Check	1120348	11/21/2023	Accounts Payable	CENTRAL RESTAURANT PRODUCTS	\$321.02

NBAZ - Warrant Clearing Account	Check	1120349	11/21/2023	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	\$396.00
NBAZ - Warrant Clearing Account	Check	1120350	11/21/2023	Accounts Payable	COURTESY CHEVROLET	\$73297.03
NBAZ - Warrant Clearing Account	Check	1120351	11/21/2023	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	\$138.27
NBAZ - Warrant Clearing Account	Check	1120352	11/21/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$1007.86
NBAZ - Warrant Clearing Account	Check	1120353	11/21/2023	Accounts Payable	DELL COMPUTER CORPORATION	\$2352.83
NBAZ - Warrant Clearing Account	Check	1120354	11/21/2023	Accounts Payable	DESERT MOUNTAIN CORPORATION	\$7135.55
NBAZ - Warrant Clearing Account	Check	1120355	11/21/2023	Accounts Payable	DH PACE COMPANY INC	\$1564.00
NBAZ - Warrant Clearing Account	Check	1120356	11/21/2023	Accounts Payable	DISH NETWORK	\$216.59
NBAZ - Warrant Clearing Account	Check	1120357	11/21/2023	Accounts Payable	PJ E EDWARDS-RAY	\$337.50
NBAZ - Warrant Clearing Account	Check	1120358	11/21/2023	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	\$1733.27
NBAZ - Warrant Clearing Account	Check	1120359	11/21/2023	Accounts Payable	EMPIRE MACHINERY	\$1665.02
NBAZ - Warrant Clearing Account	Check	1120360	11/21/2023	Accounts Payable	FLEET PRIDE	\$131.06
NBAZ - Warrant Clearing Account	Check	1120361	11/21/2023	Accounts Payable	FORENSIC PIECES INC	\$495.00
NBAZ - Warrant Clearing Account	Check	1120362	11/21/2023	Accounts Payable	FRONTIER	\$221.52
NBAZ - Warrant Clearing Account	Check	1120363	11/21/2023	Accounts Payable	FRONTIER	\$101.56
NBAZ - Warrant Clearing Account	Check	1120364	11/21/2023	Accounts Payable	FRONTIER	\$125.79
NBAZ - Warrant Clearing Account	Check	1120365	11/21/2023	Accounts Payable	FRONTIER	\$98.43
NBAZ - Warrant Clearing Account	Check	1120366	11/21/2023	Accounts Payable	FRONTIER	\$98.57
NBAZ - Warrant Clearing Account	Check	1120367	11/21/2023	Accounts Payable	FRONTIER	\$100.70
NBAZ - Warrant Clearing Account	Check	1120368	11/21/2023	Accounts Payable	FRONTIER	\$98.43
NBAZ - Warrant Clearing Account	Check	1120369	11/21/2023	Accounts Payable	FRONTIER	\$135.27
NBAZ - Warrant Clearing Account	Check	1120370	11/21/2023	Accounts Payable	FRONTIER	\$58.12
NBAZ - Warrant Clearing Account	Check	1120371	11/21/2023	Accounts Payable	FRONTIER	\$24.79
NBAZ - Warrant Clearing Account	Check	1120372	11/21/2023	Accounts Payable	FRONTIER	\$808.51
NBAZ - Warrant Clearing Account	Check	1120373	11/21/2023	Accounts Payable	FRONTIER	\$220.89
NBAZ - Warrant Clearing Account	Check	1120374	11/21/2023	Accounts Payable	FRONTIER	\$150.26
NBAZ - Warrant Clearing Account	Check	1120375	11/21/2023	Accounts Payable	FRONTIER	\$101.39
NBAZ - Warrant Clearing Account	Check	1120376	11/21/2023	Accounts Payable	FRONTIER	\$148.87
NBAZ - Warrant Clearing Account	Check	1120377	11/21/2023	Accounts Payable	FRONTIER	\$227.09
NBAZ - Warrant Clearing Account	Check	1120378	11/21/2023	Accounts Payable	FRONTIER	\$225.64
NBAZ - Warrant Clearing Account	Check	1120379	11/21/2023	Accounts Payable	FUTURE TIRE	\$149.00
NBAZ - Warrant Clearing Account	Check	1120380	11/21/2023	Accounts Payable	GAL FRIDAY REPORTING & TRANSCRIPTION	\$756.51
NBAZ - Warrant Clearing Account	Check	1120381	11/21/2023	Accounts Payable	GALL'S INC	\$454.37
NBAZ - Warrant Clearing Account	Check	1120382	11/21/2023	Accounts Payable	GK INVESTIGATIONS	\$241.30
NBAZ - Warrant Clearing Account	Check	1120383	11/21/2023	Accounts Payable	GRANT WRITING USA	\$595.00
NBAZ - Warrant Clearing Account	Check	1120384	11/21/2023	Accounts Payable	GREER COMMUNITY FACILITIES	\$981.38
NBAZ - Warrant Clearing Account	Check	1120385	11/21/2023	Accounts Payable	JESSICA ANN HAMBLIN	\$124.00
NBAZ - Warrant Clearing Account	Check	1120386	11/21/2023	Accounts Payable	HEALTHQUITY INC	\$196.20
NBAZ - Warrant Clearing Account	Check	1120387	11/21/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$90.69
NBAZ - Warrant Clearing Account	Check	1120388	11/21/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$746.36
NBAZ - Warrant Clearing Account	Check	1120389	11/21/2023	Accounts Payable	JOHNSTONE SUPPLY	\$133.48
NBAZ - Warrant Clearing Account	Check	1120390	11/21/2023	Accounts Payable	KB WELDING INC	\$333.96
NBAZ - Warrant Clearing Account	Check	1120391	11/21/2023	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	\$143.06
NBAZ - Warrant Clearing Account	Check	1120392	11/21/2023	Accounts Payable	LOWES #24	\$65.86
NBAZ - Warrant Clearing Account	Check	1120393	11/21/2023	Accounts Payable	LOWES COMPANIES INC	\$14.40
NBAZ - Warrant Clearing Account	Check	1120394	11/21/2023	Accounts Payable	LSQ GROUP HOLDINGS LLC	\$10776.01
NBAZ - Warrant Clearing Account	Check	1120395	11/21/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$3396.56
NBAZ - Warrant Clearing Account	Check	1120396	11/21/2023	Accounts Payable	ERIC MCNEIL	\$1012.00
NBAZ - Warrant Clearing Account	Check	1120397	11/21/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$130.84
NBAZ - Warrant Clearing Account	Check	1120398	11/21/2023	Accounts Payable	MVP MEDIA NETWORK	\$349.00
NBAZ - Warrant Clearing Account	Check	1120399	11/21/2023	Accounts Payable	MYERS ENTERPRISES INC	\$4275.00
NBAZ - Warrant Clearing Account	Check	1120400	11/21/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$362.37
NBAZ - Warrant Clearing Account	Check	1120401	11/21/2023	Accounts Payable	NAVAJO WESTERNERS	\$127.83
NBAZ - Warrant Clearing Account	Check	1120402	11/21/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$10444.25
NBAZ - Warrant Clearing Account	Check	1120403	11/21/2023	Accounts Payable	NORTHWEST INDUSTRIAL EQUIPMENT INC	\$27462.00
NBAZ - Warrant Clearing Account	Check	1120404	11/21/2023	Accounts Payable	OMEGA INDUSTRIAL SUPPLY	\$1380.93
NBAZ - Warrant Clearing Account	Check	1120405	11/21/2023	Accounts Payable	PERFECT PRINTZ LLC	\$541.27
NBAZ - Warrant Clearing Account	Check	1120406	11/21/2023	Accounts Payable	PREMIUM PROPANE LLC	\$4566.22
NBAZ - Warrant Clearing Account	Check	1120407	11/21/2023	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	\$3000.00
NBAZ - Warrant Clearing Account	Check	1120408	11/21/2023	Accounts Payable	QUILL CORP	\$1193.22
NBAZ - Warrant Clearing Account	Check	1120409	11/21/2023	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	\$10500.00
NBAZ - Warrant Clearing Account	Check	1120410	11/21/2023	Accounts Payable	RELIABLE BACKGROUND SCREENING	\$602.00
NBAZ - Warrant Clearing Account	Check	1120411	11/21/2023	Accounts Payable	RHINEHART OIL CO	\$9104.81
NBAZ - Warrant Clearing Account	Check	1120412	11/21/2023	Accounts Payable	RICOH USA INC	\$26.35
NBAZ - Warrant Clearing Account	Check	1120413	11/21/2023	Accounts Payable	SAFEWAY INC	\$71.89
NBAZ - Warrant Clearing Account	Check	1120414	11/21/2023	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	\$350.00
NBAZ - Warrant Clearing Account	Check	1120415	11/21/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1252.59
NBAZ - Warrant Clearing Account	Check	1120416	11/21/2023	Accounts Payable	SERVICEMASTER COMPLETE RESTORATION SERVICES	\$19190.38
NBAZ - Warrant Clearing Account	Check	1120417	11/21/2023	Accounts Payable	SHOW LOW FORD INC	\$560.04
NBAZ - Warrant Clearing Account	Check	1120418	11/21/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$300.19
NBAZ - Warrant Clearing Account	Check	1120419	11/21/2023	Accounts Payable	SNOWFLAKE SMOKEHOUSE	\$417.05
NBAZ - Warrant Clearing Account	Check	1120420	11/21/2023	Accounts Payable	SONORA QUEST LABORATORIES	\$793.05
NBAZ - Warrant Clearing Account	Check	1120421	11/21/2023	Accounts Payable	SOUTHWEST DRIVETRAIN SPECIALISTS	\$3421.28
NBAZ - Warrant Clearing Account	Check	1120422	11/21/2023	Accounts Payable	SPARKLETT'S WATER	\$97.62
NBAZ - Warrant Clearing Account	Check	1120423	11/21/2023	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	\$67.94
NBAZ - Warrant Clearing Account	Check	1120424	11/21/2023	Accounts Payable	ST JOHNS CITY	\$82.85
NBAZ - Warrant Clearing Account	Check	1120425	11/21/2023	Accounts Payable	ST JOHNS EMERGENCY SERVICES	\$1240.33
NBAZ - Warrant Clearing Account	Check	1120426	11/21/2023	Accounts Payable	STANTEC CONSULTING SERVICES	\$18251.01
NBAZ - Warrant Clearing Account	Check	1120427	11/21/2023	Accounts Payable	SUNRISE AMULATORY SURGICAL CENTER LLC	\$98.63
NBAZ - Warrant Clearing Account	Check	1120428	11/21/2023	Accounts Payable	TRACTOR SUPPLY CO	\$378.10
NBAZ - Warrant Clearing Account	Check	1120429	11/21/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$3870.87
NBAZ - Warrant Clearing Account	Check	1120430	11/21/2023	Accounts Payable	TRIPLE R FUELS	\$236.85

NBAZ - Warrant Clearing Account	Check	1120431	11/21/2023	Accounts Payable	UNITED INFORMATION SERVICES	\$74.85
NBAZ - Warrant Clearing Account	Check	1120432	11/21/2023	Accounts Payable	VALLEY AUTO PARTS	\$321.85
NBAZ - Warrant Clearing Account	Check	1120433	11/21/2023	Accounts Payable	VALLEY IMAGING SOLUTIONS	\$103.31
NBAZ - Warrant Clearing Account	Check	1120434	11/21/2023	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	\$808.00
NBAZ - Warrant Clearing Account	Check	1120435	11/21/2023	Accounts Payable	VERIZON WIRELESS	\$1162.66
NBAZ - Warrant Clearing Account	Check	1120436	11/21/2023	Accounts Payable	VIGILANT SOLUTIONS LLC	\$103607.40
NBAZ - Warrant Clearing Account	Check	1120437	11/21/2023	Accounts Payable	WAGNER EQUIPMENT CO	\$1052.42
NBAZ - Warrant Clearing Account	Check	1120438	11/21/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	\$203.76
NBAZ - Warrant Clearing Account	Check	1120439	11/21/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$389.17
NBAZ - Warrant Clearing Account	Check	1120440	11/21/2023	Accounts Payable	ANTONIA WOOD	\$106.38
NBAZ - Warrant Clearing Account	Check	1120441	11/21/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$80.27
NBAZ - Warrant Clearing Account	Check	1120442	11/21/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$110.76
NBAZ - Warrant Clearing Account	Check	1120443	11/21/2023	Accounts Payable	DEVANIE A ANDERSON	\$982.46
NBAZ - Warrant Clearing Account	Check	1120444	11/21/2023	Accounts Payable	SHANE LEO BODIE	\$561.49
NBAZ - Warrant Clearing Account	Check	1120445	11/21/2023	Accounts Payable	GLORIA BOWMAN	\$900.00
NBAZ - Warrant Clearing Account	Check	1120446	11/21/2023	Accounts Payable	ANDREA HEIDI CRESSWELL	\$103.24
NBAZ - Warrant Clearing Account	Check	1120447	11/21/2023	Accounts Payable	NICOLE CURLEY	\$37.74
NBAZ - Warrant Clearing Account	Check	1120448	11/21/2023	Accounts Payable	CAROLINE H FEATHERHAT	\$782.04
NBAZ - Warrant Clearing Account	Check	1120449	11/21/2023	Accounts Payable	DARYL GREER	\$100.26
NBAZ - Warrant Clearing Account	Check	1120450	11/21/2023	Accounts Payable	BUTCH GUNNELS	\$368.80
NBAZ - Warrant Clearing Account	Check	1120451	11/21/2023	Accounts Payable	ROSCOE GEORGE HERRERA	\$132.00
NBAZ - Warrant Clearing Account	Check	1120452	11/21/2023	Accounts Payable	LETA HONNIE	\$1012.66
NBAZ - Warrant Clearing Account	Check	1120453	11/21/2023	Accounts Payable	CHRIS MCCARTHY	\$156.00
NBAZ - Warrant Clearing Account	Check	1120454	11/21/2023	Accounts Payable	MELISSA JILL MONTIERTH	\$492.22
NBAZ - Warrant Clearing Account	Check	1120455	11/21/2023	Accounts Payable	ANTONY C NOTAH	\$73.31
NBAZ - Warrant Clearing Account	Check	1120456	11/21/2023	Accounts Payable	JOSHUA D POLK	\$197.36
NBAZ - Warrant Clearing Account	Check	1120457	11/21/2023	Accounts Payable	ALTON JOE SHEPHERD	\$35.31
NBAZ - Warrant Clearing Account	Check	1120458	11/21/2023	Accounts Payable	AMANDA NICOLE SIMMONS	\$967.84
NBAZ - Warrant Clearing Account	Check	1120459	11/21/2023	Accounts Payable	JULIA STANTON	\$492.22
NBAZ - Warrant Clearing Account	Check	1120460	11/21/2023	Accounts Payable	MARLENE A TSOSIE	\$1012.66
NBAZ - Warrant Clearing Account	Check	1120461	11/21/2023	Accounts Payable	ALICE JO WEBB	\$90.52
NBAZ - Warrant Clearing Account	Check	1120462	11/21/2023	Accounts Payable	MICHAEL B WHITING	\$66.26
NBAZ - Warrant Clearing Account	Check	1120463	11/21/2023	Accounts Payable	JAY YELLOWHORSE	\$2869.88
NBAZ - Warrant Clearing Account	Check	1120464	11/21/2023	Accounts Payable	THE EMBROIDERY SHOP	\$405.07
NBAZ - Warrant Clearing Account	Check	1120465	11/22/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$83811.97
NBAZ - Warrant Clearing Account	Check	1120466	11/22/2023	Accounts Payable	GRANT MANAGEMENT USA	\$1160.00

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(1/20/15) (1/20/15)

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

County Manager

Date/Signature:

11/27/23



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 November 7, 2023, and November 16, 2023.

BOS Meeting Date Requested 12-5-23

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

November 7, 2023

St. Johns, Arizona

Present were, Chairman Alton Joe Shepherd, Vice Chairman Nelson Davis and Supervisor Joe Shirley, Jr. Also present was Clerk of the Board/County Manager Ryan N. Patterson and Chief Deputy County Attorney Celeste Robertson.

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

Matt Fish gave the invocation.

Stephanie McCarthy led the Pledge of Allegiance.

Chairman Shepherd called for the Health District items.

Kim Cole, Health Director, requested approval of the Governor's Office of Highway Safety Grant, in the amount of \$14,500. This grant assists with the purchase car seats and proper installation education. Ms. Cole stated this grant is effective October 1, 2023, through September 30, 2024 and has been budgeted for FY24. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Kim Cole, Health Director, requested approval of the Business Associate Agreement between Valle del Sol, Inc., and the Apache County Public Health Services District to maintain compliance of separation of duties within the WIC program. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Kim Cole, Health Director, requested approval of a Memorandum of Understanding between the Apache County Public Health Services District WIC, Canyon Pediatrics, Inc. WIC, and Valle del Sol, Inc. WIC, to maintain compliance of separation of duties within the WIC program. **Mr. Shirley made the motion for approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Shirley made the motion to adjourn the Health Care District meeting, seconded by Mr. Davis. Vote was unanimous.

Chairman Shepherd called for the regular agenda items.

Mr. Patterson presented the item for a public hearing to gather citizen input regarding the use of Fiscal Year 2024 Community Development Block Grant (CDBG) funds for Apache County. Mr. Patterson stated Malena Hannah would be the grant administrator for the CDBG cycle. Mrs. Hannah stated the CDBG funds are in the amount of \$220,266 available in the regional account for Apache County's round and the funds has to be used to benefit low income persons, evaluate slum and blight or address urgent need. **Mr. Shirley moved to open**

the public hearing, seconded by Mr. Davis. Vote was unanimous. Mr. Patterson stated all that is needed at this portion of the public hearing is the name of the projects.

Joseph Sanders, on behalf of the Apache County Youth Development 4-H and Fair, requested CDBG funding for improving the fairground facilities to hold more events and make the facilities safer for the animals and the public. Mr. Sanders stated Phase I was completed for the animal upgrade but they have exhausted their resources and are requesting funding for Phase II which would be an addition to the building, ADEQ bleachers, show rings and finishing and Phase I of the building portion. Phase II would also include new wash racks and show pens.

Malena Hannah presented on behalf of the Vernon Community Group, the request for a food pantry and distribution center. Ms. Hannah stated they have outgrown their current location and are looking to build a new facility on the park property to include a building and sidewalk with ADA compliance to accept more food donation and distribution.

Mrs. Hannah presented on behalf of the HeadStart facility in St. Johns, the request for upgrades to the building, landscaping, sidewalk and possibly a high visibility crosswalk on main street.

Ms. Hannah stated projects are brought forward at the public hearing today; there will be a second public hearing where the Board of Supervisors will be asked to pass the resolution to determine which projects to move forward with. Mrs. Hannah stated at the second public hearing, no new projects can be submitted, and any projects not selected are eligible for State special projects funding through the Department of Housing and that has a \$500,000 cap.

Supervisor Davis asked when will the financial proposals for the projects be presented to the Board as well as the timeline for the submissions. Ms. Hannah stated she will bring estimates of the projects costs at the second public hearing to be held either in December or January and the Board of Supervisors will rank those projects and determine which one(s) to move forward with, and those applications are due to be submitted in April. Mrs. Hannah stated the funding would be released around September or October and then an environmental assessment is conducted, which takes about 90 days. Mrs. Hannah stated they allow 18 months to 2 years to complete the projects. **Mr. Davis moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. No action was taken, only submission of the CDBG projects.

Matt Fish, Community Development Director, presented the item following a public hearing, discussion, and possible approval of the Sixth Amended Plat of the Hidden Paradise Subdivision, allowing John and Susan Baker along with Stephen Thompson to split their 2 +/- acre lot creating two (2) +/- 1-acre lots. The property is located at 5 CR N8411 in Vernon, AZ. A.P.N 106-25-017E. Planning & Zoning Commission unanimously recommended approval on October 5, 2023. Mr. MR. Shirley moved to open the public hearing, seconded by Mr. Davis. ,There was no one wanting to address the Board during the public hearing. **Mr. Shirley moved to close the public hearing, seconded by Mr. Davis.** Vote was unanimous. **Mr. Davis moved to approve the amended plat, seconded by Mr. Shiley.** Vote was unanimously approved.

Matt Fish, Community Development Director, presented the item following a public hearing, consideration of an appeal and possible approval of a Conditional Use Permit allowing SBA

Tower to construct a 125-foot multi-carrier rusticated steel Monopole Wireless Communications Facility with ground equipment, enclosed within a 75 by 75-foot chain link compound. The property is located at 68 County Road 5126 in Concho, AZ. A.P.N. 201-49-062. Section 33; Township 12N; Range 26E. Planning and Zoning unanimously recommended approval September 7, 2023. Appeal received September 25, 2023. **Mr. Shirley moved to open the public hearing, seconded by Mr. Davis.** Vote was unanimous. Reg Destree, a representative SBA Communications, provided an overview of the project. Matthew Wiley, a property owner near the proposed site, expressed his opposition to the project that will be close to his residence. There was no one else wanting to address the Board during public hearing. **Mr. Shirley moved to close the public hearing, seconded by Mr. Davis.** Vote was unanimous. **Mr. Davis moved to approve the Conditional Use Permit with no conditions, seconded by Mr. Shirley.** Mr. Davis stated that he appreciated Mr. Wiley's comments and he understands his concerns but the county has many problems with communication and the County has worked to obtain grants to bring in high speed internet to the area, and has worked with carriers to put up towers so that we can make the county safer and we are making strides to overcome some of the dead spots in the county. Mr. Davis stated that he understands there is never a perfect place to put a tower, and they did a good job in finding the best possible spot for this tower. Chairman Shepherd stated he trusts the process with the Planning and Zoning Commission and he trusts that the regulations and process is in place. Vote was unanimously approved.

The Board of Supervisors sat as the Board of Equalization to accept the following Petitions for Notice of Change Valuation determinations heard by Hearing Officer Charles Johnson for Richard & Marte Fredley, Parcel 107-06-574. Acceptance of hearing determination for John Faulkner Parcel 106-27-008. Acceptance of hearing determination for Igor & Christina Ivanoff Parcel 101-48-042B. Acceptance of hearing determination for Dave & Judy Johnson Family Trust Parcel 203-23-001C. Acceptance of hearing determination for W.L. Reidhead Family Trust, Parcel 101-48-014. Acceptance of hearing determination for Donald and Nanette Finch, Parcel 104-68-276. **Mr. Davis moved approval, seconded by Mr. Shirley** Vote was unanimous to accept Hearing Officer Johnson determinations.

Mr. Patterson presented the Consent Agenda items A-L and recommended approval. **Mr. Shirley moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 3, 2023 to November 7, 2023. Demands are payments made, or to be made, by the County. Payee Amount 4IMPRINT 5,472.43 ADVANCED AIR SYSTEMS LLC 14,583.00 ALLEGRA 1,793.16 AMAZON CAPITAL SERVICES INC 13,659.92 AZLGEBT 396,085.33 B&R TRUCKING 3,450.00 BAUMAN HOME AND AUTO INC (CARQUEST) 2,034.89 CATERPILLAR FINANCIAL SERVICES CORPORATION 58,579.17 DELL COMPUTER CORPORATION 1,181.61 DESERT MOUNTAIN CORPORATION 29,450.57 EAST WEST CONSOLIDATED LLC 10,398.00 EMPIRE MACHINERY 7,448.43 FLEET PRIDE 1,279.26 FUTURE TIRE 4,203.81 KTNM RADIO STATION 2,650.00 NATIONAL BUSINESS FURNITURE 2,358.87 NAVAJO TRIBAL UTILITY AUTHORITY 2,937.47 NAVOPACHE ELECTRIC COOPERATIVE 2,547.31 NICOLL CONSTRUCTION LLC 12,000.00 PRO PETROLEUM 32,726.56 QUILL CORP 2,728.98 SCHOOL WEBMASTERS LLC & CIVIC WEBMASTERS 2,574.00 SECURUS TECHNOLOGIES INC 1,566.57 ST JOHNS EMERGENCY SERVICES 2,381.12 TEN COW COMPANY INC 5,538.73 TOYOTA OF

SUPRISE 53,252.42 TRUCKNTOW COM INC 3,744.44 TYLER TECHNOLOGIES INC
 6,285.00 VANAFIRE LLC 30,000.00 VERIZON WIRELESS 2,360.58 WESTERN
 EXPLOSIVES SYSTEMS CO (WESCO) 94,998.62 WHITE MOUNTAIN PUBLISHING CO
 1,178.86 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 2,918.54 APACHE
 COUNTY HSA 5,306.05 APACHE COUNTY MEDICAL 197,955.43 APACHE COUNTY
 TAX WITHHOLDING 171,213.52 ASRS LEGACY EORP 11,107.92 AZ STATE
 RETIREMENT SYSTEM 137,699.63 CORRECTIONS OFFICER RET PLAN 14,272.11
 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,194.61 EORP LEGACY 3,039.91
 NATIONWIDE 3,956.25 NATIONWIDE TRUST FSB 2,953.80 PUBLIC SAFETY
 PERSONNEL 401 15,278.91 PUBLIC SAFETY SHERIFF RET 10,630.76 SUPPORT
 PAYMENT CLEARINGHOUSE 1,355.38 JAY YELLOWHORSE 3,113.18 ADVANCED
 CORRECTIONAL HEALTHCARE INC 40,498.67 ALLEGRA 1,196.02 AMAZON CAPITAL
 SERVICES INC 13,968.08 APACHE COUNTY SHERIFF'S POSSE 7,500.00 ARDURRA
 (FORMERLY WOODSON ENGINEERING & SURVEYING) 5,000.00 B&R TRUCKING
 4,830.00 BCB INVESTMENTS 3,650.77 John Lucas COMMUNITY BROADBAND
 ADVOCATES LLC 4,655.66 CONCORD ROAD EQUIPMENT MANUFACTURING LLC
 6,026.78 CORDANT HEALTH SOLUTIONS 1,724.37 DELL COMPUTER CORPORATION
 1,341.48 ELECTION SYSTEMS AND SOFTWARE 3,063.00 HATCH CONSTRUCTION
 8,814.87 LSQ GROUP HOLDINGS LLC 3,609.84 MCMULLEN COUNTY SHERIFFS
 OFFICE 9,000.00 NAVAPACHE EQUIPMENT SERVICES LLC 1,010.00 NTUA WIRELESS,
 LLC 5,220.02 PINAL COUNTY ARIZONA 24,984.00 QUILL CORP 4,944.93 READING
 TRUCK EQUIPMENT LLC 3,985.16 RHINEHART OIL CO 17,139.00 RIGG LAW FIRM
 PLLC 5,000.00 RUSH TRUCK CENTER 3,443.25 SALT RIVER PROJECT - SRP - MARS
 1,091.00 RONALD J SCAVUZZO 2,925.00 SECURUS TECHNOLOGIES INC 1,780.52
 STAN'S DIESEL AND PERFORMANCE 1,155.73 DALE SHAWN TAYLOR 5,000.00 THE
 AARONS COMPANY LLC 3,000.00 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY
 1,219.89 TYLER TECHNOLOGIES INC 6,000.00 VERIZON WIRELESS 2,441.70
 WRIGHT EXPRESS FSC WEX 4,690.39 JOHN (JACK) INGRAM 1,073.35 ANTONY C
 NOTAH 1,243.33 FRANCESCA ROMERO 1,881.04 CHERYL STRADLING 1,254.91
 SAMUEL A WOOD 1,366.38 SANDERS UNIFIED SCHOOL DISTRICT 1,400.00 US
 POSTMASTER 8,000.00 NATIONAL BANK 49,847.88 NATIONAL BANK OF ARIZONA
 3040 4,370.87 APACHE COUNTY HSA 5,331.60 APACHE COUNTY MEDICAL
 197,792.87 APACHE COUNTY TAX WITHHOLDING 185,026.95 ASRS LEGACY EORP
 11,107.92 AZ STATE RETIREMENT SYSTEM 137,472.18 CORRECTIONS OFFICER RET
 PLAN 14,143.41 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,194.61
 EORP LEGACY 3,039.91 NATIONWIDE 2,980.73 NATIONWIDE TRUST FSB
 2,996.80 PUBLIC SAFETY PERSONNEL 401 15,278.91 PUBLIC SAFETY SHERIFF RET
 11,264.56 SUPPORT PAYMENT CLEARINGHOUSE 1,355.38 AMAZON CAPITAL
 SERVICES INC 13,054.48 AT&T MOBILITY LLC (FIRSTNET) 37,291.54 AZ COUNTIES
 WORKERS COMPENSATION PLAN 123,572.09 AZLGEBT 392,225.05 B&R TRUCKING
 6,919.51 BAUMAN HOME AND AUTO INC (CARQUEST) 2,591.62 BLUE HILLS
 ENVIRONMENTAL 1,160.07 BRAD HALL & ASSOCIATES INC 30,472.50 CONTINUANT
 INC 1,385.22 CONTRACT PHARMACY SERVICES INC 10,774.99 DESERT MOUNTAIN
 CORPORATION 60,252.71 EMPIRE MACHINERY 46,854.81 EMPIRE POWER SYSTEMS
 AND EMPIRE SOUTHWEST LLC 6,292.00 EPIC MOTORSPORTS CORP 2,357.88
 ROBERT JAMES HIGGINS 1,846.25 HILL YARD/FLAGSTAFF 4,116.77 HOME DEPOT

2,832.28 HORNE AUTO CENTER INC 1,160.20 INGRAM LIBRARY SERVICES
5,366.44 INLAND KENWORTH INC (FARMINGTON) 1,477.40 KATOM RESTAURANT
SUPPLY INC 3,548.17 LAW OFFICE OF MICHAEL S PENROD PLC 4,672.00 MCKESSON
MEDICAL SURGICAL 2,222.23 NAVAJO TRIBAL UTILITY AUTHORITY 3,889.21
NIELSEN WELL DRILLING 5,550.00 O'REILLY AUTO PARTS 4,964.27 OVERDRIVE
INC 7,288.33 PEAK FORENSIC PSYCHOLOGY 2,300.00 PFIZER INC 10,974.00 PINAL
COUNTY ARIZONA 31,230.00 POWERSCREEN WESTERN LLC 2,150.00 QUALITY
CARQUEST 1,476.85 QUILL CORP 2,452.38 REDW LLC 14,207.50 RHINEHART OIL CO
9,814.51 SANOFI PASTEUR INC 1,236.76 SARATOGA RACK MARKETING LLC
28,078.25 SECURUS TECHNOLOGIES INC 1,959.12 SOUTHERN TIRE MART LLC
5,139.50 ST JOHNS CITY 2,283.98 STAN'S DIESEL AND PERFORMANCE 1,013.00
STANTEC CONSULTING SERVICES 16,177.26 BRIAN STEPHENSON 9,549.00 SUMMIT
HEALTHCARE ASSOCIATION INC 5,950.00 THOMSON REUTERS WEST 1,300.99
TREAD MASTERS TIRE & LUBE 1,061.09 TRINITY SERVICES GROUP INC 18,088.50
WHITE MOUNTAIN COMMUNICATIONS 1,004.20 WHITE MOUNTAIN REGIONAL
MEDICAL CENTER 2,014.59 WOODLAND BUILDING CENTER C/O NATIONS BEST
1,964.81 YAZZIE'S AUTO PARTS INC 1,844.73 KODY RICHARDSON 1,800.00 IVAN D
ZHELEV 1,183.57 ADHS AZ HEALTH CARE COST 246,400.00 ADVANCED AIR
SYSTEMS LLC 3,295.00 AMAZON CAPITAL SERVICES INC 2,263.75 ASHTONS REPAIR
INC 1,533.57 B&R TRUCKING 4,140.00 BCB INVESTMENTS 2,771.89 BIG MIKES
RENTAL SALES AND SERVICE 1,906.00 BREWER LAW OFFICE PLLC 19,000.00
COMMNET WIRELESS LLC 75,000.00 DESERT MOUNTAIN CORPORATION 35,250.44
DIESEL LAPTOPS LLC 2,793.75 DISCOUNT TIRE 1,807.68 EMPIRE MACHINERY
5,539.78 FRIDGE FREEZE INC 26,214.00 FUTURE TIRE 6,498.94 GALLAGHER
RECLAMATION LLC 5,566.55 HAMBLIN LAW OFFICE PLC 10,500.00 HD DIESEL LLC
2,750.00 INGRAM LIBRARY SERVICES 1,191.78 NAVAJO TIMES PUBLISHING
COMPANY INC 1,978.60 NAVAJO TRIBAL UTILITY AUTHORITY 3,911.88
NAVOPACHE ELECTRIC COOPERATIVE 16,955.93 NIELSEN WELL DRILLING
25,618.43 PACIFIC PONDEROSA CO INC 19,158.34 PAGE STEEL 1,327.55 DANA BRYCE
PATTERSON 10,500.00 PIMA COUNTY MEDICAL 5,000.00 PITNEY BOWES RESERVE
ACCOUNT 5,000.00 PLUNKETT'S PEST CONTROL LLC 4,245.60 QUILL CORP 3,004.67 R
JOHN R JOHN LEE ATTORNEY AT LAW 10,500.00 ROADS SAFE TRAFFIC SYSTEMS INC
1,258.13 RUSH TRUCK CENTER 1,099.85 SECURUS TECHNOLOGIES INC 2,957.83
SONORA QUEST LABORATORIES 1,184.03 SPACE EXPLORATION TECHNOLOGIES
CORP 2,782.05 THE UNIVERSITY OF ARIZONA 7,500.00 THOMSON REUTERS WEST
1,554.97 WHITE MOUNTAIN COMMUNICATIONS 3,128.35 ALBERT N CLARK 2,635.12
SHANNA Y PEARCE 1,222.08 AT&T MOBILITY LLC (FIRSTNET) 5,327.53 EMBASSY
SUITES PHOENIX TEMPE 5,791.52 ALSCO INC 1,201.30 AMAZON CAPITAL SERVICES
INC 2,073.58 AMERICAN FLAG & POLE CO 9,677.98 AMIGO CHRYSLER DODGE JEEP
RAM 1,522.86 B&R TRUCKING 7,567.60 BAUMAN HOME AND AUTO INC CARQUEST)
1,122.07 BOUND TREE MEDICAL LLC 5,431.92 BRAD HALL & ASSOCIATES INC
60,603.66 CAPFIRST EQUIPMENT FINANCE INC 114,099.66 COURTESY CHEVROLET
282,425.20 CREATIVE MULTIMEDIA INC (CMI) 9,497.50 DELL COMPUTER
CORPORATION 5,946.20 DESERT MOUNTAIN CORPORATION 7,202.85 EMPIRE
MACHINERY 511,072.70 FLEET PRIDE 2,411.26 FRONTIER 1,580.22 FUTURE TIRE
5,119.39 HATCH CONSTRUCTION 28,803.85 KLINT HEAP 1,427.10

HILLYARD/FLAGSTAFF 1,391.07 NAVAJO COUNTY FAMILY ADVOCACY CENTER 2,100.00 NAVAJO TRIBAL UTILITY AUTHORITY 2,319.14 NAVOPACHE ELECTRIC COOPERATIVE 5,728.40 O'REILLY AUTO PARTS 1,415.25 QUILL CORP 1,383.07 RHINEHART OIL CO 25,980.29 RUSH TRUCK CENTER 1,349.20 SARATOGA RACK MARKETING LLC 27,456.35 SECURUS TECHNOLOGIES INC 1,612.15 US POSTMASTER 1,000.00 VERIZON WIRELESS 1,842.93 WHITE MOUNTAIN PUBLISHING CO 1,035.50 YAZZIE'S AUTO PARTS INC 1,380.78 APACHE COUNTY HSA 5,291.60 APACHE COUNTY MEDICAL 199,446.10 APACHE COUNTY TAX WITHHOLDING 167,480.89 ASRS LEGACY EORP 11,107.92 AZ STATE RETIREMENT SYSTEM 136,018.94 MARLEITA BEGAY 1,093.99 SHANE LEO BODIE 1,881.18 CORRECTIONS OFFICER RET PLAN 14,426.15 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,243.15 EORP LEGACY 3,039.91 NATIONWIDE 3,083.67 NATIONWIDE TRUST FSB 3,021.52 PUBLIC SAFETY PERSONNEL 401 15,278.91 PUBLIC SAFETY SHERIFF RET 10,760.44 SUPPORT PAYMENT CLEARINGHOUSE 1,355.38 MICHAEL B WHITING 3,263.00 APACHE COUNTY TAX WITHHOLDING 24,967.66 Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated October 3, 2023. C. Request approval of the 2024 Board of Supervisors' meeting schedule. D. District II: Request approval to purchase a new Super 16 Dump Truck utilizing Omnia Contract #212816-01 from Empire Trucks and Trailers in the amount of \$307,302, using District II funds. E. District II: Request approval to purchase a Day Cab Tractor utilizing Omnia Contract #212816-01 from Empire Trucks and Trailers in the amount of \$180,049, using District II funds. F. District II: Request approval to eliminate the positions of Administrative Assistant III (Range 34) and Logistics & Support Services Manager (Range 51), and to create the positions of Administrative Assistant I (Range 26) and an Administrative Coordinator (Range 42), and to hire within the salary range. G District II: Request approval of a new lease with the Navajo Nation for a 2.36 square acre lease behind and south of the Ganado Chapter. The Ganado Chapter passed Resolution #GAN-057-2018 in support of the new lease. County Attorney's Office: H. Request approval of an amended contract with Taylor Law Office. Election Department: I. Request approval, based on the recommendation of the Republican Party County Chairman, Alan Barwick, determined vacancies exist in the office of precinct committeeman and appoint John P. Philo for the Vernon Precinct and Sharon Stonestreet for the Coronado Precinct. Superior Court: J. Request authorization to convert two (2) Security Officer position (Range 27) to two (2) Certified Court Security Officer positions (Range 31). This request will not affect the FY24 budget. Emergency Management: K. Request approval of the June 2023 Revised Community Wildfire Protection Plan. The Plan is available for review in the County Manager's Office. L. Emergency Management: Discussion and possible approval of contract Federal Award Identification Number (FAIN): 23-DG-11132544-049 between Apache County Emergency Management and the Alliance for Green Heat. Inc., in the amount of \$20,000.00. Vote was unanimous.

St. Johns Constable Lance Pearce, requested approval to accept a Constable Ethics, Standards, and Training Board grant in the amount of \$13,679.20 for the purchase of laptop computers for all three constables in each Justice Court Precinct. Constable Pearce stated there are no matching funds or cost to the county required. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Commander Scruggs, on behalf of the Sheriff's Office, requested approval of the Governor's Office of Highway Safety STEP Enforcement Overtime Grant in the amount of \$5,000 for FY24. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Commander Scruggs, on behalf of the Sheriff's Office, requested approval of the Governor's Office of Highway Safety DUI/Impairment Enforcement and Related Materials and Supplies Grant in the amount of \$4,433 for FY24. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Commander Scruggs, on behalf of the Sheriff's Office, requested approval for the purchase of ten (10) 2020 Dodge Ram pickups that are currently leased from Bancorp Bank and used as patrol vehicles for \$195,000, utilizing designated Fleet and Sheriff's Office funds. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Steve Kizer, Information Technology Director, requested approval to enter into an agreement with the State of Arizona Department of Homeland Security, to receive services under the Statewide Cyber Readiness Program. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson presented notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- The Eastern Arizona Counties Organization meeting on November 15, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on November 15, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on November 16, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Local Governments & Broadband Deployment meeting on November 17, 2023 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, Arizona.

Chairman Shepherd opened the floor for call to the public.

William Tennes, a resident of Apache County, voiced his concern with the tax bills that were mailed out late and the penalties that are being imposed. Mr. Tennes stated the County should absorb the penalties since it's the County's fault the tax bills were mailed late.

Art Modica, a resident of Apache County, voiced his complaint regarding Frontier internet service in his area. Mr. Modica also requested solar lighted caution signs be posted for cattle on heavy traffic county roads.

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

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

Approved this 5th day of December, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING
November 16, 2023
St. Johns, Arizona

Participating via the telephone was Chairman Alton Joe Shepherd, Vice Chairman Nelson Davis, Supervisor Joe Shirley, Jr., Clerk of the Board/County Manager Ryan N. Patterson and Chief Deputy County Attorney Celeste Robertson. Rita Vaughan Election Director, and Beth Bond Assistant Clerk of the Board were present.

Chairman Shepherd 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.

Rita Vaughan, Election Director, requested approval of the Canvass of the November 7, 2023 Special Election. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Approved this 5th day of December, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

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

date/time stamp

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

County Manager _____

Date/Signature: _____

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

Request support and approval of the Northern Arizona Council of Governments (NACOG) Regional Priority List.

BOS Meeting Date Requested 12/5/23

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 _____



Regional Priority Projects List

ID	Sub-Region	Jurisdiction	Project Name	Funding Request	Local Match
1	Navajo	City of Show Low	East Woolford Road Extension	\$4,474,555	\$6,300,000
2	Coconino	City of Williams	Rodeo and Route 66 Road Pavement Replacement, Roundabout, and Trail Connector	\$6,286,896	\$780,864
3	Apache	Apache County	Rural School Bus Route Enhancement and Soil Stabilization Pilot Project (45 miles, County-wide)	\$461,250	\$60,000
4	Yavapai	City of Sedona	SR-89a/Forest-Ranger Roundabout (SR-179 & SR-89a Congestion Relief)	\$6,426,750	\$1,567,500
5	Apache	Apache County	Concho-Snowflake Highway Cold In-place Recycling (CIR) (MP 7.5 - US180A)	\$3,562,350	\$100,000
6	Navajo	Hopi Tribe	Project HIR 500(1) - Hotevilla-Bacavi Road Reconstruction	\$2,329,385	\$1,627,429
7	Apache	Town of Eagar	Electric Vehicle Charging Station (US-60 & US-191 Alternative Fuel Vehicle Access)	\$420,250	\$100,000
8	Apache	Navajo Nation, Cornfields Chapter	Pueblo Colorado Wash Crossing Box Culvert Installation (Safety & Access Improvement)	\$1,469,850	\$266,000
9	Coconino	Hopi Tribe	Kachina Point Road Reconstruction (HIR 2, Kykotsmobi to Leupp) - Construction Phase 1	\$10,744,960	\$12,301,717
10	Yavapai	Yavapai County	Old Route 66 Pavement Preservation and Modernization, Ash Fork to Peach Springs, Phase 1	\$5,041,635	\$4,379,911
11	Navajo	Towns of Snowflake and Taylor	Centennial Blvd Improvement (SR-77 Alternative & Emergency Access)	\$194,750	\$28,500
12	Yavapai	City of Cottonwood	Main Street Pavement Preservation & Roundabout	\$4,510,000	\$9,000,000
13	Apache	Town of Springerville	Tori Circle & Chiricahua Drive School Bus Route Total Reconstruction	\$1,044,291	\$50,000
14	Navajo	City of Winslow, Navajo County	Lindbergh Parkway SR87 Bypass, I-40 Connection - Phase 1	\$13,080,005	\$2,251,937
15	Coconino	Town of Tusayan	Highway 64 Restripe (Grand Canyon Natl. Park Congestion Relief)	\$307,500	\$25,000
16	Coconino	City of Williams	Airport Rd. Pavement Replacement & Extension	\$10,777,275	\$1,855,485
17	Apache	Apache County	Ganado School Bus Loop Reconstruction	\$2,155,410	\$130,000
18	Northern Arizona Council of Governments		Rural School Bus Routes Study	\$2,000,000	\$0
TOTAL				\$75,287,111	\$40,824,343

Rural School Bus Route Enhancement and Soil Stabilization Pilot Project (45 miles, County-wide)



Project Overview

Apache County maintains a significant proportion of dirt roads throughout the region, which are notoriously vulnerable to extreme weather events such as heavy rain, flooding, and snow, which are all common occurrences in northern Arizona. Overall mobility and safety of travel are hindered by the difficulty of upkeep for unpaved roads. Chemical stabilization is a process of surface treatment which allows for unpaved roadway surface material to bond and harden into a thick, rigid structure that increases resilience against the damaging effects of northern Arizona's weather conditions.

This project intends to allow Apache County to conduct trials for assessing a number of chemical stabilization products on short sections of similar unpaved roadways, with a final goal of finding the chemical treatment product which is most durable and resistant to corrugations and weather-related damage. Many of the available chemical stabilization products have yet to be trialed in soil and gravel types present in Apache County, necessitating such a study in order to determine the best course of action for improving stability and integrity of Apache County's unpaved roads. County Road 6040, an unpaved roadway in Apache County, is becoming a primary collector for nearly 250 square miles of 40-acre subdivisions, as well as Bureau of Land Management and state-owned land. Stabilizing the roadway surface greatly enhances the durability of roadways and mitigates the difficulties associated with travel in unpaved areas. Given the increasing traffic across many of Apache County's unpaved roads (including County Road 6040), it is necessary for these measures to be taken to ensure consistent and safe access throughout the county. A stabilized roadway is also less expensive to maintain due to less frequent need for maintenance.

This project is requesting \$461,250 to pair with a local match fund of \$60,000 to fully conduct this pilot study. This project was voted as a regional priority by elected officials of over 20 northern Arizona cities and towns who comprise NACOG's Regional Council on August 24th, 2023.

Site Photos



Project Lead

Apache County, Arizona



Project Schedule

Planning in 2024, Design in 2024-2025,
Construction in 2025-2026



Project Cost

Total Project Cost: \$521,250
State Surplus Request: \$461,250
Local Contribution: \$60,000 (11.5%)



Contact Info

Ferrin Crosby

County Engineer, Apache County
928-337-7528
fcrosby@co.apache.az.us



Location



Apache County
AZ Legislative District 6
NACOG Region

NACOG
Northern Arizona
Council of Governments
Apache • Coconino • Navajo • Yavapai



Concho-Snowflake Highway Cold In-Place Recycle (CIR) (MP 7.5 - US-180A)



Project Overview

Concho-Snowflake Highway (County Road 5020) connects the communities of Concho and Snowflake and provides a major regional connection, bypassing SR-77, US-60, or US-180 depending on the direction of travel. By acting as an alternative to the nearby state and federal highways, this route provides a measure of redundancy to ensure safe and accessible travel through Navajo and Apache Counties. The eastern 8 miles of this 15.5-mile roadway have severe transverse cracking that is beginning to affect road safety and comfortability. The cracks have widened and begun to subside causing deep depressions in the road. Therefore, a more aggressive crack treatment such as mill and fill or Cold-In-Place Recycle is warranted.

Of the two alternatives, the Cold-In-Place Recycle is less expensive and proven to mitigate the reflective cracking that reoccurs from this type of pavement stress. Therefore, a Cold-In-Place Recycle is preferred to treat more centerline miles of roadway. After the Cold-In-Place Recycle is completed, the pavement surface needs to be overlaid with an Asphalt Rubber Asphaltic Concrete Friction Course (AR ACFC). To ensure the lasting quality and resilience of the Concho-Snowflake Highway, the AR ACFC will be completed in addition to the Cold-In-Place Recycle treatment. By combining these treatment methods, the County can ensure a complete and comprehensive approach to modernizing and reducing future maintenance costs of this section of County Road 5020.

This project is requesting \$3,562,350 to pair with a local match fund of \$100,000 to fully construct these improvements. This project was voted as a regional priority by elected officials of over 20 northern Arizona cities and towns who comprise NACOG's Regional Council on August 24th, 2023.



Project Lead

Apache County, Arizona



Project Schedule

Construction in 2025



Project Cost

Total Project Cost: \$3,662,350

State Surplus Request: \$3,562,350

Local Contribution: \$100,000



Contact Info

Ferrin Crosby

County Engineer, Apache County

928-337-7528

fcrosby@co.apache.az.us



Location



Apache County
AZ Legislative District 6
NACOG Region

NACOG
Northern Arizona
Council of Governments
Apache • Coconino • Navajo • Yavapai



Vicinity Map & Site Photo



Ganado School Bus Loop Reconstruction



Project Overview

Apache County District 2 manages 405 miles of roads designated for school buses and the general public in 15 communities. Ganado School Loop is one of these roads and consists of 1.3 miles of asphalt road vital to meeting the educational needs of the Districts' children. The road provides access to the school district's classrooms, administration, facility management, transportation department, staff living quarters, sports fields, and through-access for other residents and tourists.

The asphaltic concrete pavement on Ganado School Loop is nearly 30 years old, and while several preservation efforts have been made over the years, the road is showing its age and is beginning to fail. The roadway observes an average of nearly 1,000 vehicles per day including school buses, the roadway is rapidly breaking apart. The Ganado School Bus Loop Reconstruction project provides for mobilization, roadway survey, construction staking, subgrade material placement (concrete, curb, gutter, and sidewalk), and asphaltic concrete material and placement.

This project allows for complete reconstruction of the essential roadway around the Ganado School Campus, constituting a vital safety and mobility improvement that helps to further protect and serve students, residents of Ganado and the surrounding communities, and travelers from deteriorating roadway conditions in the area. The project received an appropriation of \$1,000,000 in FY2023 through SB 1725, but the project has not yet been completed due to fluctuating cost of materials associated with a 2019 cost estimate and the resulting increase in costs necessary to implement these improvements. This project is requesting \$2,155,410 to fully plan, design, and construct these improvements. This project was voted as a regional priority by elected officials of over 20 northern Arizona cities and towns who comprise NACOG's Regional Council on October 26th, 2023.



Project Lead

Apache County, Arizona



Project Schedule

Planning in 2024, Design in 2025,
Construction in 2026



Project Cost

Total Project Cost: \$3,285,410
State Surplus Request: \$2,155,410
FY2023 Appropriation: \$1,000,000
Local Match: \$130,000



Contact Info

Flora Nez
Administrative Operations Manager
928-755-3881
fnez@co.apache.az.us



Location

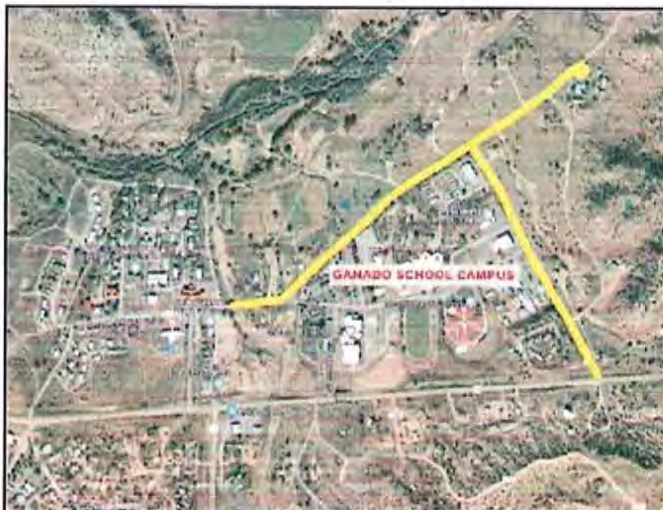


Ganado Chapter
Apache County
AZ Legislative District 6
NACOG Region

NACOG
Northern Arizona
Council of Governments
Apache • Coconino • Navajo • Yavapai



Vicinity Map & Site Photo



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Supervisor Alton Shepherd

Date/Signature: _____



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

District II: Request authorization to create a Logistics & Support Services Manager position (Range 51) and to hire within the salary range.

BOS Meeting Date Requested: December 5, 2023

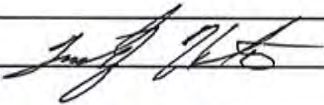
PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

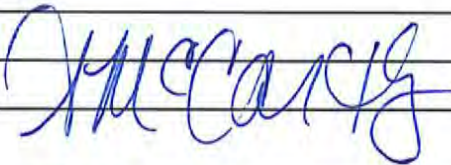
Finance Review: _____

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: (Individual, Organization, or County Department)

District 2

Date/Signature

11/27/23 

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 purchase a new CAT 150-15AWD through the OMNIA contract with trade in and financed for 3 annual payments from Caterpillar Financial Services Corporation.

BOS Meeting Date Requested 12-5-2023

PRE-AGENDA ITEM REVIEW

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

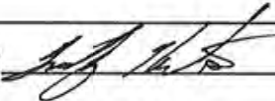
Legal Review:

Signature:



Finance Review:

Signature:



Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed; item approved for Agenda.

Supervisor/Board Clerk's Initials

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: APACHE, AZ, COUNTY OF

Address P.O. BOX 428
 City SAINT JOHNS
 State AZ

Good if: _____
 Acknowledged by Dec-27-2023
 Funded by Dec-27-2023

DEALER

EMPIRE SOUTHWEST, LLC H160
 Sales person Smith H160, Gregory
 Dealer contact Chrisy Taylor H160
 Telephone _____

Quote number 4618687
 Fax Number _____
 Quote Date 27-Nov-23
 Quote Time 10:08:06 AM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Governmental Lease
 Number of Payments 3 Annual
 Payments in Arrears

Quoted By Ila Hughes H160
 Report Created By Colton Gelnar

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	150-15AWD	500	1	299,506.73	300,006.73	See Amort. Schedule	1.00	5.9900%

Special Conditions:
 150-15AWD

Serial Number - EB501098, Model Year - 2023, Standard Environment;
 Major Attachments-Tires; Blades/Buckets/Rippers-;
 Manual Configuration and Work Tools:

Payment Structure - Asset
 3 Annual payment(s) 112,214.38
 1 Stub payment(s) 1.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	150-15AWD	4,911.24	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Caterpillar Financial Services Corporation

Acknowledged by:

APACHE, AZ, COUNTY OF

Date

Amortization Schedule

Quote Number
Customer
Model
Serial Number

4618687
APACHE, AZ, COUNTY OF
150-15AWD Motor Grader
EB501098

Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
		300,006.73						
1	300,006.73	0.00	112,214.38	0.00	17,970.40	5.99%	94,243.98	205,762.75
total		300,006.73	112,214.38	0.00	17,970.40		94,243.98	
2	205,762.75	0.00	112,214.38	0.00	12,325.19	5.99%	99,889.19	105,873.56
total		0.00	112,214.38	0.00	12,325.19		99,889.19	
3	105,873.56	0.00	112,215.38	0.00	6,341.82	5.99%	105,873.56	0.00
total		0.00	112,215.38	0.00	6,341.82		105,873.56	
total		300,006.73	336,644.14	0.00	36,637.41		300,006.73	

Ending Balance not equal to early buy out amount.



ALTON SHEPARD
APACHE COUNTY DIST 2
PO BOX #1170, NR 54
FORT DEFIANCE, AZ 86504-0054

11/21/2023

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

2023 New Caterpillar 150-15 AWD Motor Grader

Standard Equipment

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Electronic over-speed protection
Parking brake, multi-disc, sealed and oil cooled.
Sediment drain, fuel tank.
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horse Power Plus)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel, ground accessible
Electrical hydraulic valves
Electrical system, 24V

OPERATOR ENVIRONMENT (continued)

-Fixed front with intermittent wiper
-Door with intermittent wipers (3)
Windows tempered:
-Left and right side wipers
-Rear with intermittent wiper
Cab storage

TECHNOLOGY PRODUCTS

RADIOS

Authorization varies by country,
please contact your Cat marketing representative with questions or click on the link below:
<https://dealer.cat.com/en/products/technology.html>

PRODUCT LINK

Availability varies by country,
please contact your Cat marketing representative with questions or click on the link below:
<https://dealer.cat.com/pl/certification>

SAFETY AND SECURITY

Clutch, circle drive slip
Doors, 2 engine compartment, (two left hand, two right hand) locking

ELECTRICAL (continued)

Grade control ready (Cab harness,
software, electrical hydraulic valves,
bosses and brackets)
Lights, reversing
Lights, roading, roof-mounted,
stop and tail, LED
Starter, electric

OPERATOR ENVIRONMENT

Air Conditioning with heater
Articulation, automatic return to center
Centershift pin indicator
Display, digital speed and gear
Doors, left and right side with wiper
Gauge, machine level
Gauges (analog) inside the cab
(includes fuel, articulation, engine
coolant temp, engine RPM,
and hydraulic oil temp, DEF/AdBlue)
Joystick, adjustable armrests
Joystick gear selection, hydraulic
power steering hydraulic controls
(right/left, blade lift w/ float
position, blade sideshift and tip,
circle drive, centershift, front wheel
lean and articulation and steering)
Lights, night time cab
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
Power Port, 12V
Radio Ready, Entertainment
ROPS cab, sound suppressed
69dB(A) - ISO 6394
Seat, cloth-covered, comfort suspension
Storage area for cooler/lunchbox
Throttle control, electronic
Windows laminated glass:

SAFETY AND SECURITY (continued)

Doors, 2 service, left and right locking
Ground level engine shutdown
Hammer (emergency exit)
Horn, electric
Lockout, hydraulic implement (for
roading and servicing)
Seat belt, retractable 76.2 (3")
Secondary steering
Tandem walkway/guards

TIRES, RIMS, AND WHEELS

A partial allowance for tires on
254mm x 609.6mm (10" x 24") multi-piece
rims is included in the base machine
price and weight.

FLUIDS

Antifreeze
Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators -brake -dual certified
Drawbar, 6 shoe w/replaceable wear strips
Fluid check, ground level
Fuel tank, 398 liters (105 gallon)
Ground level fueling
DEF/AdBlue Tank, 21 liters (5.5 gallon)
Hydraulic lines for base functions
Pump, hydraulic, high capacity
(98cc / 15 cu in)
Radiator, cleanout access
(both sides with swing doors)
SOS ports - engine -hydraulic
-transmission -coolant -fuel
Tool box
Debris guard

Additional Configuration Included in the Sales Price:

Ref #	Description	Price
5772946	150JOY-BR	\$576,680
	INCLUDES:	\$0
	BATTERIES, HD, 1125 CCA	\$0
	INCLUDES:	\$0
	150 AMP ALTERNATOR	\$0
	WIPER/WASHER, REAR	\$0
	STANDARD GLASS	\$0
	INCLUDES:	\$0
	SEAT,AIR SUSP,CLOTH,HEA,VENT	\$0
	FAN,DEFROSTER, REAR WINDOW	\$0
	CONVERTER,COMMUNICATION(CB)	\$0
	SHADE, SUN	\$0
0P2265	ROLL ON-ROLL OFF	\$401
0P3978	FUEL ANTIFREEZE, -25C (-13F)	\$0
0P9003	LANE 3 ORDER	\$0
4K3330	SHANKS/TEETH, RIPPER/SCARIFIER	\$1,840
8J1434	TOOTH, STRAIGHT (2)	\$2,100
2333295	MIRRORS, OUTSIDE MOUNTED	\$645
2495516	HEATER, ENGINE COOLANT, 120V	\$323
2497841	TIRES, 17.5R25 BS VKT * D2A MP	\$15,380
3236970	GUARD GP, HITCH	\$0
3240889	RIPPER/SCARIFIER	\$26,810
3245328	DRAIN, GRAVITY, ENGINE OIL	\$0
3493048	MOLDBOARD, 14' PLUS	\$3,560
3533330	WEATHER, STANDARD, AWD	\$0
3589338	ACCUMULATORS, BLADE LIFT	\$6,140
3662459	GUARD, TRANSMISSION	\$4,475
3676842	PUSH PLATE, COUNTERWEIGHT HD	\$7,430
3806774	PRECLEANER, NON SY-KLONE	\$0
3858094	BASE + 1 (RIP)	\$3,020
3859294	GLOBAL ARRANGEMENT	\$0
3859554	CAB, PLUS (STANDARD GLASS)	\$1,455
3941132	SEAT BELT W/INDICATOR	\$254
3953547	STARTER, ELEC, EXTREME DUTY	\$535
3963921	CAMERA, REAR VISION	\$0
3977458	CAB, PREMIUM (INTERIOR)	\$6,030
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$0
4352072	CONTROL,AUTO ARTICULATION-FULL	\$2,375
4429940	DECALS, ENGLISH (U.S.)	\$0
4588701	JOYSTICK CONTROLS, ADVANCED	\$2,660
4646442	PRODUCT LINK, CELLULAR PLE742	\$0
4698157	COOLANT, 50/50, -35C (-31F)	\$0

Additional Configuration Included in the Sales Price (Continued):

5213250	CIRCLE SAVER	\$315
5369969	LIGHTS, ARM, FOLD DOWN	\$2,475
5402373	TANK, FUEL, STANDARD	\$0
5506608	LIGHTS, ROADING, LED	\$1,635
5527285	LIGHTS, WORKING, PLUS, LED	\$3,410
5532588	HEADLIGHTS, FRONT, LOW, LED	\$1,795
5674688	ENGINE, TIER IV	\$0
5836977	CAT GRADE ARO, AWD	\$6,350
5858822	FAN, STANDARD, AWD	\$0
CATERPILLAR LIST PRICE:		\$678,093

Pricing Summary

	List Price:	\$678,093.00
Less City of Tucson / OMNIA Partners Cooperative Contract #212816 Discount (30%):		(\$203,427.90)
Less Additional Empire Discount (9%):		<u>(\$61,028.37)</u>
	Sub Total:	\$413,636.73
	Plus Delivery Freight:	\$2,500.00
Plus Extended Warranty (see details below):		<u>\$10,170.00</u>
	Total Sale Price:	\$426,306.73*

*Plus Applicable Sales Tax

Trade In: 2012 Caterpillar 140M2 AWD w/ 6,622 hours (\$126,800.00)

Warranty: Caterpillar Premier Warranty for 84 months or 5,000 hours, whichever occurs first. Twelve (12) months of travel time and mileage cost for warrantable repairs is included.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

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

Sincerely,

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

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/sales serviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Attorney

Date/Signature: _____

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

Request approval to hire a Lead Prosecutor within the salary range.

BOS Meeting Date Requested 12/5/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



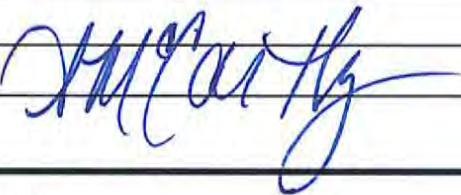
Finance Review: _____

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**

UNOFFICIAL SUBJECT

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

Treasurer's Office _____

Date/Signature: _____

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

Request approval of the Affidavit of Scrivener's Error for parcel 201-26-070.

BOS Meeting Date Requested 12-5-23

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 _____

AFFDAVIT OF SCRIVENER'S ERROR

STATE OF ARIZONA

County of Apache

The undersigned being authorized to sign for the State of Arizona, does hereby verify and state the following:

The Treasurer of Apache County, Arizona, did file a TREASURER'S DEED in Reception No. 2021-000928, recorded February 2, 2021, conveying to the State of Arizona and describing the following real property:

The Southeast Quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 12 North, Range 24 East of the Gila and Salt River Base and Meridian - Apache County, Arizona
A.K.A. 20126070

There was a scrivener's error contained in the legal description.

The legal description therein should have read as follows:

The Southwest quarter of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 12 North, Range 24 East of the Gila and Salt River Base and Meridian - Apache
County, Arizona
A.K.A. 20126070

Dated this _____, Day of _____, 20____.

State of Arizona

Alton Joe Shepherd, Chairman
Apache County Board of Supervisors

Marleita Begay, Apache County Treasurer

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by Alton Joe Shepherd, Chairman of the Apache County of Supervisors.

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by Marleita Begay, Apache County Treasurer.

Notary Public

Notary Public

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

DATE/TIME STAMP

Submitter's Name Apache County Emergency Management

Date/Signature: H VanderNoord 11/16/23

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 Amendment #2 to Grant Agreement HFI21-311 between Apache County and the Arizona Department of Forestry and Fire Management extending the end date from December 31, 2023 to June 30, 2024.

BOS Meeting Date: December 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: Alt Rth

Check if item does not require review ☐

Finance Review: _____

Signature: [Signature]

Check if item does not require review ☐

Human Resources Review: _____

Signature: _____

Check if item does not require review ☐

Other Review: _____

Signature: _____

Check if item does not require review ☐

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



GRANT AMENDMENT

Arizona Department of
Forestry and Fire
Management

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

Grant No: HFI 21-311

Apache County

Amendment No: 2

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

1. Pursuant to Page 1, Item 4: TERM OF AGREEMENT, per the written request dated November 13, 2023, the term of this agreement shall be extended to an end date of June 30, 2024.

TOTAL project acres to be completed: **96 acres**

TOTAL grant award amount: **\$100,000.00**

All Other provisions shall remain in their entirety

Grantee hereby acknowledges receipt and acceptance of above amendment. Amendment only becomes effective once signed by both Grantee and Arizona Department of Forestry and Fire Management.

The above referenced Grant Amendment is hereby executed as of the final signature date below.

Grantee: **Apache County**

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

Signature

Date

Authorized Signatory's Name and Title

Signature

Date

State Forester

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

date/time stamp

Submitter's Name Apache County Emergency Management

Date/Signature: H VanderNoord 11/16/23

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 contract with Coll Consulting LLC to update five (5) Public Health Emergency Preparedness (PHEP) plans to include the Epidemiological Response Plan, Point of Dispensing (POD) Plan, Volunteer Management Plan, Medical Surge Plan and Fatality Management Plan for \$54,920.00, using Covid 19-Workforce Development Grant funds.

BOS Meeting Date: December 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review ☐

Finance Review: _____

Signature: [Signature]

Check if item does not require review ☐

Human Resources Review: _____

Signature: _____

Check if item does not require review ☐

Other Review: _____

Signature: _____

Check if item does not require review ☐

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Emergency Management & Preparedness

Scope of Work – PHEP Plan Updates

I. Statement of the Request

Apache County Emergency Management & Preparedness has requested support from Coll Consulting LLC in the revision of multiple public health response plans:

- Epidemiological Response Plan
- Point of Dispensing (POD) Plan
- Volunteer Management Plan
- Medical Surge Plan
- Fatality Management Plan

II. Scope of Work

Coll Consulting LLC will review each of the specified existing plans and develop a gap analysis to review recommended edits with Apache County. Plans will be updated to ensure current information and services for Apache County, lessons learned from COVID-19 pandemic, consistency with state and federal guidance and/or best practices, and compliance with Arizona Department of Health Services Budget Period 5 Public Health Emergency Preparedness grant workplan.

Coll Consulting will draft each plan and any supporting materials and provide to Apache County for review and comment. Comments will be incorporated, and the plan will then undergo a final format, graphic design, and technical edit. The final draft plan will be shared with the Planning Team/Stakeholders for review and comment, for a two-week period for comment. After that time, the contractor will incorporate any comments received and provide the final plan to Apache County. Once all final plans have been submitted, the scope of work will be successfully completed.

Overarching Project Support

Project support provided by Coll Consulting:

- Meeting coordination, including development of materials, facilitation of meetings, and development of any follow up materials such as minutes. The majority of ongoing planning meetings are proposed to take place virtually. Up to 2 in-person meetings may be conducted to support the project.
- Regular communications with Apache County Contract Point of Contact on project management/project status, a minimum of monthly throughout project duration. Communications will occur by phone and email.
- File sharing platform and virtual meeting tools as needed to complete the project.

Project support provided by ACPHSD:

- Provide at least one (1) primary Point of Contact for the duration of the project.

- Provide any existing plans or documents needed to assist in development of outlined deliverables and activities.
- Identify project participants (internal and external stakeholders) to participate on Planning Team and provide current contact information.
- Provide meeting venues as needed for in person meetings.
- Provide printed materials as needed for in person meetings.
- Review and provide feedback on all draft materials as requested.
- Review and provide approval on final materials as requested.

III. Cost

The firm, fixed price amount for the project scope is \$54,920.00. The proposed project schedule is November 2023- June 2024 and may be subject to change based on project award timeline and stakeholder availability.

Proposed invoicing schedule (to be finalized upon contract award):

- 25% upon Contract Kick Off Meeting
- 50% upon submission of at least (3) draft plans
- 25% upon County approval of all final plans

Signatures of SOW Acceptance

Eliza Coll, President, Coll Consulting LLC

Date

Apache County Emergency Management & Preparedness

Date

Coll Consulting LLC is a small, women-owned business that has been successfully providing services related to public health preparedness, emergency management, and community engagement since 2018. Our client-tailored, high quality products include strategic planning and program assessments, real world event After Action Reports, emergency response plans, training programs, and Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercises.

The Coll Consulting team has over 100 years of combined experience working with Public Health preparedness, most with more than 20 years each, including deep familiarity with the CDC Public Health Emergency Preparedness and Response (PHEPR) capabilities. Our team has used these standards regularly in planning, training, and exercise activities since their establishment in 2011.

Coll Consulting Firm Qualifications

Eliza Coll, MHA, CEM, MEP, President of Coll Consulting LLC, will serve as the Project Manager and primary point of contact for Apache County throughout the contract duration. As Project Manager, Ms. Coll will lead the Coll Consulting team, develop the project plan, and participate in the development and review of every major deliverable identified in the scope of work. Ms. Coll has worked in the diverse profession of Emergency Management for over 20 years. She first gained operational experience, working in hospital-based Emergency Management at Massachusetts General Hospital followed by Beth Israel Deaconess Medical Center, and then as the Statewide Training and Exercise Coordinator at the Arizona Department of Health Services in the Bureau of Public Health Preparedness. Over the past 13 years, Ms. Coll has consulted for local, county, state, and tribal entities nationwide to develop and/or revise plans, and to conduct training and exercise program design, development, and delivery.

Ms. Coll worked previously with local, state, and tribal entities throughout Arizona and across the country. Ms. Coll is trained and well-versed in the FEMA Homeland Security Exercise and Evaluation Program and has earned designations as FEMA Master Exercise Practitioner designation and Certified Emergency Manager (CEM) from the International Association of Emergency Managers. Ms. Coll is President of the Arizona Association of Emergency Managers and previously served two terms on the Board of the Directors of the Arizona Public Health Association.

Client Base and Areas of Expertise

Past and current client base includes local, county, state, and tribal public health, emergency management, healthcare coalitions, hospitals/healthcare, higher education, and other public and private sector organizations. Coll Consulting has provided a wide range of services from organizational assessments and strategic planning to community health assessments and community health improvement plans, emergency response plans, training development and delivery, and exercise design, delivery, and evaluation.

Past and current Coll Consulting clients include the following projects.

- Apache County Public Health Services District (Arizona):

- 2020 Fatality Management Plan
- 2020 Emergency Operations Center Standard Operating Guide
- 2020-2021 Pandemic Preparedness and Response Plan
- Arizona Coalition for Healthcare Emergency Response
 - Contracted staff support of Training and Exercise Program between 2016-2019, including:
 - 2017 Medical Surge Exercise Series: Tabletop Exercise and Full Scale Exercise
 - 2018 Medical Surge Exercise Series: Tabletop Exercise and Full Scale Exercise, engaging all healthcare coalition members to a pandemic influenza scenario
 - AzCHER-Central BP1 Coalition Surge Test (2017-2018)
 - AzCHER-Central BP1S Coalition Surge Test (2018-2019)
 - COVID-19 Debriefings and After Action Report-Improvement Plan
 - 2022 Burn Surge Annex, Trainings, and Tabletop Exercise
- Arizona Department of Health Services, Year 1 and Year 2 COVID-19 After Action Report-Improvement Plan
- Arizona Department of Homeland Security, Eastern Region: 2020-2022 Multi-Year Training and Exercise Plan
- Black Hawk County Health Department (Iowa) COVID-19 After Action Report and Improvement Plan
- County of Santa Clara Public Health Department (California)
 - 2020-2021 Jurisdictional Risk Assessment
 - 2020-2021 Pandemic Preparedness and Response Plan
 - COVID-19 Year 1 After Action Report-Improvement Plan
 - COVID-19 Final (combined) After Action Report and Improvement Plan
 - 2021-2023 revision of Medical Countermeasure Public Health Emergency Response Plans (MCM, RSS, POD FOG and Toolkit, Priority Prophylaxis Plans) and develop training and exercise program
- County of Santa Cruz Health Services Agency (California) COVID-19 After-Action Report and Improvement Plan
- Gila River Indian Community, 2023 Tribal Emergency Response Commission Tabletop Exercise
- Graham County Health Department (Arizona):
 - 2020-2023 and 2023-2025 Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP)
 - Coalition building and facilitation of (3) CHIP Working Groups
- Greenlee County Health Department (Arizona): 2023-2025 Community Health Assessment and Community Health Improvement Plan
- Harvard University COVID-19 After-Action Report and Improvement Plan
- Kaibab Paiute Tribe: 2023 Jurisdictional Risk Assessment and Integrated Preparedness Plan, Gap Analysis of ADHS Budget Period 5 PHEP Grant Deliverables

- Linn County (Iowa) COVID-19 After-Action Report and Improvement Plan
- Maricopa County Department of Public Health
 - COVID-19 After-Action Report and Improvement Plan
 - CDC Operational Readiness Review and Project Public Health Ready Gap Analyses
- Massachusetts Emergency Preparedness Region 4AB Health and Medical Coordinating Coalition (HMCC)
 - "Phase 1 COVID-19 Debriefings and After Action Report-Improvement Plan"
 - 2021 Continuity of Operations Tabletop Exercise
- Massachusetts Emergency Preparedness Region 4AB Public Health Coalition
 - COVID-19 Debriefing Workshops and After-Action Report/Improvement Plan
 - UASI Jurisdictional Risk Assessment
 - UASI Integrated Preparedness Plan
 - 2023 Crisis and Emergency Risk Communication Plan and Exercise Series
- Pinal County Public Health Services District (Arizona)

Planning, training, and exercise support between 2014-2020 including (12) exercises, (7) county plans, and (6) After Action Report/Improvement Plans for real world events, including the 2015 and 2016 Measles Outbreaks. Additional recent projects include:

 - 2019 Public Health Jurisdictional Risk Assessment
 - 2020 Fatality Management Plan
 - 2021 PCPHSD Continuity of Operations Plan, revised again in 2023
 - "Phase 1" COVID-19 After Action Report-Improvement Plan
 - "Phase 2" COVID-19 After Action Report-Improvement Plan
- Pinal County Office of Emergency Management (Arizona):
 - 2019 Active Shooter Tabletop Exercise, Full Scale Exercise, and EOC Functional Exercise series
 - 2023 Randolph Community Tabletop Exercise
- Needham Public Health Department (Massachusetts)
 - 2017 Town of Needham Comprehensive Emergency Management Plan (CEMP)
 - 2017 Town of Needham Hazard Vulnerability Analysis (HVA)
 - 2018 Town of Needham National Incident Management System (NIMS)/Incident Command System (ICS) Training
 - Town of Needham 2018 Tabletop Exercise (Decontamination scenario)
 - Town of Needham 2019 Tabletop and Functional Exercise Series (Active Shooter scenario)
 - 2020 EOC Strategic Planning and ICS Training
 - "Phase 1" COVID-19 After Action Report-Improvement Plan
 - "Phase 2" COVID-19 After Action Report-Improvement Plan
 - 2022 LEPC Tabletop Exercise
 - 2023 Functional Exercise
 - Emergency Shelter Plan
- Santa Clara Valley Emergency Preparedness Healthcare Coalition (California)

- SCVEPHC Emergency Operations Plan Template
- 6/1/20 SCVEPHC Emergency Operations Plan Template Webinar
- 6/22/20 SCVEPHC Infectious Disease Facilitated Discussion Webinar
- 2020 SCVEPHC Coalition Preparedness Plan
- 2020 SCVEPHC Coalition Response Plan
- 2021 SCVEPHC Coalition COVID-19 Concept of Operations
- Series of (3) webinars during 2020-2021
- 2022 SCVEPHC Burn Surge Annex
- 2022 Coalition Continuity of Operations Plan
- Series of (3) webinars during 2021-2022
- 2022 Coalition Surge Test
- Tufts University (Massachusetts)
 - 2021 Strategic Plan
 - 2021 Integrated Preparedness Plan
 - 2021 Threat and Hazard Identification and Risk Assessment
 - 2021 Continuity of Operations Plan
 - 6/5/21 HVAC Failure Event After Action Report and Improvement Plan
 - 2021-2022 Emergency Operations Plan
 - 2022 Bomb Threat Event After Action Report and Improvement Plan

All projects have been successfully completed based on outlined performance standards, deliverables, and timelines, and the majority of clients have repeatedly returned to Coll Consulting with additional business.

Education
Master, Healthcare
Administration,
Simmons College,
Boston, MA

Bachelor of
Science, Health;
Science, Society
and Policy
Brandeis
University,
Waltham, MA

Registration/
Certifications
FEMA trainings:
IS-100, IS-120a,
IS-130, IS-200,
IS-230d, IS-235b,
IS-276, IS-300,
IS-400, IS-700,
IS-775, IS-800,
HSEEP, K0146,
E0132, L0133

Certified
Emergency
Manager (CEM,
International
Association of
Emergency
Managers) since
2009

FEMA Master
Exercise
Practitioner (MEP)
Series 44, 2019

Affiliations
Arizona
Association of
Emergency
Managers

Arizona Public
Health Association

International
Association of
Emergency

Eliza Gregory Coll, MHA, CEM, MEP

President, Coll Consulting LLC

Ms. Coll is an emergency management professional with over twenty years of experience in the field, ranging from hospital-based emergency management, public health preparedness, and private sector consulting. Many of the projects she has worked on have been groundbreaking in scope, scale, and led to nationwide best practices. Her experience encompasses training design and delivery, development and conduct of exercises, plan and policy development, and project and personnel management. Ms. Coll has earned the designation of Certified Emergency Manager through the International Association of Emergency Managers and is a FEMA Master Exercise Practitioner. Mrs. Coll currently serves on the Executive Board of the Arizona Association of Emergency Managers as President, and recently served two terms on the Board of Directors of the Arizona Public Health Association.

Experience

Coll Consulting LLC, President (2018-present).

Mrs. Coll leads this small, woman-owned business in the field of emergency management and public health preparedness. Work products include Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise design, delivery, and evaluation; training development and delivery; plan development; strategic planning and organizational assessments; and other comparable work products.

Some recent projects include:

- **Crimson Contagion 2019 Functional Exercise.** Supported conduct and evaluation in the State of Arizona for this multi-state, whole of government effort focused on the response and policy issues of workforce viability, critical infrastructure protection, economic impact, social distancing, scarce resource allocation, prioritization of vaccines and other countermeasures, and medical surge operations.
- **Arizona Coalition for Healthcare Emergency Response Central Region, Training and Exercise Coordination (2016-2019).** Design and delivery of 12 training classes. Design, delivery, and evaluation of 2018 and 2019 Coalition Surge Test Tabletop Exercise with Functional Elements, Facilitated Discussion, and After Action Review. Design, delivery, and evaluation of (3) tabletop exercises and (2) full scale exercises.
- **Pinal County Office of Emergency Management, Active Shooter Workshop and Full Scale Exercise (2019).** Design, conduct, and evaluation of an HSEEP-consistent Workshop and Full Scale Exercise.
- **Town of Needham, MA, Exercise Series (2018-2019).** Design and delivery of NIMS/ICS trainings. Design, conduct, and evaluation of an HSEEP-consistent Emergency Operations Center (EOC) Functional Exercise and Active Threat Tabletop Exercise.
- **Wisconsin Department of Health Services Coalition Surge Test Series (2019).** Managed the design, delivery, and evaluation of the ASPR Coalition Surge Test in each of the seven Healthcare Emergency Readiness Coalitions in the State of Wisconsin.

Willdan Homeland Solutions, Director, Public Health Preparedness (2010-2018). Provided subject matter expertise in the development of emergency preparedness trainings and exercises utilizing Homeland Security Exercise and Evaluation Program (HSEEP) methodology, and development and revisions to a variety of emergency preparedness planning and response documents. Contracted work with state, county, and local clients for customized, agency-specific products. Examples of work include the creation or revision of written plans, the development and conduct of HSEEP compliant exercises, and relevant training and workshop delivery. Mrs. Coll has managed average project budgets exceeding \$600,000 and in FY17-18 alone, successfully delivered (4) workshops, (6) trainings, (7) HSEEP-consistent exercises, development of (6) plans, and managed multiple staff completing other projects. A small sampling of recent projects includes but is not limited to:

- **Orange County Health Care Agency (OCHCA) 2018 Healthcare Preparedness Exercise Series.** Designed, facilitated, and evaluated a Tabletop Exercise and Full Scale Exercise focusing on Healthcare Preparedness, PHEP and HPP grant deliverables, and Medical Surge. The FSE had over 1700 participants representing agencies from California Department of Public Health, OCHCA, Orange County Intelligence Assessment Center, County and Local Law and Fire, Ambulance Providers, Hospitals, Clinics, Long Term Care Facilities, Dialysis Centers, and other key response partners. Mrs. Coll has conducted this exercise series each year for OCHCA since 2015, including the 2016 Full Scale Exercise which evaluated a scenario with three separate active shooter sites, over 200 live actors/victims being transported to 25 area hospitals. In addition to the Healthcare Preparedness Exercise Series, Mrs. Coll has developed plans and conducted training and exercise for OCHCA and Coalition partners since 2010.
- **Maricopa County Department of Public Health (MCDPH).** Mrs. Coll has supported MCDPH since 2010 and has developed, facilitated, and evaluated multiple exercises and events including: Ebola/Infectious Disease Workshop and Tabletop Exercise, The Public Health Role in Mass Care: A Facilitated Discussion, and The Public Health Role in Recovery: A Facilitated Discussion. Over the last six years, Mrs. Coll provided over 12 exercises for MCDPH, designed exercises to build upon previously identified MCDPH improvement items, and increased the scale and complexity of exercise participation. In FY 2013-2014, Willdan also developed the multi-year Training and Exercise Plan.
- **Pinal County Public Health Services District (PCPHSD).** Mrs. Coll, through her position at Willdan, has supported PCPHSD in plan development, training, and exercise support since March 2014. Willdan has designed, facilitated conduct, and evaluated (7) exercises, developed (2) county plans, and has written (6) After Action Report/Improvement Plans for real world events, including the 2015 and 2016 Measles Outbreaks.
- **Santa Clara County Public Health Department (SCCPHD) Strategic National Stockpile (SNS) Training Materials Project.** SCCPHD contracted with Willdan to develop a training program that would support personnel assigned to roles during a medical countermeasure distribution and dispensing response. Mrs. Coll led the project, reviewing current public health plans as well as regional, state and Federal best practices to incorporate into the course design. Several stakeholder meetings took place to better understand the needs and preferred learning format for the courses. At contract end there were six (6) modules developed and all materials were provided to the SNS Coordinator. Modules included an MCMDD Overview, EOC During an SNS Event, POD Set Up, POD Operations, POD Management, and RSS Warehouse. The modules all utilize multi-media formats and Willdan conducted pilot deliveries of all courses to evaluate the final products.
- **Gila County Health and Emergency Management, Emergency Operations Plan (EOP) and Annexes.** Developed the Pinal County Emergency Operations Plan and Annexes to set forth lines of authority and organizational relationships, and detail how all actions will be coordinated during an emergency event. The plan includes the Basic Plan, (15) Emergency Support Function (ESF) Annexes, (5)

Support Annexes, and (8) Incident Annexes. The plan and annexes were developed in coordination with county and state stakeholders.

- **Graham County Health Department, Performance Management and Quality Improvement Trainings.** Willdan developed and delivered a tailored training for Management Staff and for all staff on Performance Management and Quality Improvement. The trainings utilized best practices from the National Association of County and City Health Officials (NACCHO) and the Public Health Foundation (PHF). These trainings were delivered in tandem with the development of the Graham County Performance Management Plan and work towards seeking public health accreditation.
- **Greenlee County Health Department: Community Health Assessment, Community Health Improvement Plan, Community Health Assessment, Strategic Plan.** Developed the Community Health Assessment, Community Health Improvement Plan, and Strategic Plan for Greenlee County Health Department, as part of the county's efforts towards seeking public health accreditation. The development of these plans included many planning meetings with the Health Department and county stakeholders, as well as public engagement through online surveys and in person events.
- **2014 Bay Area Cities' Readiness Initiative Full Scale Exercise.** Developed materials for and facilitated conduct of this four-day Full Scale Exercise involving BioWatch, Receive, Stage, and Store (RSS) Warehouses, Emergency Operations Center (EOC) activations, and Point of Dispensing Sites (PODs) for participants from 10 counties in the Bay Area, the State of California Department of Public Health and Governor's Office of Emergency Services, and U.S. Department of Homeland Security.

Bureau of Public Health Emergency Preparedness, Arizona Department of Health Services (ADHS), Phoenix, Arizona (2009-2010). Communications and Training Coordinator. Facilitation of communications from the state to county, hospital, and tribal stakeholders, as well as to the media and the general public. Identification and coordination of statewide training activities.

- Assessment of the existing state training program, including a needs assessment of stakeholders, and the coordination of new and existing trainings to meet the needs of internal and external stakeholders
- Management of a multiyear training and exercise plan
- Management of education and exercise requirements for the 2010 CDC Technical Assistance Review
- Management of education and exercise requirements for the 2010 Hospital Preparedness Program (HPP) grant

Beth Israel Deaconess Medical Center, Manager, Emergency Management Department (2005-2009).

Management of the emergency management program, including identification, design, and implementation of departmental and hospital-wide projects and initiatives, plan and policy writing, staff training and education, and management and expenditure of operational budget and federal grant monies.

- Successful 2009 CMS survey and 2007 unannounced Joint Commission survey; subsequently met and exceeded current Joint Commission and other state and federal regulatory standards.
- Recruited, hired, and mentored a new project manager, and supervised professional employees.
- Interfaced with external agencies, including the Conference of Boston Teaching Hospitals, the Massachusetts Department of Public Health, the Mayor's Office of Emergency Preparedness, peer hospitals and local first responder agencies.
- Developed a contract with satellite facility (BID-Needham) to provide design, implementation, management, and oversight of a new emergency management program. Led meetings, identified new projects, interfaced with senior leadership, facilitated work, complied with state and federal mandates, managed the budget, and passed an unannounced 2008 Joint Commission survey.

- Completed major initiatives and projects concerned with evacuation and surge planning, alternate care sites, communications, volunteer management, patient decontamination, and regulatory compliance. Planned and managed over 20 disaster drills, including two of the largest drills conducted nationwide at time of completion.
- Designed hospital decontamination program; recruited and managed on-call HazMat teams, including 30+ volunteer staff, equipment procurement, and database management
- Implemented the Hospital Incident Command System (HICS) within BIDMC and National Incident Management System (NIMS) compliance per federal regulations; provided over six hours of training to over 100 key personnel and senior leadership

Massachusetts General Hospital, *Emergency Planner* (2003-2005).

Provided project coordination and management assistance to emergency department administrators. Developed plans and the implementation of the HazMat decontamination response team program.

- Managed HazMat team, related equipment, and training records. Provided regular communications and updates to team, and facilitated team trainings and events
- Planned and coordinated three successful hospital-wide chemical hazmat drills, including preparations for the July 2004 Democratic National Convention

Massachusetts General Hospital (MGH), Boston, Massachusetts. Research Assistant, Cardiac Surgery (2003). Researched data from patient medical records and produced analyses for the following published studies: "Study on Ischemic Mitral Regurgitation," and "Study on Compensation of Human and Systems Errors in Cardiac Surgery." Completed requisite Partners Health Care System human-subject protection education requirements and observed numerous cardiac surgical procedures.

Heller School for Social Policy and Management, Brandeis University, Waltham, Massachusetts (2001-2003). Research Assistant, Family and Child Policy Center. Worked with co-investigators on the evaluation of Fighting Back, a national program funded by the Robert Wood Johnson Foundation to advocate a community-based approach for reducing substance abuse. Tasks included: data entry, research on article references, and review of papers before submission.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Nov/27/2023

Matthew Fink

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

Consent Agenda – Request approval to re-appoint Brad Peterson from Concho to serve on the Planning & Zoning Commission for a 4-year term.

BOS Meeting Date Requested: December 5, 2023

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)

Community Development

Date/Signature: 11/21/23 [Signature]

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

Consent Agenda – Request approval to re-appoint Dan Muth from Springerville to serve on the Planning & Zoning Commission for a 4-year term.

BOS Meeting Date Requested: Dec 5 2023

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)

Community Development

Date/Signature: 11/27/23

Marlene Fitch

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 hearing officer contract with Shawn Taylor.

BOS Meeting Date Requested: December 5, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Ch. R. H.

Finance Review:

Signature

[Signature]

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

CONTRACT TO PROVIDE HEARING OFFICER SERVICES

This Contract to Provide Hearing Officer Services ("Contract") is entered into by and between Apache County ("the County") and Shawn Taylor ("Contractor"). For purposes of this Contract, the County and Contractor shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, the County desires to secure hearing officer services in matters where violations of the Apache County Code have been alleged or where the County has received a request for a hearing, or in other areas and at other times, as the County deems necessary;

WHEREAS, Contractor possesses the necessary qualifications to provide hearing officer services for the County, is currently a licensed attorney in good standing with the State Bar of Arizona, has over 20 years experience in the practice of law, and previously served as a judicial officer;

WHEREAS, the County desires to designate a Hearing Officer to preside over hearings involving the enforcement of state and local laws including violations of building, zoning, grading, drainage, stormwater, encroachment, well and septic laws and regulations;

WHEREAS, the County also desires to designate a Hearing Officer to preside over hearings involving the Apache County Public Health Services District Environmental Division's enforcement of local and state laws, including violations of solid waste laws and regulations.

NOW THEREFORE, in consideration of the foregoing representations, and other good and valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. Term

The term of this Contract shall begin on January 1, 2024, and continue through December 31, 2024. Following the initial term, this Contract shall automatically renew for up to three (3) additional one-year terms unless otherwise

terminated in writing by either party prior to the renewal date under the conditions set forth in this Contract.

2. Scope of Work

Unless disqualified by reason of a conflict of interest, Contractor agrees to serve as a Hearing Officer for alleged Apache County Code violations, including but not limited to, violations of building, zoning, grading, drainage, stormwater, encroachment, well and septic laws and regulations, environmental health laws and regulations, and other provisions of the Apache County Code which provide for a hearing presided over by a Hearing Officer.

3. Conflicts of Interest

Contractor (including his employees and agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Contractor shall not undertake any work that is in conflict with Contractor's role as a Hearing Officer. This prohibition includes, but is not limited to, representing any party in any administrative or judicial proceeding relating to or arising out of any matter which is, has been, or may be the subject of an Apache County Code violation proceeding. Additionally, prior to acting as a Hearing Officer in any case, Contractor shall perform an internal conflict of interest check to ensure that no conflict of interest with any of the parties to the action that will come before him exists, and shall promptly disclose any such conflicts. Contractor further shall not make or participate in a decision made by the County if it is reasonably foreseeable that the decision may have a material effect on Contractor's economic interest. Should Contractor acquire a conflict of interest following the execution of this Contract, Contractor shall immediately apprise the County of the same.

4. Hearing Procedures

- 4.1 Unless otherwise agreed to or ordered by Contractor, the County shall email copies of all notices, communications, staff reports and other relevant documents to Contractor at least seven (7) calendar days prior to a scheduled hearing.
- 4.2 The County, at its sole expense, shall provide a room for the hearing and technology to record the hearing.

- 4.3 Contractor shall conduct hearings as set forth by Apache County, in a professional, fair, and impartial manner. At such hearing, Contractor shall swear witnesses, hear testimony, and receive written or documentary evidence relating to the alleged violation. Contractor shall record the hearing and preserve all written argument, photographs, and other documentary evidence introduced at the time of the hearing. Contractor shall perform all work under this Contract in a manner consistent with the level of competency and standard of care normally observed by a person practicing in the legal profession. Contractor hereby agrees to provide all services under this Contract in a timely manner, and in accordance with the applicable local, state, and federal laws and regulations.
- 4.4 Upon conclusion of a hearing, Contractor shall render his written decision in accordance with the requirements of the Apache County Code and all other applicable laws or regulations, including, but not limited to rendering a written decision containing findings of fact and conclusions of law and a statement that the decision is final. In the event a violation is found to exist, Contractor shall also issue an Order that the violation be abated within a certain time, along with a statement of costs incurred by the County in abating the violation and an assessment of penalties in accordance with the Apache County Code. Contractor shall timely serve his or her decision on all involved parties and shall include a proof of service as part of the decision.

5. Records

- 5.1 The County shall retain all records related to the hearings under this Contract, including the record of hearing, and all photographs, demonstrative, and documentary evidence introduced at the time of the hearing, for a period of five (5) years from the date that Contractor issues a written decision in the matter. The County's records shall be available for Contractor's review upon written request.

- 5.2 Contractor shall retain his records, notes, decisions, and other documents related to a proceeding for a period of five (5) years after the date that Contractor issues a written decision the matter.
- 5.3 Upon reasonable notice, Contractor shall make available to the County, or its agent, for inspection and audit, all documents and materials maintained by Contractor in connection with his performance of the duties under this Contract. Contractor shall fully cooperate with the County or its agent in any such audit or inspection. The records related to the hearing prepared by Contractor shall belong to the County.
- 5.4 Contractor shall return to the County all evidence submitted at the hearing within thirty (30) days of the rendering Contractor's written decision in the matter.

6. Compensation

As full and complete compensation for the services to be provided by Contractor, Apache County shall pay to Contractor a fixed rate of one thousand dollars (\$1,000.00) per month with the total annual compensation to be paid under this Contract not exceeding \$12,000 during the initial term of this contract.

7. Authority to Enter Contract

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

8. Choice of Law

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 through voluntary mediation. The parties agree to make use of binding arbitration in all contract disputes pursuant to rules adopted under A.R.S. §12-133. If the parties cannot reach an agreement through mediation or binding arbitration, any legal action shall

be initiated in Apache County and this Contract shall be construed in accordance with Arizona law.

9. Termination of Contract

The Contractor or Apache County may terminate this contract in whole or in part without cause effective sixty (60) days after mailing written notice of termination by regular or certified mail, return receipt requested to the other party, to the addresses contained within this Contract. In the event of termination as provided in this Section, the Contractor shall: a) stop all work as specified in the notice of termination; and, b) the Contractor shall receive such compensation as is reasonably due for work completed before the date of termination; no compensation beyond that amount shall be due. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this Contract. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

10. Default

The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement. The Contractor shall continue the performance of this contract to the extent not terminated. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the County, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

11. 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 County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily

withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. 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.

12. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Contract.

13. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless Apache County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes, or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

14. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute(s).

15. Assignment

The Contractor shall not assign any right or interest in this Contract without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported

assignment, delegation or subcontract without the County's prior written approval shall be void.

16. Forced Labor

Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor further acknowledges and agrees that (1) if Contractor becomes aware during the term of this Agreement that it is not in compliance with this certification that Contractor will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if Contractor does not provide the County with a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of Contractor to ensure compliance with this certification for the duration of this Agreement.

17. Notice

As contained within this Contract, all notices shall be mailed to the parties via certified mail, return receipt requested, at the following addresses:

Contractor:

Shawn Taylor
932 S. Main Street, Ste A-104
Snowflake, AZ 85937

Apache County:

Apache County Board of Supervisors
Attn: Clerk of the Board
P.O. Box 428
St. Johns, AZ 85936

[Signature Page Follows]

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on Behalf of Apache County:

Alton J. Shepherd
Chairman of the Board

Date

Contractor:



Shawn Taylor

11/27/23

Date

Approved as to Form:

Apache County Attorney's Office

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

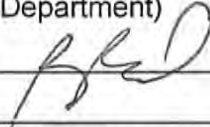
LIBRARY OF CONGRESS

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

County Manager

Date/Signature:

11/27/23



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

Discussion and possible selection of the Board of Supervisors' Chairman for 2024.

BOS Meeting Date Requested 12-5-23

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

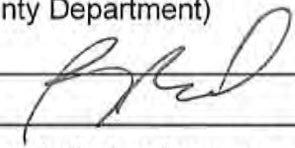
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

APACHE COUNTY BOARD OF SUPERVISORS

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

County Manager

Date/Signature:

11/27/23 

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

County Manager: Discussion and possible selection of the Board of Supervisors' Vice Chairman for 2024.

BOS Meeting Date Requested 12-5-23

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

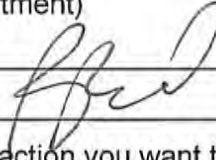
LIBRARY

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

County Manager

Date/Signature:

11/27/23



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

Discussion and possible appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee (LPC) for 2024.

BOS Meeting Date Requested 12-5-23

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

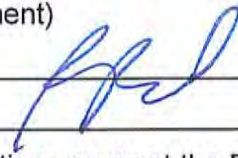
0000/0000/0000

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

County Manager

Date/Signature:

11/27/23



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

Discussion and possible selection of a member of the Board of Supervisors to serve on the Eastern Arizona Counties Organization (ECO) Committee.

BOS Meeting Date Requested 12-5-23

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**

00000/00000 00000000

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

County Manager _____

Date/Signature: _____

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

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

- The Coal Transition meeting on December 5, 2023, at 9:00 a.m. at the Apache County School Superintendent's Office, 75 N. 1st West Street, St. Johns, Arizona.
- The Arizona Association of Counties Annual Conference on December 13-15, 2023, at the Sheraton Mesa Wrigleyville West Hotel, 860 North Riverview, Mesa Arizona.
- The Eastern Arizona Counties Organization meeting on December 13, 2023, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on December 14, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested 12/5/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____



SCHEDULE OF EVENTS

Subject to change

Tuesday December 12

Hotel Check-In

Wednesday December 13

General Session

Political Round Table

Nationwide: Social Security 360

Exhibitor Speed Dating

Exhibitor Luncheon

Vendor Event

Affiliate Group Meetings

Dinner on your own for conference attendees

Special Event: Sheriffs Award Banquet (Invite Only)

Hospitality Suite

Thursday December 14

Education Block 1

Sovereign Citizen Extremism

Nationwide: Tax Efficient Retirement Income

Runbeck: Elections

Education Block 2

Legislative Primer

Eye of the Storm: Clerks of the Court

Workshop C

Closing General Session w/ George Carroll

President's Banquet

SCHEDULE OF EVENTS

Subject to change

Friday December 15

AACo's Board of Directors Meeting

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

AGENDA ITEM REVIEW FORM

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

County Manager

Date/Signature:

11/27/23



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 12-5-23

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