



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,
THE APACHE COUNTY LIBRARY DISTRICT,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY JAIL DISTRICT**

**February 7, 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 LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
February 7, 2023**

1. Discussion and possible approval to extend the current contract with NTUA Wireless, LLC, for an additional year. This agreement will provide internet services to all Apache County Libraries except for Alpine and will be budgeted for in FY23-24.
2. Discussion and possible approval to extend the current contract with Gila Broadband, LLC, for an additional year. This agreement will provide internet services for the Alpine Public Library and will be budgeted for in FY23-24.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
February 7, 2023**

1. Discussion and possible approval of Intergovernmental Agreement Contract No. CTR058097, Amendment No. 1, Covid Expansion Project extension through May 1, 2024.
2. Discussion and possible approval of Intergovernmental Agreement Contract Number CTR60281 Immunization Services, effective July 1, 2022, through June 30, 2024, for the immunization services. This has been budgeted for in FY23.
3. Discussion and possible approval of Intergovernmental Agreement Amendment #2 Covid-19 Testing, Contact Tracing and Communication with the Arizona Department of Health Services. This amendment extends the end date to May 31, 2024.
4. Discussion and possible approval of the Public Health Medical Consultant/Alternative Medical Examiner Services with Summit Healthcare Association, effective January 1, 2023. This has been budgeted for in FY23.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
February 7, 2023**

1. Discussion and possible approval to renew the current contract with Advance Correctional Healthcare for the provision of health care to incarcerated patients, at the current rate.

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

February 7, 2023

- I. 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 January 3, 2023, to February 7, 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 January 3, 2023 and January 18, 2023.
- *C. Request approval for participation in the National Center for Public Lands Counties. Apache County's contribution will be \$55,380.
- *D. Request approval of a resolution to accept Gila River Indian Community grant funds on behalf of the Alpine Fire District.
- *E. District II: Request approval to purchase radio communication equipment utilizing USDA grant funds.

Superior Court:

- *F. Request approval of the Memorandum of Understanding between the U.S. District Court of Arizona and Apache County – North Star Justice Court (Chinle Courtroom). This agreement is effective January 1, 2023 to December 31, 2023.
- *G. Pursuant to A.R.S. §12-121 & §12-144, request approval for the re-appointment of Judge Garrett Whiting, as a full time Superior Court Judge Pro Tempore, and appoint/reappoint the following judges as emergency, as needed, part time judges: Robert Higgins, Paul Julien and Theron Hall III. The appointments shall begin July 1, 2023 and end June 30, 2024.

Community Development:

- *H. Request approval of a conditional use permit allowing Commscapes, LLC on behalf of Vertical Bridges and Verizon to construct a Wireless Communication facility and to install a 100' stealth mono-pine tower within a 35' x 75' enclosed compound. The proposed site will be designed to support additional commercial wireless tenants and public safety entities. Property is located in Alpine, AZ 85920. A.P.N. 101-28-007. The Planning & Zoning Commission unanimously recommended approval on January 5, 2023.

Information Technology Department:

- *I. Request approval of the County's Enterprise Agreement with Microsoft for licensing and software. The amount is not to exceed \$130,000 annually for a period of three (3) years.

Human Resources:

- *J. District II: request approval to eliminate the position of Automotive Parts Inventory Clerk (Range 31) and create the position of Administrative Coordinator (Range 42) and hire within the salary range.

Finance Department:


- *K. Request approval of an Intergovernmental Agreement with the Arizona Department of Administration to provide for House Bill 2862 – Payments to Sheriff's Deputies and Detention Officers. Contract amount not to exceed \$380,000.
2. Sheriff's Office: Discussion and possible approval to hire two (2) Deputy positions within the range, not to exceed the midpoint. Salaries will be commensurate with experience for candidates who are experienced AZPost certified peace officers. This request will not result in an increase to the FY23 budget.
 3. Engineering Department: Discussion and possible approval to award Bid # 2023-01 for contract trucking, countywide.
 4. Engineering Department: Discussion and possible approval to accept the abandonment of the old alignment of U.S. 180 and approve the waiver in accordance with A.R.S. §28-7209. Maps are available for review in the county manager's office.
 5. Engineering Department: Discussion and possible approval of a resolution to enter into an Intergovernmental Agreement between the Navajo Nation and Apache County for school bus route maintenance. Strip maps of each road included in this agreement are available for review in the county manager's office.
 6. Engineering Department: Following a possible executive session for legal advice pursuant to A.R.S. §38-431.03(A)(3), discussion and possible approval of a settlement agreement in regard to case CV2022-0115, and possible action to perform obligations under the agreement.

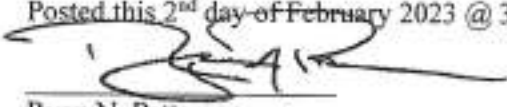
7. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- The Eastern Arizona Counties Organization meeting on February 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 February 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 February 16, 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 an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 2nd day of February 2023 @ 3:00 p.m. by 


Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, Keirsten Nielsen

Date/Signature: Keirsten Nielsen 1/26/2023

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 extend current contract with NTUA Wireless, LLC. for one-year (March 11, 2023 – March 10, 2024) to provide internet services to all Apache County Libraries except for Alpine. This will be budgeted for in FY23-24.

BOS Meeting Date Requested: February 7, 2022

Legal Review:

PRE-AGENDA ITEM REVIEW

Signature

[Handwritten Signature]

Finance Review:

Signature

[Handwritten Signature]

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



**Exhibit D - Form of
Service Acceptance Certificate**

TO BE SIGNED AT TIME OF SERVICE ACCEPTANCE

Customer has three (3) business days from the date of this Service Acceptance Certificate to accept the Services described below. If Customer does not respond within three (3) business days, Customer will be deemed to have accepted the Services. Company will begin billing in accordance with the Agreement on the date of acceptance (or deemed acceptance, as the case may be) of the Services.

The undersigned Apache County Library District ("Customer") entered into a TELECOMMUNICATIONS SERVICE AGREEMENT dated _____, 2022 (the "Agreement") with NTUA Wireless, LLC, a Delaware Limited Liability Company, having an address at P.O. Box 1947, South of Highway 191 & NR 7 Jct., Chinle, Arizona 86503 (the "Company") whereby Company agreed to provide certain telecommunications services to Customer as set forth in Exhibit A to the Agreement (the "Services").

On behalf of Customer, I hereby acknowledge and certify that the Services have been provided by Company to one or more of the multiple locations identified in Exhibit A to the Agreement, and that accordingly the date set forth below shall be deemed the Initial Service Date as set forth in Section 1 of the Agreement.

I certify that I am authorized by Customer to execute this Service Acceptance Certificate on its behalf.

_____ Complete

Customer: Apache County Library District

Signed: *Dolly Patterson*

Title: Acting Director

Date: March 18, 2022

Company: NTUA WIRELESS, LLC

Signed: _____

Title: _____

Date: _____



NTUA Wireless, LLC. SPIN # 143035541

TELECOMMUNICATIONS SERVICE AGREEMENT

THIS TELECOMMUNICATIONS SERVICE AGREEMENT (the "Agreement") is made and entered into this 11th day of March, 2022, (the "Effective Date") by and between NTUA Wireless, LLC, a Delaware limited liability company, having an address at P.O. Box 1947, South of Highway 191 & NR 7 Jct., Chinle, Arizona 86503 (the "Company") and Apache County Library District, having an address at 30 South 2nd West, St. Johns, AZ 85936 (the "Customer"). Company and Customer collectively are referred to herein as the "Parties".

WHEREAS, Customer desires to receive certain telecommunication services (as described more fully in Exhibit A, the "Service(s)") at the locations identified in Exhibit A.

WHEREAS, Company desires to provide the Service(s) to Customer as described more fully in Exhibit A.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Initial Service Date** – The Initial Service Date shall be the first date any Service ordered under this Agreement is delivered by Company and accepted by Customer (as set forth in Section 4 below) at any one or more of the multiple locations identified in Exhibit A.
2. **Term** – The initial term of this Agreement shall be for one (1) year beginning as of the Initial Service Date (the "Initial Term"). Customer has the right to extend the term of this Agreement for four (4) additional periods of one (1) year at a time through June 20, 2027, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation.
3. **Responsibilities of Company** – Company shall provide Customer with Services, as set forth in Exhibit A, for the locations specified in Exhibit A, as well as use reasonable commercial efforts to accommodate any special requirement(s) specified within Exhibit B. The Services shall be provided in accordance with the Company's service level commitments established in Exhibit C. To facilitate Service, Company shall install all equipment it deems necessary, including but not limited to radio, antenna, and cable (the "Company Equipment"), at the locations identified in Exhibit A.
4. **Responsibilities of Customer** – Customer agrees to provide or obtain any permission or consent required for Company to access the locations identified in Exhibit A, at no cost to Company, for the purposes of (i) installing, maintaining, troubleshooting and removing Company Equipment necessary to provide Service and (ii) fulfilling any special requirements as outlined in Exhibit B. Customer is solely responsible for ensuring that its equipment ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. Customer shall execute and deliver to the Company a Service Acceptance Certificate in the form attached hereto as Exhibit D upon the completion of the installation and initiation of Services at each location identified in Exhibit A. If Customer does not sign the Service Acceptance Certificate or respond to Company within three (3) business days from the date thereof, the Services will be deemed accepted. Customer agrees to immediately notify Company if Company's Equipment is lost, damaged, or stolen, or Customer is aware at any time that Service is being stolen or fraudulently used.



5. **Permitting and Landlord Approval**- Customer will assist Company in obtaining any required permits and/or approval for the installation of Company Equipment on property not owned by Customer or property subject to any restriction or building code provision requiring a building permit for the installation of Company Equipment. Company and Customer shall use best efforts to obtain such required permits and/or approval. Company shall not be required to provide Service and shall have no liability to Customer where such required permits and/or approvals have not been obtained.

6. **Acceptable Use** –Services may only be used for lawful purposes. Transmission of any material in violation of any Federal, state or local regulation is prohibited. This includes without limitation material protected by trade secret, copyrighted material, and material legally judged to be threatening or obscene. Any access to and use of other networks connected to Company, including the Internet, must comply with the rules and behavior guidelines of Company's network. The sale of Internet access by Customer using the connection provided under this Agreement to another person or entity is expressly prohibited. Customer and its permitted users must at all times adhere to the Company Terms of Use Agreement, as may be updated from time to time, available here: <https://www.choice-wireless.com/broadband-terms.html>.

7. **Invoices and Payment** – The Parties acknowledge that the monthly recurring charges ("MRC") and non-recurring charges ("NRC") for the Services identified in Exhibit A may be satisfied using a combination of Customer funds and Universal Service Administrative Company ("USAC") E-Rate Program funds. Customer will be invoiced for each individual location when Service is fully operational and activated at each individual location, as documented by the execution of a Service Acceptance Certificate. The Customer will be invoiced for the Services on a monthly basis unless other arrangements are made between the Parties in writing. Payment is due thirty (30) days after the date of invoice. Payments received more than thirty (30) days after the date of the invoice are subject to a late fee at Company's sole discretion, not to exceed one-and-one-half percent (1 ½%). In addition, Customer shall be liable for any loss of USAC funding for the Services and in such case shall be responsible for paying its NRC and MRC invoices in full. Not receiving an invoice on any given month does not absolve Customer from the aforementioned payment obligations. Customer may only dispute charges that Customer believes are results of a billing error or a reported problem relating to the Service. Delinquent accounts are accounts for which payment is thirty (30) days past due and are subject to immediate suspension or termination of the Service at the sole discretion of Company. A Customer suspended for a delinquent account shall pay Company a \$250.00 reconnection fee to have Service reactivated.

8. **Taxes**- Prices are exclusive of taxes. Customer represents that it is a governmental entity and is tax exempt.

9. **Termination and Termination Charges** –

Company may terminate either (a) this Agreement (b) any Service, or (c) both, immediately upon written notice to Customer (i) at any time prior to USAC's issuance of a final funding commitment, or (ii) if Customer fails to make any payment in accordance with the provisions of this Agreement after having been given thirty (30) days' notice of such non-payment.

Further, Company may terminate this Agreement immediately upon the occurrence of any of the following events: (A) Customer's failure to timely file Federal Communications Commission Forms 470 and/or 471 with USAC for the applicable funding year; (B) USAC's denial of Customer's application for funding under the E-Rate Program for the applicable funding year; or (C) if USAC funding becomes unavailable for any reason, either in full or in part.

Either Party may terminate this Agreement immediately upon written notice, if the other:

- a. Commits a material breach of this Agreement which is capable of remedy and the breaching Party fails to remedy the breach within thirty (30) days of written notice to do so;
- b. Commits a material breach of this Agreement which cannot be remedied; or
- c. Is repeatedly in breach of this Agreement.

10. **Termination Charges for Customer Breach** - A termination fee may apply if this Agreement, or any Service, is terminated by Customer before the end of the Initial Term on a basis other than as provided in Section 9 of this Agreement. The termination fee shall be determined by multiplying the MRC as identified in Exhibit A by the number of months remaining in the Initial Term of the Agreement as of the date of termination by Customer.
11. **Equipment** - Any Company Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remains the personal property of Company or Company's assignee, notwithstanding that it may be or become attached to or embedded in realty. Company Equipment shall not be removed or replaced by Customer without Company's written approval. Customer will not tamper with, remove or conceal any Company identifying plates, tags or labels. Upon termination of this Agreement (in whole or in part), Company shall have the right, and Customer shall afford Company reasonable access to its facilities, to remove the Company Equipment from Customer's premises. All Company property shall be returned to Company in the same condition as installed, normal wear and tear expected. In the event Company property is not returned to Company in accordance with this Section, Customer will be billed for and pay to Company an amount equal to the retail value of the Company property, except to the extent such failure is caused by the negligence or willful misconduct of Company or its agents.
12. **Customer Equipment and Facilities** - Customer shall at its own expense undertake all necessary preparations to comply with Company's installation instructions. If Customer is not ready to accept Services thirty (30) days after the Planned Service Date described in Exhibit A, Company may begin billing Customer MRCs using the Planned Service Date as the Service Date. Customer is solely responsible for ensuring that its equipment owned by Customer ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. In the event that any equipment is purchased by Customer under this Agreement, as may be described in Exhibit A, such equipment is Customer Equipment. Customer is responsible for the use, compatibility and maintenance of all Customer Equipment.
13. **Local Exchange Carriers** - Customer will cooperate fully with Company in working with Local Exchange Carriers and others for the provisioning of local access required as part of the Services.
14. **Service Access Security** - Customer shall be responsible for user access security, such as control over users of the Service. Company provides no user access security with respect to any of its customers or facilities of others connected to the Internet.
15. **Pricing and Installation fee** - See Exhibit A
16. **Assignment** - The Parties shall not, without prior written consent of the other Party, which shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges, or obligations under this Agreement. Notwithstanding the foregoing, Company may assign this Agreement to the Navajo Tribal Utility Authority ("NTUA") or any Affiliate of Company, at Company's sole discretion and without Customer's prior consent, and all of Company's rights, title and interest herein shall inure to



the benefit of such assignee, its successors and assigns. "Affiliate" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any entity or enterprise, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such entity or enterprise for the election of directors or other governing body of such entity or enterprise, or (b) direct or cause the direction of the management and policies of such entity or enterprise, whether through the ownership of voting securities, by contract, or otherwise.

17. **Service Provider Identification Number** - 143035541

18. **Notices** – All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt mail requested, or nationally recognized overnight courier service, with a copy via facsimile to the address set forth below or as may subsequently be requested in writing.

Customer:

Company Name	Apache County Library District
Contact Name	Dolly Patterson
Email	dpatterson@co.apache.az.us
Main Phone	928-337-4923
Alternate Phone	
Fax	
Address	30 South 2 nd West St. Johns, AZ 85936
Billing Address	ATTN: Accounts Payable 30 South 2 nd West St. Johns, AZ 85936

Company:

Company Name	NTUA Wireless, LLC (NTUAW)
Contact Name	Bernadette Kee
Email	Bernadette.Kee@ntuaw.com
Main Phone	928-674-3840 ext. 3905
Alternate Phone	928-781-8999
Fax	720-733-5398
Address	NTUA Wireless LLC P.O. Box 1947 Chinle, AZ 86503

19. **Indemnification by Customer** – Customer agrees to defend, indemnify and hold Company and its Affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, settlement payments and any damages awarded related to or arising from: (1) the use of the Services or the placement or transmission of any message, information, software or other materials on any other network connected to Company; (2) negligent acts or omissions of Customer or its Affiliates in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by Company which are connected or are to be connected to Company Equipment or the Services; and (3) claims for infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, arising from the use of equipment and software, apparatus and systems not provided by Company.
20. **Choice of Law and Jurisdiction**- THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF ARIZONA, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS.
21. **Entire Agreement** - This Agreement supersedes all prior representations, agreements and understandings whether oral, written or implied, with respect to the subject matter hereof and may only be modified in writing signed by both Parties.
22. **WAIVER OF CONSEQUENTIAL DAMAGES** – EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF THE CONFIDENTIALITY AND/OR NON-DISCLOSURE OBLIGATIONS CONTAINED HEREIN AND CLAIMS SUBJECT TO INDEMNIFICATION, EACH PARTY HERETO SHALL NOT BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO



NTUA Wireless, LLC. SPIN # 143035541

FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICE, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. **No Warranty** - The Services and any devices, including Customer Equipment and Company Equipment, are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose, unless otherwise stated within this Agreement. No advice or information given by Company or its Affiliates shall create a warranty. Neither Company nor its Affiliates warrant that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of harmful components. Under no circumstances shall Company or its Affiliates be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from the use of or inability to use the Services, or Customer's reliance on or use of information, services or merchandise provided on or via the Services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
24. **Confidentiality/ Non-disclosure** - a) Each party expressly undertakes to retain in confidence and not to disclose any or all information and know-how, in whatever form transmitted, including, but not limited to, information concerning either Party's past, present and future business affairs, business plans, operations or systems of such party ("Disclosing Party") or another party whose information the Disclosing Party has in its possession under obligations of confidentiality, disclosed in any way to it (the "Receiving Party") that the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). The Receiving Party shall treat the Confidential Information with the same degree of care it treats its own confidential information, and will make no use of such Confidential Information during the existence of this Agreement except as otherwise specified herein; (b) the Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party; (ii) the Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or (iii) is independently developed by the Receiving Party; (c) except as otherwise provided, the Receiving Party shall not disclose, disseminate, distribute or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission; (d) The parties agree that a breach of the terms of this Section would result in irreparable injury to the Disclosing Party for which a remedy in damages would be inadequate. The parties agree that in the event of such breach or threatened breach, the Disclosing Party shall be entitled to an injunction to prevent the breach or threatened breach, in addition to remedies otherwise available for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.
25. **Counterparts**. This Agreement may be executed in one or more counterparts, and if in more than one counterpart each, when taken together, shall constitute one and the same instrument.
26. **Survival**. The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement and any permitted assignment of this Agreement. Upon termination of this Agreement, the terms and conditions of Section 24 (Confidentiality) shall continue in effect for a period of two (2) years.

[SIGNATURE PAGE FOLLOWS]



NTUA Wireless, LLC. SPIN # 143035541

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Apache County Library District

By: Dolly Patterson

Its: Acting Director

Date: March 18, 2022

NTUA Wireless, LLC

By: Benedetto

Its: Enterprise Sales Manager

Date: March 11, 2022



NTUA Wireless, LLC. SPIN # 143035541

EXHIBIT A- Service Information

Service #	Location	Service Type	Planned Service Date	Quantity (MB)	Monthly Service Fee (MRC)	MRC with 6.10% Apache Cty Tax	Service Installation Fee (NRC)
1	Concho Library 18 CR 5101 Concho, AZ 85924	DIA- Fiber	July 1, 2022	100	\$812.33	\$861.88	\$0
2	Greer Library 74 A CR 1120/Main Street, Greer, AZ 85927	DIA- Fiber	July 1, 2022	100	\$812.33	\$861.88	\$0
3	Round Valley Library 179 South Main Street, Eager, AZ 85925	DIA- Fiber	July 1, 2022	100	\$812.33	\$886.25	\$0
4	Sanders Library 339 North Frontage Road Sanders, AZ 86512	DIA- Fiber	July 1, 2022	100	\$812.33	\$861.88	\$0
5	St. Johns Library 35 South 3 rd West St. Johns, AZ 86536	DIA- Fiber	July 1, 2022	100	\$812.33	\$886.25	\$0
6	Vernon Library 10 CR 3142 Vernon, AZ 85940	DIA- Fiber	July 1, 2022	100	\$812.33	\$861.88	\$0

* Dates are subject to change. Changes by the Customer to the dmarc location may reflect a change in the NRC or MRC. Quantity may be increased upon request by the Customer. Increase in quantity may result in a change in the NRC or MRC. Services on the Navajo Nation are subject to Navajo Nation tax. Services provided outside of the Navajo Nation may be subject to local, state, and federal taxes. Services may be subject to applicable local, state, or federal fees. If pricing reflects term discount, termination of contract prior to full term will require customer to pay pre-discounted rate.



NTUA Wireless, LLC. SPIN # 143035541

Growth Clause

Additional Services, as described below, may or may not be requested by Customer during the term of this Agreement. Additional Services can be included in this Agreement by an amendment to this Exhibit A and without change to the terms and conditions of the Agreement. In the event that Customer wishes to purchase additional Services during the Term, the following prices shall apply:

- Rest of page intentionally left blank -

EXHIBIT B- Special Instructions

1)



- Rest of page intentionally left blank -

EXHIBIT C- Service Level Agreement

This Service Level Agreement ("SLA") relates to the Telecommunications Service Agreement dated March 11, 2022 between NTUA Wireless, LLC ("Company") and Apache County Library District ("Customer") (the "Agreement"), and establishes Company's service level commitments applicable to the telecommunications services provided pursuant to the Agreement (the "Service(s)"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

Definitions:

For purposes hereof, "Company IP Network" shall include Company-owned and controlled or Navajo Tribal Utility Authority-owned and controlled IP backbone network, private network and WiFi access points. Company IP Network shall not include, and this SLA shall not apply to, (i) networks owned and/or controlled by other carriers; (ii) local access circuit; (iii) Customer premise equipment; (iv) Customer Local Area Network; or (v) interconnections to or from and connectivity within other Internet Service Provider (ISP) networks.

For purposes hereof, a "Force Majeure" event shall mean any natural disaster, act of God, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of the Service upon which Company relies in order to provide any part of the Service) and national and/or civil emergencies.

Scope:

This SLA applies only to Customer's access to the Company IP Network. This SLA does not include networks owned and/or controlled by other carriers; local access circuit (e.g. local loop); Customer premise equipment (router or CPE); Customer's local area network (LAN); or interconnections to or from and connectivity within other ISP networks.

This SLA applies to Service and related Company Equipment only. Company will not be responsible for, and service credits will not be issued in connection with, any failure by Company to meet a service level commitment by reason of any of the following:

- a. Any Customer act or omission, including without limitation any negligence, willful misconduct or misuse of any service or equipment, which impairs Company's ability to provide service;
- b. Scheduled maintenance on the Company IP Network;
- c. Suspension of Service by Company, including suspension for non-payment of Service charges;
- d. Any hardware, software or network failures or lack of Service availability that arises from or is the result of Force Majeure as defined herein;
- e. Any failure of any statistical monitoring devices used to measure the performance of the Service against the standards set by this SLA where the Service is itself unaffected by the failure of the statistical monitoring device(s);
- f. Failure of Customer to comply with the terms and conditions of the Agreement;
- g. Inability to gain access to Customer's premises (including the point of demarcation);
- h. Failure of Customer-provided equipment, cabling or power sources;
- i. Emergency maintenance by Company;
- j. Changes to Customer's Service made at Customer's request; or
- k. Time attributed to Customer's delay in responding to requests for assistance and/or access to repair the problem.

Monthly Service Availability:

Company IP Network, as defined above, is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the monthly recurring charge ("MRC") for that calendar month for each full day of outage. Limits on the service credit amount and reporting procedures are detailed below.

Packet Loss:

Company IP Network is guaranteed to have a maximum average packet loss of one percent (1%) or less during any calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each one (1) day the packet loss is above the one percent (1%) average maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

Latency:

Company IP Network is guaranteed to have an average round trip packet transit time within the Company IP Network over a calendar month of sixty (60) milliseconds or less. The average latency is measured as the average of 15-minute samples across the Company IP Network taken throughout the month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each day the latency is above the sixty (60) milliseconds average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.

Time to Restore Service Outage:

The guaranteed time to restore a service outage ("Time to Restore") is eight (8) hours during normal business hours (8AM to 5PM M-F) or twelve (12) hours during non-business hours, weekends and holidays. Time to Restore begins on the date and time when Customer reports the service impairment to Company, via Company's Network Operations Center ("NOC") telephone number during normal business hours or Company's emergency NOC telephone number after normal business hours, with all information necessary for Company to respond to the issue, and ends upon confirmation by Company to Customer that service has been restored (in each case, based upon Company's records). Time to Restore shall be extended to account for any period of time spent by Company waiting for a response, availability, action or access to the premises from Customer in furtherance of the repair effort, and any period of time during which a "force majeure" event affecting service has occurred and is continuing. In the event a service engineer must be dispatched to site, Time to Restore will include an additional two (2) hour travel period.

If Company is unable to restore service within the Time to Restore and Customer requests a credit, Company will issue a credit of one (1) day of the MRC for each one (1) day of Service outage. The aggregate of all Service availability credits shall not exceed the total MRCs billed during the month.

Claims and Credit Availability:

The provisions of this SLA state Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever. Customer must open a trouble ticket with Company's customer care when Customer believes a service outage has occurred in order to have the network unavailability eligible for consideration for a service credit. Customer must initiate a trouble ticket by voice contact. Upon notification from Customer, Company will open a trouble ticket, test the affected service and attempt to isolate the problem. Company's records and data will be the sole basis for all service credit calculations and determinations.



NTUA Wireless, LLC. SPIN # 143035541

Customer will not be entitled to any service credits for service unavailability unless Customer has opened a trouble ticket and requested the service credit within one (1) week of the service unavailability.

Upon Customer's request, and if duly approved by Company, the service credit will be in an amount equal to the pro-rated amount of one (1) day of MRC for the Service affected only (i.e. Dedicated Internet Access). Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day. Customer's total service credit(s) in any one month will not exceed the equivalent of one hundred percent (100%) of the relevant MRCs for the affected service for that month. Cumulative service credits in any one-month must exceed twenty five dollars (\$25.00) to be processed. If Customer fails to notify Company in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with Company and current in all of its obligations.

Pros and cons for accepting an agreement with NTUA Wireless, LLC.

Agenda item as written:

Discussion and possible approval to extend current contract with NTUA Wireless, LLC, for one-year (March 11, 2023 – March 10, 2024) to provide internet services to all Apache County Libraries except for Alpine. This will be budgeted for in FY23-24.

We are currently paying \$5,220.02 each month and have been told the costs will remain the same.

Pros

- We won't have to bid for new providers
- Already established with NTUA Wireless LLC
- Service is very good

Cons

- There are no cons

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District. Keirsten Nielsen

Date/Signature: Keirsten Nielsen 1/20/2023

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 extend current contract with Gila Broadband LLC. for one-year to provide internet services to Alpine Public Library. This will be budgeted for in FY23-24.

BOS Meeting Date Requested: February 7, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature Ch Rth

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Addendum B - Contract Extension

By signing below, I affirm that I am authorized to sign on behalf of my firm to extend this contract under the original Service Agreement and Proposal. All services, agreements, terms, conditions and pricing shall remain the same for the duration of the contract, regardless of how many years the contract is extended, for up to 4 year additional years after the initial contract year.

This contract extension is for the following period:

Start date: 7-1-2023

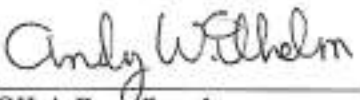
End date: 6-30-2024

Broadband Internet Bandwidth requested: 100 Mbps

Requested service start date of bandwidth increase: 7-1-2023

Physical address of the client location for this service selection:

17 CR 2061, Alpine, AZ 85920

_____ Client's Authorized Signature	_____ Printed Name	_____ Date
 _____ GILA Broadband	<u>Andy Wilhelm</u> Printed Name	<u>1-20-2023</u> Date

Service Agreement:

A. Network Availability:

GILA Broadband (GILA) guarantees a network uptime availability of 99.99%.

B. Network Outage:

Network outage is defined as the occurrence, within GILA's network, resulting in the inability of GILA's network to transmit IP packets for the customer. A GILA network outage does not include planned service maintenance windows, region wide outages of the points of presence that GILA passes IP traffic to, or reasons of Force Majeure.

C. Outage Triggering Service Credit:

Priority 1 outage is defined as any occurrence within the GILA network that results in Network outage greater than or equal to 60 minutes in any 24 hour period. In the event that a Priority 1 outage occurs, the Customer will receive credit for an entire day of service.

Priority 2 outage is defined as any occurrence within the GILA network that results in Network outage greater than or equal to 4 hours in any 24 hour period. In the event that a Priority 2 outage occurs, the Customer will receive credit for 25% of the monthly service fee.

Priority 3 outage is defined as any occurrence within the GILA network that results in network outage greater than or equal to 12 hours in any 24 hour period. In the event that a Priority 3 outage occurs, the Customer will receive credit for 50% of the monthly service fee.

D. Network Latency

Network Latency is measured as the average round-trip transmission of 85 milliseconds or less between the GILA IP backbone and the POP hand-off exchange to uplink carriers.

E. Latency Guarantee Process

Latency shall be measured by averaging sample measurements taken during a calendar month between GILA multiple domestic (U.S.) Points-of-Presence.

F. Latency Guarantee Service Credit

If GILA fails to meet the Latency Guarantee in a given calendar month; the Customer's account will be credited 25% of one month's service. Latency Guarantee does not include maintenance windows or reasons of Force Majeure.

G. Packet Loss Guarantee

Packet Loss of no greater than 1% across GILA's IP backbone is guaranteed.

H. Packet Loss Definition

The average percentage for the applicable calendar month, measured transmissions solely among points that are within the core GILA IP backbone; excluding delivery failures that are not attributable to performance of the GILA IP backbone or deliveries relating to scheduled periods of maintenance, upgrades or reasons of Force Majeure.

I. Packet Loss Guarantee Process

Packet loss shall be measured by averaging sample measurements taken during a calendar month between backbone-to-backbone point routers.

J. Packet Loss Guarantee Service Credit

If GILA fails to meet any Packet Loss Guarantee in a given calendar month; the customer's account will be credited 25% of one month's service.

K. General:

Customer must at all times cooperate with GILA in testing, determining and verifying that a qualifying GILA network service outage has occurred.

L. Credit Request Process:

In order to receive a credit for GILA's services, the Customer must notify GILA support of an outage occurrence. The service outage timestamp will begin once GILA Support assigns a ticket number to the case. GILA Support will investigate the reported outage and once GILA determines that the substantiated outage could qualify Customer for the SLA credit occurred then Customer may request a Service credit within 30 days after the event giving rise to the credit by contacting GILA Support. A valid support ticket must be provided with any credit request. Credit will appear on customer's bill for services within two (2) billing cycles after a validated credit request is made.

M. SLA Exclusions:

A Service Outage does not include an outage that occurs during scheduled periods of maintenance or upgrades. GILA is not responsible for failure to meet an SLA resulting from: The misconduct or accident of Customer behavior or Users of Service, the failure or deficient performance of power, equipment, services or systems not provided by GILA, delay caused or requested by Customer, service interruptions, deficiencies, degradations or delays due to any physical damage to radio equipment or access lines, service interruptions, deficiencies, degradations or delays during any period in which, GILA or its representatives are not afforded access to the premises where CPE is located, service interruptions, deficiencies, degradations or delays during any period when equipment is removed from Service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer change order, customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component, and force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of suppliers or other causes beyond GILA's control, whether or not similar to the foregoing.

N. Total Outage Credits:

Credits will not exceed the actual monthly recurring charge for the service.

O. Service Ticket Creation and Escalation:

Upon contract execution and commencement of service GILA Broadband support ticketing details will be provided with how to initiate support from website, email, or phone. Direct email and cell phone contacts for the principal company managers will also be provided and if at any time the standard ticketing process does not achieve the results expected feel free to reach out. Internally the SLA times on issues are monitored by our ticketing system and auto escalation to supervisors occurs.

- P. Service Provider shall not be held responsible for:**
Performance impairments caused elsewhere on the internet, services provided by other service providers, or clients inability to interact with services from other providers on the internet.
- Q.** Client desires to have GILA provide high speed Internet to a client location with the desired bandwidth and facility location address to be defined on attached Addendum A.
- R.** The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into the Agreement on behalf of its respective party.
- S.** No change, modification, or waiver of any of the terms of this Agreement shall be binding unless included in a written agreement and signed by both parties.
- T.** Executed counterparts of this Agreement will each be deemed originals, whether exchanged via mail or electronically. The Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

IN WITNESS WHEREOF, Service Provider and Client have signed this Agreement below for the initial contract period of July 1st 2022 through June 30th 2023.

CLIENT:

Apache County Library District

SERVICE PROVIDER:

GILA Broadband LLC


Client's Authorized Signature

Dolly Pattenson
Printed Name

3/18/2022
Date


GILA Broadband

ANDY WILHELM
Printed Name

2-18-2022
Date

Contract Extensions and Bandwidth Upgrades "Growth Clause":

This service offer may be extended in 1 year increments up to 4 additional years totaling 5 contract years total by signing and submitting a Contract Extension at least 30 days prior to contract end date. Bandwidth changes during the contract may be made by a Contract Addendum without extending the contract end date or terms.

Addendum A - Bandwidth Selection and Service Address

By signing below, the client is authorizing GILA Broadband LLC to deliver internet services as specified in the executed Service Agreement and Proposal. By signing below, I affirm that I am authorized to sign on behalf of my firm to commence the services at the service address listed for the bandwidth selected on the indicated service start date.

Broadband Internet Bandwidth requested: 50Mbps

Requested service start date: July 1, 2022

Physical address of the client location for this service selection:

17 CR 2061, Alpine, AZ 85920

Dolly Patton
Client's Authorized Signature

Dolly Patterson
Printed Name

3/18/2022
Date

Andy Wilhelm
GILA Broadband

ANDY WILHELM
Printed Name

2-18-2022
Date

Pros and cons for accepting an agreement with Gila Broadband LLC.

Agenda item as written:

Discussion and possible approval to extend current contract with Gila Broadband LLC. for one-year to provide internet services Alpine Public Library. This will be budgeted for in FY23-24.

We are currently paying \$540.00 each month and have been told that the cost will remain the same.

Pros

- We won't have to bid for new providers
- Already established with Gila Broadband LLC
- Service has been good

Cons

- There are no other vendors in the area

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

01/20/2022 stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 12/27/2022



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

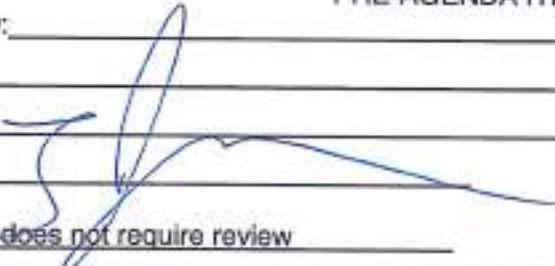
ACPHSD requests discussion and possible approval of the IGA Contract No: CTR058097 Amend No 1 COVID-19 Expansion Project extended through May 1, 2024.

BOS Meeting Date Requested 02/07/2023

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 _____



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.: CTR058097

IGA Amendment No: 1

Procurement Officer
Hana Hehman

COVID-19 Expansion Project

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

1. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, it is mutually agreed:
 - 1.1. The Contract is hereby extended through May 1, 2024.

All other provisions of this agreement remain unchanged.

Apache County Public Health Services District

Contractor Name:
75 West Cleveland Street
Address:
St. Johns Arizona 85936
City State Zip

Authorized Signature

Print Name

Title

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

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

State of Arizona

Signature Date

Signed this _____ day of _____ 202_

Print Name

Procurement Officer

Contract No.: CTR058097, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General

Print Name

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

02/07/2023

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 12/27/2022

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

ACPHSD requests discussion and possible approval of IGA Contract No. CTR060281 Immunization Services effective July 1, 2022 through 06/30/2024 for the purpose of increasing immunization coverage levels of children zero through eighteen years of age and adults nineteen years of age and older in both the public and private sectors of health care to prevent and control Vaccine-Preventable Diseases. The amounts are continuous COVID-19 funds from 2019. This has been budgeted for in FY23.

BOS Meeting Date Requested 02/07/2023

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



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR060281

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

Procurement Officer
Brenda Prevost

the Project Title: Immunization Services Begin Date: July 1, 2022

Geographic Service Area: Apache County Termination Date: June 30, 2024

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.

<p>Arizona Transaction (Sales) Privilege:</p> <p>_____</p> <p>Federal Employer Identification No.:</p> <p>_____</p> <p>Tax License No.:</p> <p>_____</p> <p>Contractor Name: Apache County Address: P.O. Box 428 St. Johns, AZ 85936</p>	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> <p>Name: <u>Corinna Waddell</u></p> <p>Phone: <u>928-270-1139</u></p> <p>FAX No: <u>928-337-2062</u></p> <p>E-mail: <u>cwaddell@co.apache.az.us</u></p>
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p>This Contract shall henceforth be referred to as Contract No. <u>CTR060281</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____, 2022</p> <p>Procurement Officer</p>
<p style="text-align: center;">CONTRACTOR ATTORNEY SIGNATURE:</p> <p>Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p>Contract, No CTR060281, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:</p> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	TERMS AND CONDITIONS

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR060281	

2. Contract Type.

This Contract shall be:

 X Cost Reimbursement.

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR060281	

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR060281	

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

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	TERMS AND CONDITIONS

23-214, Subsection A.

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

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
- 5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	TERMS AND CONDITIONS

from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

6. Contract Changes

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

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

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

7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	TERMS AND CONDITIONS

materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. Exclusions. Force Majeure shall not include the following occurrences:

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

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

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

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

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

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR060281	

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

9. State's Contractual Remedies

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	TERMS AND CONDITIONS

shall be amended in writing accordingly.

- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination,

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR060281	

the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12 -1518, except as may be required by other applicable statutes (Title 41).

12. Communication

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

13. Client Grievances

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

14. Sovereign Immunity

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR060281	

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

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

19. Unique Entity Identifier (UEI) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	TERMS AND CONDITIONS

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. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

- 21.1.1. Procure or obtain;
- 21.1.2. Extend or renew a contract to procure or obtain; or
- 21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

22. Technology Replacement

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

23. Authorization for Provision of Services

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR060281	

issued for purchase of services under this Agreement.

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

24. **CIVIL RIGHTS ASSURANCE STATEMENT.** The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.
25. **AMERICANS WITH DISABILITIES ACT OF 1990.**
- 25.1 The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 25.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.
26. **FEDERAL FUNDING.** Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.
- 26.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 26.2 Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.
- 26.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	TERMS AND CONDITIONS

- 26.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 26.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 26.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 26.8 Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 26.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 26.10 Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 26.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 26.12 Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 26.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 26.14 Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 26.15 Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached Link: <https://harvester.census.gov/facweb/default.aspx/>
- 26.16 Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 26.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR060281	

Link: System for Award Management <https://www.sam.gov/portal/public/SAM/>

- 26.18 Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
- 26.19 GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
- 26.20 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 26.21 GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	PRICE SHEET

1. Background

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

2. Objective

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

3. Scope of Service

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

4. Tasks

The Contractor shall provide:

4.1.1 Activity One (1) - VPD Outbreak and Pandemic Preparedness

- 4.1.2 The Contractor shall assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel,
- 4.1.3 Provide Supplemental Adult Flu activities as defined by the County Health Department and approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic,
- 4.1.4 Improve vaccine cold storage capacity to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic,
- 4.1.5 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic,

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	PRICE SHEET

- 4.1.6 Enhance COVID-19 vaccination capability (or capacity). Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults and children within the community,
- 4.1.7 Enhance COVID-19 vaccination capability (or capacity) and throughput. The COVID-19 Vaccination Supplemental Funding (SUP Funds) can be utilized for but is not limited to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults within the community, and
- 4.1.8 To improve vaccine equity within local jurisdictions local health departments serving racial and ethnic communities at increased risk of COVID-19 will implement their plans (previously provided to AIPO), to collaborate with other (non-immunization focused) programs within the local health departments or local government that have established community engagement programs, initiatives, or reach into those communities. Additionally, local health departments will hire a Vaccine Equity Coordinator who will coordinate efforts within the county. The COVID-19 Vaccination Equity Funding (EQUITY Funds) can also be utilized for but not limited to: staffing, materials/supplies, travel and general operating costs (capital outlay not allowed with this funding).

5. Requirements

The activities in this Agreement shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children zero through eighteen (0–18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. Funds shall be used for immunization- related services and activities and in accordance with any federal and state regulations.

6. Deliverables

The Contractor shall:

- 6.1 Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the end of each quarter, a quarterly Contractor’s Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due (refer to Exhibit One, Scheduled Reports Delivery) The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;

7. Notices, Correspondence, and Reports

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

Contract Management Specialist
 Immunization Program Office
 Arizona Department of Health Services
 150 N. 18th Avenue, Suite 260
 Phoenix AZ 85007
 Telephone: (602) 364-3626
 Fax: (602) 364-3285

David Reyman
 Contract Management Specialist
David.reyman@azdhs.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR060281	

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

Apache County Public Health Services District
Attention: Immunization Coordinator
P.O. Box 697
St. Johns, AZ 85936
Phone: 928-270-1139
Email: cwaddell@co.apache.az.us

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR060281	

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	UP TO \$700,000
Supplemental flu vaccination activities. (SAIF Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$50,000 (minus any payout from previous contract)
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities (IDEAS Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$125,000(minus any payout from previous contract)
IZCOVIDSUP (SUP Funds) Enhance COVID-19 activities and throughput	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$525,000 (minus any payout from previous contract)

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
CTR060281	

Scheduled Reports Delivery

Reports	Due Date <i>(based on State Fiscal Year Funding of July – June)</i>
CERs to include pertinent documentation, such as receipts, invoices, payroll expense reports, time sheets	1 st Quarter – October 30 th (No later than Nov. 15) 2 nd Quarter – January 30 th (No later than Feb. 15) 3 rd Quarter – April 30 th (No later than May 15) 4 th Quarter – July 30 th (No later than Aug. 15)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	EXHIBIT TWO (2)

IDEAS

2 CFR 200.332 (Apache IDEAS)

§ 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):	6 NH23IP922599-02-01
Subrecipient name (which must match the name associated with its unique entity identifier):	Apache County
Subrecipient's unique entity identifier (UEI #):	DJ1FMTLJL4V6
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency:	09/23/2020
Subaward Period of Performance Start and End Date:	07/01/2019 – 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 – 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$125,000.00
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):	\$8,992,059.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$12,181,923.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunizations and Vaccines for Children

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	EXHIBIT TWO (2)

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

Centers for Disease Control and Prevention

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

93.268 Immunization Cooperative Agreement

Identification of whether the award is R&D

N/A

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

N/A

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	EXHIBIT THREE (3)

SAIF

2 CFR 200.332 (Apache SAIF)

"§ 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 #	QMWUG1AMYP65
Federal Award Identification (Grant Number):	6 NH23IP922599-02-01
Subrecipient name (which must match the name associated with its unique entity identifier):	Apache County
Subrecipient's unique entity identifier (UEI #):	DJ1FMTLJL4V6
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	06/20/2020
Subaward Period of Performance Start and End Date;	07/01/2019 – 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 – 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$50,000.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$4,718,951.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$10,903,078.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunizations and Vaccines for Children

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT THREE (3)
CTR060281	

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

Centers for Disease Control and Prevention

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

93.268 Immunization Cooperative Agreement

Identification of whether the award is R&D

N/A

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

N/A

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT FOUR(4)
CTR060281	

SUP

2 CFR 200.332 (Apache SUP)

"§ 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):	6 NH23IP922599-02-03
Subrecipient name (which must match the name associated with its unique entity identifier):	Apache County
Subrecipient's unique entity identifier (UEI #):	DJ1FMTLJL4V6
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	01/15/2021
Subaward Period of Performance Start and End Date;	07/01/2019 – 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 – 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$525,000.00
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):	\$11,298,059.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$81,315,802.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunizations and Vaccines for Children

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060281	EXHIBIT FOUR(4)

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

Centers for Disease Control and Prevention

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

93.268 Immunization Cooperative Agreement

Identification of whether the award is R&D

N/A

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

10%

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: 01/23/2023 

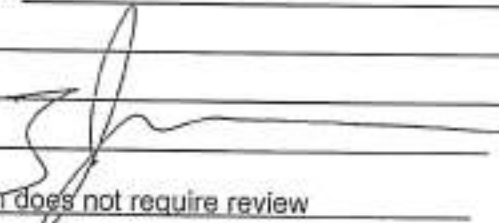
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of IGA Amendment #2 Covid-19 Testing, Contract Tracing and Communication. This amendment extends the end date to May 31, 2024. This has been budgeted for FY23.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Check if item does not require review _____

Finance Review: _____

Signature 

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

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

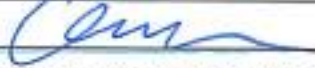
Apache County Board of Directors
AGENDA ITEM REVIEW FORM

cpv/ltw/awwsp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 01/17/2023



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

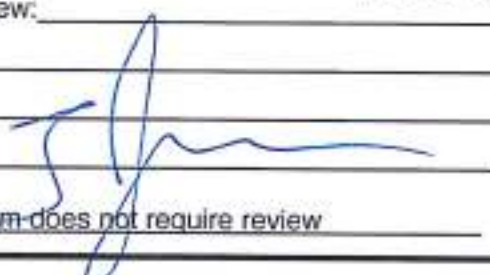
ACPHSD requests discussion and possible approval of the Public Health Medical Consultant/Alternative Medical Examiner Services with Summit HealthCare Association effective 01/01/2023. This has been budgeted for FY23.

BOS Meeting Date Requested 02/07/2023

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 _____

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered into this 1st day of January, 2023 (the "Effective Date"), by and between **Apache County**, Arizona, a political subdivision of the State of Arizona, (County) and **Summit Healthcare Association, dba Summit Healthcare Medical Associates, LLC**, an Arizona limited liability company ("Summit").

- A. Apache County has requested Public Health Medical Consultant/Alternative Medical Examiner services ("Project"); and The parties desire to set forth in this Agreement the terms and conditions under which County will engage Summit to provide professional medical services to County through Summit's qualified Providers.
- B. Summit employs physicians, physician assistants, and nurse practitioners ("Providers") who are appropriately qualified to provide medical services in the State of Arizona and have the necessary expertise to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and mutual covenants contained in this Agreement, the parties agree as follows:

- 1. **Services.** Providers shall perform the work described below in a competent and professional manner to the satisfaction of County. County will provide training, as needed and determined by County, to assist Provider in the performance of the Services.
- 2. **Alternative Medical Examiner (AME) duties include:**
 - 2.1.1 In consultation with the Health Director, assists in formulating and implementing policy for the operation of the office.
 - 2.1.2 Works with the Medico-legal Death Investigator on all cases referred to the office.
 - 2.1.3 Performs external examinations when indicated.
 - 2.1.4 Performs record reviews when indicated.
 - 2.1.5 Directs the Medico-legal Death Investigator to take indicated cases to autopsy.
 - 2.1.6 Authorizes all cremations within Apache County.
- 3. **Providers' Expertise.** Summit warrants that its Providers have the ability, authority, capacity and professional expertise to perform this Agreement. In the event that a Provider loses their license or certification or is otherwise unable to perform the services, Summit will attempt to identify other Providers to perform the services in accordance with the terms of this Agreement.

4. **Independent Contractor.** Summit acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by County, and Summit shall be solely responsible for such matters.
5. **Term of Agreement.** The term of this Agreement shall commence upon the execution of this Agreement and shall continue for a period of one (1) year, unless terminated, cancelled, or extended as otherwise provided herein. This Agreement will automatically renew at the conclusion of each subsequent year up to four (4) years unless the parties terminate this Agreement as provided in Section 11.
6. **Contract Price.** County shall pay Summit for AME services in the amount of \$850.00 for each external examination performed by the Provider, and \$450.00 for each record review performed by the Provider.
7. **Payment.** Summit will submit all invoices to the County Health Director of the County Health Department for Apache County. Upon approval of the County Health Director, payment will be made by County to Summit within thirty (30) days after approval. If County fails to make any payment due Summit for services and expenses within thirty (30) days after receipt of the invoice, the amount due Summit will be increased at a rate of 1% per month from said thirtieth day.
8. **Insurance.** Summit agrees to maintain professional liability insurance for the Providers providing services hereunder, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars, (\$3,000,000) annual aggregate; general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate and Workman's Compensation insurance in such amounts as required by Arizona law. If the professional liability insurance is "claims made" coverage, Summit shall obtain at its expense "tail coverage" so that all acts or omissions of Summit and all of its employees and/or contractors providing Services hereunder are fully insured. Summit shall furnish County with a Certificate of Insurance, evidencing such coverage, upon County's reasonable request. Summit must notify County prior to any cancellation, modification or non-renewal of the professional liability insurance policy required hereunder, at least thirty (30) days prior to the expiration of such policy.
9. **Indemnity.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)(collectively 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.

10. **Non-Assignment.** Summit shall not assign any right or interest in this Agreement without County's prior written approval, nor shall Summit delegate any duty hereunder without County's prior written approval.
11. **Claims and Disputes.** All claims, disputes, and matters in question between the County and Summit arising out of this Agreement, which are not resolved to the satisfaction both of the parties, will be decided through alternative dispute resolution prior to proceeding to litigation in Court. Failure to complete the review procedure specified herein shall be a complete bar to any legal action for any question which could have been submitted to an alternative dispute resolution proceeding for determination.
12. **Suspension and Termination.**
 - A. **Suspension.** Either party may, in whole or part and without cause, suspend, delay, or interrupt the performance of the Agreement by written notice to the other party. A payment adjustment shall be made for any services not provided resulting from the suspension, delay, or interruption.
 - B. **Termination.** Either party may terminate this Agreement at their discretion with or without material breach of the Agreement by thirty (30) day written notice to the other party. Upon receipt of written termination notice by County, Summit shall promptly discontinue all services, return any County property in Summit's possession, and at County's choice, deliver or otherwise make available to County all data, reports, summaries, and other information and materials developed or accumulated by Summit Providers in performing this Agreement.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Apache County), but only after the review procedure specified in Section 10. In the event that litigation arises regarding this Agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.
14. **Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
15. **Non-Collusion.** This Agreement is subject to the provisions of A.R.S. §38-511; the County may cancel this Agreement without penalty or further obligations by the County or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County or any of its departments or agencies, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

- 16. **One-Year Limitation on Actions.** No action shall be maintained by County or Summit on any claim based upon or arising out of this Agreement unless such action is commenced within one year after County's final payment hereunder.
- 17. **Warranty.** Summit shall warranty work and services performed and provided under this Agreement to the County's satisfaction. If, for any reason, the work or services performed fail to meet County's standards, Summit's Provider(s) will repair or redo the work of services provided to the County's satisfaction with fifteen (15) days of notice.
- 18. **Sanitary, Health and Safety Provisions.** Summit shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards.


- 19. **Compliance with Federal and State Laws / Legal Arizona Workers Act.** Summit understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Summit shall comply with A.R.S. §34-301. "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302. As amended, "Residence Requirements for Employees".
- 20. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the County Manager is authorized to modify the scope of work as described in Section 2, in writing, with the concurrence of Summit so long as significant compensation is not required.
- 21. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.
- 22. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Summit Healthcare Association: Jonathan Felton
 Chief Operations Officer
 4951 S. White Mountain Rd., Bldg C
 Show Low, AZ 85901
 (928) 537-7650

To County: County Health Director
 Apache County
 PO Box 697
 St. Johns, AZ 85936

(928) 337-7526

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.



Jonathan Felton, Chief Operations Officer
Summit Healthcare Medical Associates, LLC

Date 1/13/2023

Kimberly Cole, Health Director
ACPHSD

Date _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office - Jail District

Date/Signature:  2/2/2023

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 renew the current contract with Advance Correctional Healthcare
for the provision of health care to incarcerated patients at the current rate.

BOS Meeting Date Requested February 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

See email

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Apache County, Arizona 12/2/2022

<i>Price(s) good for 60 days.</i>	Current 1/1/2022-12/31/2022	Proposed 4% Renewal <i>CPI for medical care is currently 8.7%</i> 1/1/2023-12/31/2023	Proposed 0% Renewal 1/1/2023-12/31/2023
Annual Price	\$505,928.13	\$552,373.26	\$469,032.13
Average Daily Population	80-county 0-non-county		
Per Diem Rate (med/mal & civil rights insurance)	\$0.54	\$0.56	\$0.52
Prescriber	Weekly + unlimited 24/7/365 on-call by phone		
Nursing	84 hr/wk <i>Wages up to \$34/hr</i>	84 hr/wk <i>Wages up to \$40/hr</i>	
Qualified Mental Health Professional (QMHP) (minimum Master's level)	6 hr/wk		
On-call QMHP	\$150 per hour (minimum 1 hour) In-person or via telehealth (as mutually agreed upon) <i>Responsiveness depends upon amount of notice given</i>		
Annual Pool	\$50,000 per year for biomedical waste disposal, dental, medical equipment & supplies, mobile services, off-site services, office supplies, pharmacy, TB skin tests <i>Prices are at cost. ACH does not "mark up" these items. 90% payback of unused money</i>		No Pool County pays
Officer Training Spark Training, LLC	Included <i>On-site and online LMS (learning management system)</i>		
Officer Wellness	Included <i>CIERR Program (Critical Incident Employee Rapid Response)</i>		
Medical Claims Re-pricing (bill scrubbing)	Included upon request for a % of savings		
Mental Health First Aid (MHFA) Certification Training	Included for your officers <i>MHFA is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis.</i>		
RubiconMD	Included <i>ACH's team will have access to eConsults, which enable them to discuss patient cases with specialists before sending patients off-site (if appropriate).</i>		
Telehealth (upon request)	Included		
DetainEMR Advanced Inmate Medical Management, LLC	Included <i>Software updates/upgrades are automatic and free, online training is free and unlimited, troubleshooting is free and unlimited</i>		

Proposal agreed to by: Sign: _____ Print: _____ Date: _____

Matt Shults (Retired – Phelps County MO), CCHP, Director of Business Development & Client Services
573.578.1978 / Matt.Shults@advancedch.com

Beth Bond

From: Celeste Robertson <crobertson@apachelaw.net>
Sent: Thursday, February 2, 2023 2:25 PM
To: Roscoe Herrera
Cc: Beth Bond; Joseph Dedman Jr.; Michael Whiting; Chris McCarthy
Subject: Re: ACH Contract Renewal Agenda Item

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

I trust this email

Report as malicious

Hi Beth,

This is good to go. Thanks!

Celeste

On Feb 2, 2023 9:59 AM, Roscoe Herrera <rherrera@co.apache.az.us> wrote:
Good Morning Beth,

Here is the agenda item for the contract renewal to ACH for medical services for the jail.

I apologize for the inconvenience to may have caused and appreciate your attention in this matter. If you have any questions or concerns, please contact me anytime.

Thank you, and have a great day.

Roscoe Herrera, Chief Deputy
ACSO
Cell: 928-551-4494

This email has been scanned by Inbound Shield™.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Department

Date/Signature: [Signature] 11/30/23

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 January 3, 2023, to February 7, 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 2/7/23

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	1111871	12/27/2022	Accounts Payable	JULIUS ELWOOD	68.00
NBAZ - Warrant Clearing Account	Check	1111872	12/27/2022	Accounts Payable	ALTON JOE SHEPHERD	486.75
NBAZ - Warrant Clearing Account	Check	1111873	12/28/2022	Accounts Payable	ADVANCED AIR SYSTEMS LLC	360.00
NBAZ - Warrant Clearing Account	Check	1111874	12/28/2022	Accounts Payable	ALL SHADE WINDOW TINTING	497.26
NBAZ - Warrant Clearing Account	Check	1111875	12/28/2022	Accounts Payable	ALLEGRA	3,349.33
NBAZ - Warrant Clearing Account	Check	1111876	12/28/2022	Accounts Payable	AMAZON CAPITAL SERVICES INC	12,080.00
NBAZ - Warrant Clearing Account	Check	1111877	12/28/2022	Accounts Payable	AMERICAN REGISTRY FOR INTERNET NUMBERS (ARIN)	1,050.00
NBAZ - Warrant Clearing Account	Check	1111878	12/28/2022	Accounts Payable	AMIGO CHEVROLET	1,249.48
NBAZ - Warrant Clearing Account	Check	1111879	12/28/2022	Accounts Payable	CHARLJ A ANDERSON	432.50
NBAZ - Warrant Clearing Account	Check	1111880	12/28/2022	Accounts Payable	LUCINDA A BALOO	84.92
NBAZ - Warrant Clearing Account	Check	1111881	12/28/2022	Accounts Payable	BASHAS' CORPORATE OFFICE	437.63
NBAZ - Warrant Clearing Account	Check	1111882	12/28/2022	Accounts Payable	BAUMAN HOME AND AUTO INC	30.09
NBAZ - Warrant Clearing Account	Check	1111883	12/28/2022	Accounts Payable	BERNICE BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1111884	12/28/2022	Accounts Payable	MARLEITA BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1111885	12/28/2022	Accounts Payable	SARAH MAE BEGAY	360.00
NBAZ - Warrant Clearing Account	Check	1111886	12/28/2022	Accounts Payable	BRIAN BELL	175.00
NBAZ - Warrant Clearing Account	Check	1111887	12/28/2022	Accounts Payable	DAWN MICHELLE BEUS	300.00
NBAZ - Warrant Clearing Account	Check	1111888	12/28/2022	Accounts Payable	BIBLIOLABS LLC	4,858.00
NBAZ - Warrant Clearing Account	Check	1111889	12/28/2022	Accounts Payable	JIMICA LYNN BIGMAN	300.00
NBAZ - Warrant Clearing Account	Check	1111890	12/28/2022	Accounts Payable	BETH BOND	300.00
NBAZ - Warrant Clearing Account	Check	1111891	12/28/2022	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	379.98
NBAZ - Warrant Clearing Account	Check	1111892	12/28/2022	Accounts Payable	ELIZABETH A CASTILLO	59.84
NBAZ - Warrant Clearing Account	Check	1111893	12/28/2022	Accounts Payable	CDW GOVERNMENT LLC	164.29
NBAZ - Warrant Clearing Account	Check	1111894	12/28/2022	Accounts Payable	CELLULAR ONE NE AZ	293.35
NBAZ - Warrant Clearing Account	Check	1111895	12/28/2022	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	138.27
NBAZ - Warrant Clearing Account	Check	1111896	12/28/2022	Accounts Payable	TROY D CZARNYSZKA	165.00
NBAZ - Warrant Clearing Account	Check	1111897	12/28/2022	Accounts Payable	DELL COMPUTER CORPORATION	838.49
NBAZ - Warrant Clearing Account	Check	1111898	12/28/2022	Accounts Payable	CECILIA DIAZ	300.00
NBAZ - Warrant Clearing Account	Check	1111899	12/28/2022	Accounts Payable	DIRECTV LLC	89.98
NBAZ - Warrant Clearing Account	Check	1111900	12/28/2022	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	797.50
NBAZ - Warrant Clearing Account	Check	1111901	12/28/2022	Accounts Payable	JULIUS ELWOOD	300.00
NBAZ - Warrant Clearing Account	Check	1111902	12/28/2022	Accounts Payable	EQUIPMENTSHARE.COM INC	5,146.48
NBAZ - Warrant Clearing Account	Check	1111903	12/28/2022	Accounts Payable	FERRELLGAS	1,401.89
NBAZ - Warrant Clearing Account	Check	1111904	12/28/2022	Accounts Payable	FLEET PRIDE	293.39
NBAZ - Warrant Clearing Account	Check	1111905	12/28/2022	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	314.68
NBAZ - Warrant Clearing Account	Check	1111906	12/28/2022	Accounts Payable	GABRIEL FREELAND	300.00
NBAZ - Warrant Clearing Account	Check	1111907	12/28/2022	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1111908	12/28/2022	Accounts Payable	FRONTIER	127.64

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1111909	12/28/2022	Accounts Payable	FRONTIER	92.26
NBAZ - Warrant Clearing Account	Check	1111910	12/28/2022	Accounts Payable	FRONTIER	93.25
NBAZ - Warrant Clearing Account	Check	1111911	12/28/2022	Accounts Payable	FRONTIER	94.53
NBAZ - Warrant Clearing Account	Check	1111912	12/28/2022	Accounts Payable	FRONTIER	1,378.10
NBAZ - Warrant Clearing Account	Check	1111913	12/28/2022	Accounts Payable	RUBEN C GARCIA JR.	300.00
NBAZ - Warrant Clearing Account	Check	1111914	12/28/2022	Accounts Payable	TAYLOR JORDYN GARNER	300.00
NBAZ - Warrant Clearing Account	Check	1111915	12/28/2022	Accounts Payable	GRAINGER	20.03
NBAZ - Warrant Clearing Account	Check	1111916	12/28/2022	Accounts Payable	DARYL GREER	300.00
NBAZ - Warrant Clearing Account	Check	1111917	12/28/2022	Accounts Payable	BUTCH GUNNELS	168.76
NBAZ - Warrant Clearing Account	Check	1111918	12/28/2022	Accounts Payable	HARRIS, REBEKAH	300.00
NBAZ - Warrant Clearing Account	Check	1111919	12/28/2022	Accounts Payable	ROBERT JAMES HIGGINS	5,638.39
NBAZ - Warrant Clearing Account	Check	1111920	12/28/2022	Accounts Payable	HONORHEALTH OSBORN	760.00
NBAZ - Warrant Clearing Account	Check	1111921	12/28/2022	Accounts Payable	BRIAN HOUNSHELL	383.13
NBAZ - Warrant Clearing Account	Check	1111922	12/28/2022	Accounts Payable	HP2 INC	6,248.22
NBAZ - Warrant Clearing Account	Check	1111923	12/28/2022	Accounts Payable	INGRAM LIBRARY SERVICES	642.70
NBAZ - Warrant Clearing Account	Check	1111924	12/28/2022	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	30.00
NBAZ - Warrant Clearing Account	Check	1111925	12/28/2022	Accounts Payable	TYRON JENSEN	300.00
NBAZ - Warrant Clearing Account	Check	1111926	12/28/2022	Accounts Payable	JONES OUTDOOR ADVERTISING INC	237.00
NBAZ - Warrant Clearing Account	Check	1111927	12/28/2022	Accounts Payable	LOWES #24	260.44
NBAZ - Warrant Clearing Account	Check	1111928	12/28/2022	Accounts Payable	DIANA M MORGAN	365.63
NBAZ - Warrant Clearing Account	Check	1111929	12/28/2022	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,516.87
NBAZ - Warrant Clearing Account	Check	1111930	12/28/2022	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	70.49
NBAZ - Warrant Clearing Account	Check	1111931	12/28/2022	Accounts Payable	NAVAJO WESTERNERS	169.44
NBAZ - Warrant Clearing Account	Check	1111932	12/28/2022	Accounts Payable	NEWMAN SIGNS INC	7,204.39
NBAZ - Warrant Clearing Account	Check	1111933	12/28/2022	Accounts Payable	FLORA NEZ	300.00
NBAZ - Warrant Clearing Account	Check	1111934	12/28/2022	Accounts Payable	KEIRSTEN NIELSEN	7,712.99
NBAZ - Warrant Clearing Account	Check	1111935	12/28/2022	Accounts Payable	NTUA WIRELESS, LLC	5,220.02
NBAZ - Warrant Clearing Account	Check	1111936	12/28/2022	Accounts Payable	O'REILLY AUTO PARTS	220.39
NBAZ - Warrant Clearing Account	Check	1111937	12/28/2022	Accounts Payable	OVERDRIVE INC	1,008.59
NBAZ - Warrant Clearing Account	Check	1111938	12/28/2022	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	422.79
NBAZ - Warrant Clearing Account	Check	1111939	12/28/2022	Accounts Payable	RYAN N PATTERSON	170.00
NBAZ - Warrant Clearing Account	Check	1111940	12/28/2022	Accounts Payable	RYAN N PATTERSON	300.00
NBAZ - Warrant Clearing Account	Check	1111941	12/28/2022	Accounts Payable	PCLIQUIDATIONS.COM	1,242.84
NBAZ - Warrant Clearing Account	Check	1111942	12/28/2022	Accounts Payable	PENWORTHY COMPANY	366.64
NBAZ - Warrant Clearing Account	Check	1111943	12/28/2022	Accounts Payable	QUILL CORP	1,572.76
NBAZ - Warrant Clearing Account	Check	1111944	12/28/2022	Accounts Payable	KODY RICHARDSON	300.00
NBAZ - Warrant Clearing Account	Check	1111945	12/28/2022	Accounts Payable	CELESTE ROBERTSON	300.00
NBAZ - Warrant Clearing Account	Check	1111946	12/28/2022	Accounts Payable	SCOTT J ROGERS	787.50

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1111947	12/28/2022	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	150.00
NBAZ - Warrant Clearing Account	Check	1111948	12/28/2022	Accounts Payable	SECURUS TECHNOLOGIES INC	992.00
NBAZ - Warrant Clearing Account	Check	1111949	12/28/2022	Accounts Payable	ALTON JOE SHEPHERD	300.00
NBAZ - Warrant Clearing Account	Check	1111950	12/28/2022	Accounts Payable	JOE SHIRLEY JR	300.00
NBAZ - Warrant Clearing Account	Check	1111951	12/28/2022	Accounts Payable	SIERRA PROPANE	395.07
NBAZ - Warrant Clearing Account	Check	1111952	12/28/2022	Accounts Payable	ERIN KRISTINE SMITH	300.00
NBAZ - Warrant Clearing Account	Check	1111953	12/28/2022	Accounts Payable	SPARKLETT'S WATER	15.78
NBAZ - Warrant Clearing Account	Check	1111954	12/28/2022	Accounts Payable	CHERYL STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1111955	12/28/2022	Accounts Payable	THE POUR STATION	95.42
NBAZ - Warrant Clearing Account	Check	1111956	12/28/2022	Accounts Payable	MACKY B TRICKEY JR	51.74
NBAZ - Warrant Clearing Account	Check	1111957	12/28/2022	Accounts Payable	CRAIG TSOSIE	300.00
NBAZ - Warrant Clearing Account	Check	1111958	12/28/2022	Accounts Payable	VALLEY AUTO PARTS	939.61
NBAZ - Warrant Clearing Account	Check	1111959	12/28/2022	Accounts Payable	VERIZON WIRELESS	2,452.03
NBAZ - Warrant Clearing Account	Check	1111960	12/28/2022	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	430.16
NBAZ - Warrant Clearing Account	Check	1111961	12/28/2022	Accounts Payable	MICHAEL B WHITING	300.00
NBAZ - Warrant Clearing Account	Check	1111962	12/28/2022	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	909.96
NBAZ - Warrant Clearing Account	Check	1111963	12/28/2022	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,031.86
NBAZ - Warrant Clearing Account	Check	1111989	01/03/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	312.08
NBAZ - Warrant Clearing Account	Check	1111990	01/03/2023	Accounts Payable	APACHE COUNTY FSA	654.73
NBAZ - Warrant Clearing Account	Check	1111991	01/03/2023	Accounts Payable	APACHE COUNTY HSA	4,751.90
NBAZ - Warrant Clearing Account	Check	1111992	01/03/2023	Accounts Payable	APACHE COUNTY MEDICAL	176,878.99
NBAZ - Warrant Clearing Account	Check	1111993	01/03/2023	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	157,084.90
NBAZ - Warrant Clearing Account	Check	1111994	01/03/2023	Accounts Payable	APACHE COUNTY TREASURER	143.27
NBAZ - Warrant Clearing Account	Check	1111995	01/03/2023	Accounts Payable	ASRS LEGACY EORP	9,626.82
NBAZ - Warrant Clearing Account	Check	1111996	01/03/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	131,571.26
NBAZ - Warrant Clearing Account	Check	1111997	01/03/2023	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1111998	01/03/2023	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,164.31
NBAZ - Warrant Clearing Account	Check	1111999	01/03/2023	Accounts Payable	CORP AOC DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1112000	01/03/2023	Accounts Payable	CORP DISABILITY	167.28
NBAZ - Warrant Clearing Account	Check	1112001	01/03/2023	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,242.07
NBAZ - Warrant Clearing Account	Check	1112002	01/03/2023	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,678.63
NBAZ - Warrant Clearing Account	Check	1112003	01/03/2023	Accounts Payable	EODCRS DISABILITY	14.22
NBAZ - Warrant Clearing Account	Check	1112004	01/03/2023	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1112005	01/03/2023	Accounts Payable	GURSTEL LAW FIRM PC	182.35
NBAZ - Warrant Clearing Account	Check	1112006	01/03/2023	Accounts Payable	NATIONWIDE	3,937.83
NBAZ - Warrant Clearing Account	Check	1112007	01/03/2023	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1112008	01/03/2023	Accounts Payable	NATIONWIDE TRUST FSB	1,970.33
NBAZ - Warrant Clearing Account	Check	1112009	01/03/2023	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112010	01/03/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1112011	01/03/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	10,154.36
NBAZ - Warrant Clearing Account	Check	1112012	01/03/2023	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1112013	01/03/2023	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1112014	01/03/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,199.50
NBAZ - Warrant Clearing Account	Check	1112015	01/04/2023	Accounts Payable	ALLEGRA	1,736.40
NBAZ - Warrant Clearing Account	Check	1112016	01/04/2023	Accounts Payable	ALPINE WATER AND SANITARY	72.30
NBAZ - Warrant Clearing Account	Check	1112017	01/04/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,647.30
NBAZ - Warrant Clearing Account	Check	1112018	01/04/2023	Accounts Payable	AMIGO CHEVROLET	285.92
NBAZ - Warrant Clearing Account	Check	1112019	01/04/2023	Accounts Payable	STEVEN C ANDERSON	300.00
NBAZ - Warrant Clearing Account	Check	1112020	01/04/2023	Accounts Payable	ARIZONA SHERIFF'S ASSOCIATION	2,642.00
NBAZ - Warrant Clearing Account	Check	1112021	01/04/2023	Accounts Payable	ARROWHEAD FORENSICS	532.84
NBAZ - Warrant Clearing Account	Check	1112022	01/04/2023	Accounts Payable	ASHTONS REPAIR INC	1,330.81
NBAZ - Warrant Clearing Account	Check	1112023	01/04/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	456.29
NBAZ - Warrant Clearing Account	Check	1112024	01/04/2023	Accounts Payable	BERNICE BEGAY	112.00
NBAZ - Warrant Clearing Account	Check	1112025	01/04/2023	Accounts Payable	SARAH MAE BEGAY	110.00
NBAZ - Warrant Clearing Account	Check	1112026	01/04/2023	Accounts Payable	TYLER BIA	112.00
NBAZ - Warrant Clearing Account	Check	1112027	01/04/2023	Accounts Payable	BLUE LINE TOWING	450.00
NBAZ - Warrant Clearing Account	Check	1112028	01/04/2023	Accounts Payable	DEVIN BROWN	70.00
NBAZ - Warrant Clearing Account	Check	1112029	01/04/2023	Accounts Payable	REDACTED	300.00
NBAZ - Warrant Clearing Account	Check	1112030	01/04/2023	Accounts Payable	MAYRA E CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1112031	01/04/2023	Accounts Payable	CELLULAR ONE NE AZ	586.93
NBAZ - Warrant Clearing Account	Check	1112032	01/04/2023	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	4,677.60
NBAZ - Warrant Clearing Account	Check	1112033	01/04/2023	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	3,232.85
NBAZ - Warrant Clearing Account	Check	1112034	01/04/2023	Accounts Payable	COURTYARD BY MARRIOTT FLAGSTAFF	2,679.46
NBAZ - Warrant Clearing Account	Check	1112035	01/04/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	234.12
NBAZ - Warrant Clearing Account	Check	1112036	01/04/2023	Accounts Payable	ANDREA HEIDI CRESSWELL	300.00
NBAZ - Warrant Clearing Account	Check	1112037	01/04/2023	Accounts Payable	NICOLE CURLEY	112.00
NBAZ - Warrant Clearing Account	Check	1112038	01/04/2023	Accounts Payable	ROGER STUART CURTIS	559.41
NBAZ - Warrant Clearing Account	Check	1112039	01/04/2023	Accounts Payable	RODGER DAHOZY	300.00
NBAZ - Warrant Clearing Account	Check	1112040	01/04/2023	Accounts Payable	DANIEL J CHRISTIANO PHD	500.00
NBAZ - Warrant Clearing Account	Check	1112041	01/04/2023	Accounts Payable	DIAMOND C FEEDS	47.99
NBAZ - Warrant Clearing Account	Check	1112042	01/04/2023	Accounts Payable	CECILIA DIAZ	1.92
NBAZ - Warrant Clearing Account	Check	1112043	01/04/2023	Accounts Payable	FELIPA A EARL	88.99
NBAZ - Warrant Clearing Account	Check	1112044	01/04/2023	Accounts Payable	JULIUS ELWOOD	112.00
NBAZ - Warrant Clearing Account	Check	1112045	01/04/2023	Accounts Payable	EMPIRE MACHINERY	1,233.25
NBAZ - Warrant Clearing Account	Check	1112046	01/04/2023	Accounts Payable	BRITTANY LAUREN SAMANTHA FINCH	300.00
NBAZ - Warrant Clearing Account	Check	1112047	01/04/2023	Accounts Payable	FLEET PRIDE	3,382.37

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112048	01/04/2023	Accounts Payable	MYRTIS FRANCIS	112.00
NBAZ - Warrant Clearing Account	Check	1112049	01/04/2023	Accounts Payable	FRONTIER	808.52
NBAZ - Warrant Clearing Account	Check	1112050	01/04/2023	Accounts Payable	FRONTIER	119.62
NBAZ - Warrant Clearing Account	Check	1112051	01/04/2023	Accounts Payable	FRONTIER	423.23
NBAZ - Warrant Clearing Account	Check	1112052	01/04/2023	Accounts Payable	FRONTIER	166.67
NBAZ - Warrant Clearing Account	Check	1112053	01/04/2023	Accounts Payable	FRONTIER	123.78
NBAZ - Warrant Clearing Account	Check	1112054	01/04/2023	Accounts Payable	FRONTIER	210.26
NBAZ - Warrant Clearing Account	Check	1112055	01/04/2023	Accounts Payable	FRONTIER	1,012.89
NBAZ - Warrant Clearing Account	Check	1112056	01/04/2023	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1112057	01/04/2023	Accounts Payable	FRONTIER	57.62
NBAZ - Warrant Clearing Account	Check	1112058	01/04/2023	Accounts Payable	FRONTIER	4,166.36
NBAZ - Warrant Clearing Account	Check	1112059	01/04/2023	Accounts Payable	FRONTIER	479.26
NBAZ - Warrant Clearing Account	Check	1112060	01/04/2023	Accounts Payable	FRONTIER	58.35
NBAZ - Warrant Clearing Account	Check	1112061	01/04/2023	Accounts Payable	FUTURE TIRE	231.27
NBAZ - Warrant Clearing Account	Check	1112062	01/04/2023	Accounts Payable	BARBARA J GOMEZ	300.00
NBAZ - Warrant Clearing Account	Check	1112063	01/04/2023	Accounts Payable	DARYL GREER	308.58
NBAZ - Warrant Clearing Account	Check	1112064	01/04/2023	Accounts Payable	KLINT HEAP	225.00
NBAZ - Warrant Clearing Account	Check	1112065	01/04/2023	Accounts Payable	HIGH COUNTRY PROPANE	870.71
NBAZ - Warrant Clearing Account	Check	1112066	01/04/2023	Accounts Payable	HILL AZ GROCERY STORE	26.15
NBAZ - Warrant Clearing Account	Check	1112067	01/04/2023	Accounts Payable	TIMOTHY HINTON	300.00
NBAZ - Warrant Clearing Account	Check	1112068	01/04/2023	Accounts Payable	BRIAN HOUNSHELL	300.00
NBAZ - Warrant Clearing Account	Check	1112069	01/04/2023	Accounts Payable	INGRAM LIBRARY SERVICES	312.83
NBAZ - Warrant Clearing Account	Check	1112070	01/04/2023	Accounts Payable	GENEVA L JACKSON	2,072.00
NBAZ - Warrant Clearing Account	Check	1112071	01/04/2023	Accounts Payable	DENNISE L JONES	300.00
NBAZ - Warrant Clearing Account	Check	1112072	01/04/2023	Accounts Payable	DAVID LAMM	300.00
NBAZ - Warrant Clearing Account	Check	1112073	01/04/2023	Accounts Payable	CHRIS MCCARTHY	41.36
NBAZ - Warrant Clearing Account	Check	1112074	01/04/2023	Accounts Payable	STEPHANIE MCCARTHY	300.00
NBAZ - Warrant Clearing Account	Check	1112075	01/04/2023	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	2,062.50
NBAZ - Warrant Clearing Account	Check	1112076	01/04/2023	Accounts Payable	JASON WAYNE MOORE	300.00
NBAZ - Warrant Clearing Account	Check	1112077	01/04/2023	Accounts Payable	DIANA M MORGAN	56.25
NBAZ - Warrant Clearing Account	Check	1112078	01/04/2023	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	1,057.35
NBAZ - Warrant Clearing Account	Check	1112079	01/04/2023	Accounts Payable	NAVAJO WESTERNERS	40.65
NBAZ - Warrant Clearing Account	Check	1112080	01/04/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	13,766.92
NBAZ - Warrant Clearing Account	Check	1112081	01/04/2023	Accounts Payable	FLORA NEZ	112.00
NBAZ - Warrant Clearing Account	Check	1112082	01/04/2023	Accounts Payable	OVERDRIVE INC	887.33
NBAZ - Warrant Clearing Account	Check	1112083	01/04/2023	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	201.26
NBAZ - Warrant Clearing Account	Check	1112084	01/04/2023	Accounts Payable	RYAN N PATTERSON	38.75
NBAZ - Warrant Clearing Account	Check	1112085	01/04/2023	Accounts Payable	RYAN N PATTERSON	55.53

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112086	01/04/2023	Accounts Payable	DOUGLAS LANCE PEARCE	1,875.72
NBAZ - Warrant Clearing Account	Check	1112087	01/04/2023	Accounts Payable	GEORGE C PUENTE JR	112.00
NBAZ - Warrant Clearing Account	Check	1112088	01/04/2023	Accounts Payable	QUILL CORP	605.11
NBAZ - Warrant Clearing Account	Check	1112089	01/04/2023	Accounts Payable	KODY RICHARDSON	395.00
NBAZ - Warrant Clearing Account	Check	1112090	01/04/2023	Accounts Payable	CELESTE ROBERTSON	247.51
NBAZ - Warrant Clearing Account	Check	1112091	01/04/2023	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	1,091.00
NBAZ - Warrant Clearing Account	Check	1112092	01/04/2023	Accounts Payable	ALTON JOE SHEPHERD	574.50
NBAZ - Warrant Clearing Account	Check	1112093	01/04/2023	Accounts Payable	LANNY B SHERRILL	225.00
NBAZ - Warrant Clearing Account	Check	1112094	01/04/2023	Accounts Payable	SHI INTERNATIONAL CORP	14,854.00
NBAZ - Warrant Clearing Account	Check	1112095	01/04/2023	Accounts Payable	SIERRA PROPANE	1,694.42
NBAZ - Warrant Clearing Account	Check	1112096	01/04/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	409.48
NBAZ - Warrant Clearing Account	Check	1112097	01/04/2023	Accounts Payable	WILBUR SMITH	112.00
NBAZ - Warrant Clearing Account	Check	1112098	01/04/2023	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	379.57
NBAZ - Warrant Clearing Account	Check	1112099	01/04/2023	Accounts Payable	REED D STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1112100	01/04/2023	Accounts Payable	JESSE THOMAS	300.00
NBAZ - Warrant Clearing Account	Check	1112101	01/04/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	92.19
NBAZ - Warrant Clearing Account	Check	1112102	01/04/2023	Accounts Payable	NICOLE M TSOSIE	112.00
NBAZ - Warrant Clearing Account	Check	1112103	01/04/2023	Accounts Payable	HEATHER VAN DER NOORD	300.00
NBAZ - Warrant Clearing Account	Check	1112104	01/04/2023	Accounts Payable	RITA VAUGHAN	300.00
NBAZ - Warrant Clearing Account	Check	1112105	01/04/2023	Accounts Payable	VERIZON WIRELESS	1,645.72
NBAZ - Warrant Clearing Account	Check	1112106	01/04/2023	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	64.53
NBAZ - Warrant Clearing Account	Check	1112107	01/04/2023	Accounts Payable	DODEE WALLACE	225.00
NBAZ - Warrant Clearing Account	Check	1112108	01/04/2023	Accounts Payable	MICHAEL B WHITING	1,767.10
NBAZ - Warrant Clearing Account	Check	1112109	01/04/2023	Accounts Payable	SAMUEL A WOOD	1,298.79
NBAZ - Warrant Clearing Account	Check	1112110	01/04/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	12.86
NBAZ - Warrant Clearing Account	Check	1112111	01/04/2023	Accounts Payable	JAY YELLOWHORSE	1,388.73
NBAZ - Warrant Clearing Account	Check	1112112	01/05/2023	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1112113	01/05/2023	Accounts Payable	MARLEITA BEGAY	108.27
NBAZ - Warrant Clearing Account	Check	1112114	01/05/2023	Accounts Payable	BRIAR POINT DESIGNS LLC	352.00
NBAZ - Warrant Clearing Account	Check	1112115	01/05/2023	Accounts Payable	DONALD DUANNE RILEY SR	660.00
NBAZ - Warrant Clearing Account	Check	1112116	01/05/2023	Accounts Payable	ALTON JOE SHEPHERD	479.50
NBAZ - Warrant Clearing Account	Check	1112117	01/05/2023	Accounts Payable	XANDER THOMPSON	170.00
NBAZ - Warrant Clearing Account	Check	1112119	01/09/2023	Accounts Payable	NATIONAL BANK	25,692.66
NBAZ - Warrant Clearing Account	Check	1112120	01/09/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	1,012.24
NBAZ - Warrant Clearing Account	Check	1112121	01/09/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	466.23
NBAZ - Warrant Clearing Account	Check	1112122	01/10/2023	Accounts Payable	24 HOUR GAS-N-GO	19.25
NBAZ - Warrant Clearing Account	Check	1112123	01/10/2023	Accounts Payable	4IMPRINT	328.40
NBAZ - Warrant Clearing Account	Check	1112124	01/10/2023	Accounts Payable	A & H CONTRACTING SERVICES INC	94,100.80

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112125	01/10/2023	Accounts Payable	ADVANCED AIR SYSTEMS LLC	2,142.18
NBAZ - Warrant Clearing Account	Check	1112126	01/10/2023	Accounts Payable	ALLEGRA	724.02
NBAZ - Warrant Clearing Account	Check	1112127	01/10/2023	Accounts Payable	ALPINE WATER AND SANITARY	89.58
NBAZ - Warrant Clearing Account	Check	1112128	01/10/2023	Accounts Payable	ALSCO INC	2,020.08
NBAZ - Warrant Clearing Account	Check	1112129	01/10/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,507.62
NBAZ - Warrant Clearing Account	Check	1112130	01/10/2023	Accounts Payable	AMAZON COM INC (Health & Library)	339.66
NBAZ - Warrant Clearing Account	Check	1112131	01/10/2023	Accounts Payable	AMERICAN PLANNING ASSOCIATION, 45 ARIZONA	55.00
NBAZ - Warrant Clearing Account	Check	1112132	01/10/2023	Accounts Payable	AMIGO CHEVROLET	1,346.21
NBAZ - Warrant Clearing Account	Check	1112133	01/10/2023	Accounts Payable	APACHE COUNTY	257.07
NBAZ - Warrant Clearing Account	Check	1112134	01/10/2023	Accounts Payable	APCO INTERNATIONAL INC	295.00
NBAZ - Warrant Clearing Account	Check	1112135	01/10/2023	Accounts Payable	ARIZONA ASSOC OF ASSESSING OFFICERS	250.00
NBAZ - Warrant Clearing Account	Check	1112136	01/10/2023	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	350.00
NBAZ - Warrant Clearing Account	Check	1112137	01/10/2023	Accounts Payable	ASHTONS REPAIR INC	1,302.67
NBAZ - Warrant Clearing Account	Check	1112138	01/10/2023	Accounts Payable	AT&T MOBILITY II LLC	137.04
NBAZ - Warrant Clearing Account	Check	1112139	01/10/2023	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,539.92
NBAZ - Warrant Clearing Account	Check	1112140	01/10/2023	Accounts Payable	AZ REPUBLIC	560.88
NBAZ - Warrant Clearing Account	Check	1112141	01/10/2023	Accounts Payable	B&R TRUCKING	2,549.88
NBAZ - Warrant Clearing Account	Check	1112142	01/10/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	136.66
NBAZ - Warrant Clearing Account	Check	1112143	01/10/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	2,690.85
NBAZ - Warrant Clearing Account	Check	1112144	01/10/2023	Accounts Payable	SARAH MAE BEGAY	270.00
NBAZ - Warrant Clearing Account	Check	1112145	01/10/2023	Accounts Payable	CAROLYN BENALLY	227.74
NBAZ - Warrant Clearing Account	Check	1112146	01/10/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	194.54
NBAZ - Warrant Clearing Account	Check	1112147	01/10/2023	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,525.00
NBAZ - Warrant Clearing Account	Check	1112148	01/10/2023	Accounts Payable	BOOT BARN	800.00
NBAZ - Warrant Clearing Account	Check	1112149	01/10/2023	Accounts Payable	GLORIA BOWMAN	38.50
NBAZ - Warrant Clearing Account	Check	1112150	01/10/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	49,644.88
NBAZ - Warrant Clearing Account	Check	1112151	01/10/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112152	01/10/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112153	01/10/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112154	01/10/2023	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1112155	01/10/2023	Accounts Payable	BURNHAM MORTUARY	355.50
NBAZ - Warrant Clearing Account	Check	1112156	01/10/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112157	01/10/2023	Accounts Payable	BURNHAM MORTUARY	355.50
NBAZ - Warrant Clearing Account	Check	1112158	01/10/2023	Accounts Payable	BURNHAM MORTUARY	448.78
NBAZ - Warrant Clearing Account	Check	1112159	01/10/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112160	01/10/2023	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	806.71
NBAZ - Warrant Clearing Account	Check	1112161	01/10/2023	Accounts Payable	CEDAR GROVE WATER CO	50.64
NBAZ - Warrant Clearing Account	Check	1112162	01/10/2023	Accounts Payable	CELLULAR ONE NE AZ	293.35

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112163	01/10/2023	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	58.50
NBAZ - Warrant Clearing Account	Check	1112164	01/10/2023	Accounts Payable	CENTRAL ARIZONA SUPPLY	411.82
NBAZ - Warrant Clearing Account	Check	1112165	01/10/2023	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	4,157.24
NBAZ - Warrant Clearing Account	Check	1112166	01/10/2023	Accounts Payable	GARY ALAN CIMINSKI	300.00
NBAZ - Warrant Clearing Account	Check	1112167	01/10/2023	Accounts Payable	DOMINIQUE CLARK	180.00
NBAZ - Warrant Clearing Account	Check	1112168	01/10/2023	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	733.26
NBAZ - Warrant Clearing Account	Check	1112169	01/10/2023	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	470.17
NBAZ - Warrant Clearing Account	Check	1112170	01/10/2023	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	4,096.25
NBAZ - Warrant Clearing Account	Check	1112171	01/10/2023	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	11,563.75
NBAZ - Warrant Clearing Account	Check	1112172	01/10/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	630.14
NBAZ - Warrant Clearing Account	Check	1112173	01/10/2023	Accounts Payable	HAROLD NELSON DAVIS	128.24
NBAZ - Warrant Clearing Account	Check	1112174	01/10/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	104.95
NBAZ - Warrant Clearing Account	Check	1112175	01/10/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1112176	01/10/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	220.42
NBAZ - Warrant Clearing Account	Check	1112177	01/10/2023	Accounts Payable	DESERT MOUNTAIN CORPORATION	15,521.32
NBAZ - Warrant Clearing Account	Check	1112178	01/10/2023	Accounts Payable	DESERT OASIS APTS LLC	480.00
NBAZ - Warrant Clearing Account	Check	1112179	01/10/2023	Accounts Payable	DIRECTV LLC	89.98
NBAZ - Warrant Clearing Account	Check	1112180	01/10/2023	Accounts Payable	DISH NETWORK	136.19
NBAZ - Warrant Clearing Account	Check	1112181	01/10/2023	Accounts Payable	EMPIRE MACHINERY	4,126.39
NBAZ - Warrant Clearing Account	Check	1112182	01/10/2023	Accounts Payable	EPIC MOTORSPORTS CORP	1,153.00
NBAZ - Warrant Clearing Account	Check	1112183	01/10/2023	Accounts Payable	ROBERT L FITE	76.64
NBAZ - Warrant Clearing Account	Check	1112184	01/10/2023	Accounts Payable	JOHN L FREEMAN JR	61.04
NBAZ - Warrant Clearing Account	Check	1112185	01/10/2023	Accounts Payable	FRONTIER	239.91
NBAZ - Warrant Clearing Account	Check	1112186	01/10/2023	Accounts Payable	FRONTIER	100.52
NBAZ - Warrant Clearing Account	Check	1112187	01/10/2023	Accounts Payable	FRONTIER	405.41
NBAZ - Warrant Clearing Account	Check	1112188	01/10/2023	Accounts Payable	FRONTIER	288.49
NBAZ - Warrant Clearing Account	Check	1112189	01/10/2023	Accounts Payable	FUTURE TIRE	5,811.18
NBAZ - Warrant Clearing Account	Check	1112190	01/10/2023	Accounts Payable	GALLUP INDEPENDENT	1,315.52
NBAZ - Warrant Clearing Account	Check	1112191	01/10/2023	Accounts Payable	GFOA GOVERNMENT FINANCE OFFICERS ASSOC	770.00
NBAZ - Warrant Clearing Account	Check	1112192	01/10/2023	Accounts Payable	GILA BROADBAND	540.00
NBAZ - Warrant Clearing Account	Check	1112193	01/10/2023	Accounts Payable	GOLIGHTLY TIRE	8,001.30
NBAZ - Warrant Clearing Account	Check	1112194	01/10/2023	Accounts Payable	GOSERCO, INC.	1,323.41
NBAZ - Warrant Clearing Account	Check	1112195	01/10/2023	Accounts Payable	GRAINGER	529.73
NBAZ - Warrant Clearing Account	Check	1112196	01/10/2023	Accounts Payable	HAMPTON INN & SUITES SHOW LOW	429.38
NBAZ - Warrant Clearing Account	Check	1112197	01/10/2023	Accounts Payable	KLINT HEAP	1,535.23
NBAZ - Warrant Clearing Account	Check	1112198	01/10/2023	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	663.52
NBAZ - Warrant Clearing Account	Check	1112199	01/10/2023	Accounts Payable	HIGH COUNTRY PROPANE	1,917.83
NBAZ - Warrant Clearing Account	Check	1112200	01/10/2023	Accounts Payable	HILL AZ GROCERY STORE	63.76

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112201	01/10/2023	Accounts Payable	HILLYARD/FLAGSTAFF	2,550.8
NBAZ - Warrant Clearing Account	Check	1112202	01/10/2023	Accounts Payable	HOME DEPOT	22.7
NBAZ - Warrant Clearing Account	Check	1112203	01/10/2023	Accounts Payable	ANNELL R HOUNSHELL	300.0
NBAZ - Warrant Clearing Account	Check	1112204	01/10/2023	Accounts Payable	BRIAN HOUNSHELL	79.5
NBAZ - Warrant Clearing Account	Check	1112205	01/10/2023	Accounts Payable	INGRAM LIBRARY SERVICES	1,288.0
NBAZ - Warrant Clearing Account	Check	1112206	01/10/2023	Accounts Payable	INTERNATIONAL ASSOCIATION FOR PROPERTY & EVIDENCE	175.0
NBAZ - Warrant Clearing Account	Check	1112207	01/10/2023	Accounts Payable	TYRON JENSEN	625.0
NBAZ - Warrant Clearing Account	Check	1112208	01/10/2023	Accounts Payable	LANGUAGE LINE SERVICES INC	338.5
NBAZ - Warrant Clearing Account	Check	1112209	01/10/2023	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	7,152.0
NBAZ - Warrant Clearing Account	Check	1112210	01/10/2023	Accounts Payable	LAWSON PRODUCTS INC	112.0
NBAZ - Warrant Clearing Account	Check	1112211	01/10/2023	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	150.0
NBAZ - Warrant Clearing Account	Check	1112212	01/10/2023	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	6,504.7
NBAZ - Warrant Clearing Account	Check	1112213	01/10/2023	Accounts Payable	LIVCO WATER & SEWER COMPANY	26.2
NBAZ - Warrant Clearing Account	Check	1112214	01/10/2023	Accounts Payable	LOWES COMPANIES INC	24.2
NBAZ - Warrant Clearing Account	Check	1112215	01/10/2023	Accounts Payable	MARLIN LEASING CORPORATION	269.0
NBAZ - Warrant Clearing Account	Check	1112216	01/10/2023	Accounts Payable	DEENA CHRISTINE MATTICE	300.0
NBAZ - Warrant Clearing Account	Check	1112217	01/10/2023	Accounts Payable	MOHAWK AUTOMOTIVE LIFTS SOUTHWEST	1,058.0
NBAZ - Warrant Clearing Account	Check	1112218	01/10/2023	Accounts Payable	MOUNTAIN MOBILE AUTO GLASS	30.0
NBAZ - Warrant Clearing Account	Check	1112219	01/10/2023	Accounts Payable	DANIEL R MUTH	40.2
NBAZ - Warrant Clearing Account	Check	1112220	01/10/2023	Accounts Payable	NAPA	2,411.5
NBAZ - Warrant Clearing Account	Check	1112221	01/10/2023	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	1,125.0
NBAZ - Warrant Clearing Account	Check	1112222	01/10/2023	Accounts Payable	NAVAJO SANITATION INC	74.2
NBAZ - Warrant Clearing Account	Check	1112223	01/10/2023	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	1,755.3
NBAZ - Warrant Clearing Account	Check	1112224	01/10/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,646.1
NBAZ - Warrant Clearing Account	Check	1112225	01/10/2023	Accounts Payable	NAVAJO WESTERNERS	94.5
NBAZ - Warrant Clearing Account	Check	1112226	01/10/2023	Accounts Payable	TEDDY MILES NEWMAN	150.0
NBAZ - Warrant Clearing Account	Check	1112227	01/10/2023	Accounts Payable	KIYA N NEZ	217.45
NBAZ - Warrant Clearing Account	Check	1112228	01/10/2023	Accounts Payable	KEIRSTEN NIELSEN	150.00
NBAZ - Warrant Clearing Account	Check	1112229	01/10/2023	Accounts Payable	O'REILLY AUTO PARTS	708.31
NBAZ - Warrant Clearing Account	Check	1112230	01/10/2023	Accounts Payable	OFFICE DEPOT	618.41
NBAZ - Warrant Clearing Account	Check	1112231	01/10/2023	Accounts Payable	OVERDRIVE INC	150.00
NBAZ - Warrant Clearing Account	Check	1112232	01/10/2023	Accounts Payable	DENNIELLE PATTERSON	23.84
NBAZ - Warrant Clearing Account	Check	1112233	01/10/2023	Accounts Payable	SHANNA Y PEARCE	20.00
NBAZ - Warrant Clearing Account	Check	1112234	01/10/2023	Accounts Payable	PERFECT PRINTZ LLC	226.63
NBAZ - Warrant Clearing Account	Check	1112235	01/10/2023	Accounts Payable	RANDOLPH PLATT DDS	88.00
NBAZ - Warrant Clearing Account	Check	1112236	01/10/2023	Accounts Payable	POINT & PAY LLC	500.00
NBAZ - Warrant Clearing Account	Check	1112237	01/10/2023	Accounts Payable	PREMIUM PROPANE LLC	7,174.99
NBAZ - Warrant Clearing Account	Check	1112238	01/10/2023	Accounts Payable	PROPERTY RECORDS INDUSTRY ASSOCIATION	395.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112239	01/10/2023	Accounts Payable	QUALITY CARQUEST	1,454.78
NBAZ - Warrant Clearing Account	Check	1112240	01/10/2023	Accounts Payable	QUILL CORP	4,306.19
NBAZ - Warrant Clearing Account	Check	1112241	01/10/2023	Accounts Payable	R&S NORTHEAST LLC	1,370.91
NBAZ - Warrant Clearing Account	Check	1112242	01/10/2023	Accounts Payable	RAELENE RABAN	65.48
NBAZ - Warrant Clearing Account	Check	1112243	01/10/2023	Accounts Payable	RACHER'S OFFICE EQUIPMENT	227.00
NBAZ - Warrant Clearing Account	Check	1112244	01/10/2023	Accounts Payable	RHINEHART OIL CO	27,795.85
NBAZ - Warrant Clearing Account	Check	1112245	01/10/2023	Accounts Payable	SAFEWAY INC	96.66
NBAZ - Warrant Clearing Account	Check	1112246	01/10/2023	Accounts Payable	SANOFI PASTEUR INC	999.10
NBAZ - Warrant Clearing Account	Check	1112247	01/10/2023	Accounts Payable	SAUL'S CREEK ENGINEERING INC	5,280.00
NBAZ - Warrant Clearing Account	Check	1112248	01/10/2023	Accounts Payable	SCHOOL WEBMASTERS LLC & CIVIC WEBMASTERS	2,574.00
NBAZ - Warrant Clearing Account	Check	1112249	01/10/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	3,408.36
NBAZ - Warrant Clearing Account	Check	1112250	01/10/2023	Accounts Payable	SEM APPLICATIONS INC	108.00
NBAZ - Warrant Clearing Account	Check	1112251	01/10/2023	Accounts Payable	SENTRY WELDING SUPPLY LLC	229.88
NBAZ - Warrant Clearing Account	Check	1112252	01/10/2023	Accounts Payable	SIERRA PROPANE	274.13
NBAZ - Warrant Clearing Account	Check	1112253	01/10/2023	Accounts Payable	SITECH SOUTHWEST LLC	17,856.46
NBAZ - Warrant Clearing Account	Check	1112254	01/10/2023	Accounts Payable	SOUTHERN TIRE MART LLC	2,075.53
NBAZ - Warrant Clearing Account	Check	1112255	01/10/2023	Accounts Payable	SPARKLETT'S WATER	31.46
NBAZ - Warrant Clearing Account	Check	1112256	01/10/2023	Accounts Payable	ST JOHNS CITY	188.37
NBAZ - Warrant Clearing Account	Check	1112257	01/10/2023	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	100.00
NBAZ - Warrant Clearing Account	Check	1112258	01/10/2023	Accounts Payable	STATE BAR OF ARIZONA	340.00
NBAZ - Warrant Clearing Account	Check	1112259	01/10/2023	Accounts Payable	STATE BAR OF ARIZONA	340.00
NBAZ - Warrant Clearing Account	Check	1112260	01/10/2023	Accounts Payable	SUEAN STRADLING-COLLINS	150.00
NBAZ - Warrant Clearing Account	Check	1112261	01/10/2023	Accounts Payable	SUMMIT FUNERAL HOME	8,190.00
NBAZ - Warrant Clearing Account	Check	1112262	01/10/2023	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	729.49
NBAZ - Warrant Clearing Account	Check	1112263	01/10/2023	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	627.27
NBAZ - Warrant Clearing Account	Check	1112264	01/10/2023	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1112265	01/10/2023	Accounts Payable	THE POUR STATION	147.44
NBAZ - Warrant Clearing Account	Check	1112266	01/10/2023	Accounts Payable	THOMSON REUTERS WEST	1,300.96
NBAZ - Warrant Clearing Account	Check	1112267	01/10/2023	Accounts Payable	TOWN OF EAGAR	120.24
NBAZ - Warrant Clearing Account	Check	1112268	01/10/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	592.72
NBAZ - Warrant Clearing Account	Check	1112269	01/10/2023	Accounts Payable	TRINITY SERVICES GROUP INC	15,808.00
NBAZ - Warrant Clearing Account	Check	1112270	01/10/2023	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	832.32
NBAZ - Warrant Clearing Account	Check	1112271	01/10/2023	Accounts Payable	UNIFIRST CORPORATION	277.30
NBAZ - Warrant Clearing Account	Check	1112272	01/10/2023	Accounts Payable	UNITED PARCEL SERVICE	16.24
NBAZ - Warrant Clearing Account	Check	1112273	01/10/2023	Accounts Payable	US POSTMASTER	318.00
NBAZ - Warrant Clearing Account	Check	1112274	01/10/2023	Accounts Payable	VALLEY AUTO PARTS	2,446.64
NBAZ - Warrant Clearing Account	Check	1112275	01/10/2023	Accounts Payable	VERIZON CONNECT FLEET USA LLC	119.33
NBAZ - Warrant Clearing Account	Check	1112276	01/10/2023	Accounts Payable	VERIZON WIRELESS	571.69

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112277	01/10/2023	Accounts Payable	DELANA WAITE	300.00
NBAZ - Warrant Clearing Account	Check	1112278	01/10/2023	Accounts Payable	WASTE MANAGEMENT OF AZ	68.99
NBAZ - Warrant Clearing Account	Check	1112279	01/10/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	9,663.03
NBAZ - Warrant Clearing Account	Check	1112280	01/10/2023	Accounts Payable	WILLIAM WADE WILTBANK	964.48
NBAZ - Warrant Clearing Account	Check	1112281	01/10/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	413.66
NBAZ - Warrant Clearing Account	Check	1112282	01/10/2023	Accounts Payable	WOODSON ENGINEERING & SURVEYING INC	26,122.50
NBAZ - Warrant Clearing Account	Check	1112283	01/10/2023	Accounts Payable	WRIGHT EXPRESS FSC WEX	2,036.00
NBAZ - Warrant Clearing Account	Check	1112284	01/10/2023	Accounts Payable	REDACTED	1,108.00
NBAZ - Warrant Clearing Account	Check	1112285	01/10/2023	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	5,100.00
NBAZ - Warrant Clearing Account	Check	1112286	01/10/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	927.56
NBAZ - Warrant Clearing Account	Check	1112287	01/11/2023	Accounts Payable	DISH NETWORK	235.20
NBAZ - Warrant Clearing Account	Check	1112288	01/11/2023	Accounts Payable	KAY SUPPLY INC	3,920.65
NBAZ - Warrant Clearing Account	Check	1112289	01/11/2023	Accounts Payable	RYAN N PATTERSON	68.78
NBAZ - Warrant Clearing Account	Check	1112290	01/11/2023	Accounts Payable	ALTON JOE SHEPHERD	952.59
NBAZ - Warrant Clearing Account	Check	1112291	01/11/2023	Accounts Payable	GILBERT YAZZIE	170.00
NBAZ - Warrant Clearing Account	Check	1112292	01/17/2023	Accounts Payable	WARREN THOMAS	97.00
NBAZ - Warrant Clearing Account	Check	1112293	01/17/2023	Accounts Payable	NICOLE M TSOSIE	97.00
NBAZ - Warrant Clearing Account	Check	1112294	01/17/2023	Accounts Payable	BEST WESTERN PLUS	150.12
NBAZ - Warrant Clearing Account	Check	1112295	01/17/2023	Accounts Payable	BEST WESTERN PLUS	450.12
NBAZ - Warrant Clearing Account	Check	1112319	01/18/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	312.08
NBAZ - Warrant Clearing Account	Check	1112320	01/18/2023	Accounts Payable	APACHE COUNTY FSA	654.73
NBAZ - Warrant Clearing Account	Check	1112321	01/18/2023	Accounts Payable	APACHE COUNTY HSA	4,751.90
NBAZ - Warrant Clearing Account	Check	1112322	01/18/2023	Accounts Payable	APACHE COUNTY MEDICAL	178,161.19
NBAZ - Warrant Clearing Account	Check	1112323	01/18/2023	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	169,364.81
NBAZ - Warrant Clearing Account	Check	1112324	01/18/2023	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1112325	01/18/2023	Accounts Payable	ASRS LEGACY EORP	35.00
NBAZ - Warrant Clearing Account	Check	1112326	01/18/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	10,075.98
NBAZ - Warrant Clearing Account	Check	1112327	01/18/2023	Accounts Payable	CINCINNATI LIFE INS CO	138,082.02
NBAZ - Warrant Clearing Account	Check	1112328	01/18/2023	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	10.00
NBAZ - Warrant Clearing Account	Check	1112329	01/18/2023	Accounts Payable	CORP AOC DISABILITY	1,164.31
NBAZ - Warrant Clearing Account	Check	1112330	01/18/2023	Accounts Payable	CORP DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1112331	01/18/2023	Accounts Payable	CORRECTIONS OFFICER RET PLAN	168.18
NBAZ - Warrant Clearing Account	Check	1112332	01/18/2023	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	11,274.09
NBAZ - Warrant Clearing Account	Check	1112333	01/18/2023	Accounts Payable	EODCRS DISABILITY	1,673.61
NBAZ - Warrant Clearing Account	Check	1112334	01/18/2023	Accounts Payable	EORP LEGACY	14.22
NBAZ - Warrant Clearing Account	Check	1112335	01/18/2023	Accounts Payable	GURSTEL LAW FIRM PC	2,777.35
NBAZ - Warrant Clearing Account	Check	1112336	01/18/2023	Accounts Payable	NATIONWIDE	182.35
NBAZ - Warrant Clearing Account	Check	1112337	01/18/2023	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	3,946.11
NBAZ - Warrant Clearing Account	Check	1112337	01/18/2023	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112338	01/18/2023	Accounts Payable	NATIONWIDE TRUST FSB	2,467.57
NBAZ - Warrant Clearing Account	Check	1112339	01/18/2023	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1112340	01/18/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1112341	01/18/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	11,691.29
NBAZ - Warrant Clearing Account	Check	1112342	01/18/2023	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1112343	01/18/2023	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1112344	01/18/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,199.50
NBAZ - Warrant Clearing Account	Check	1112345	01/18/2023	Accounts Payable	4 RIVERS EQUIPMENT LLC	1,268.91
NBAZ - Warrant Clearing Account	Check	1112346	01/18/2023	Accounts Payable	A-1 GLASS AND MIRROR INC	47.15
NBAZ - Warrant Clearing Account	Check	1112347	01/18/2023	Accounts Payable	ACCURATE POLYGRAPH EXAMINATIONS LLC	250.00
NBAZ - Warrant Clearing Account	Check	1112348	01/18/2023	Accounts Payable	ADVANCED AIR SYSTEMS LLC	2,479.00
NBAZ - Warrant Clearing Account	Check	1112349	01/18/2023	Accounts Payable	AIR COMM CORPORATION	1,512.76
NBAZ - Warrant Clearing Account	Check	1112350	01/18/2023	Accounts Payable	ALLEGRA	4,092.00
NBAZ - Warrant Clearing Account	Check	1112351	01/18/2023	Accounts Payable	ALPINE WATER AND SANITARY	142.14
NBAZ - Warrant Clearing Account	Check	1112352	01/18/2023	Accounts Payable	ALSCO INC	680.58
NBAZ - Warrant Clearing Account	Check	1112353	01/18/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	1,610.31
NBAZ - Warrant Clearing Account	Check	1112354	01/18/2023	Accounts Payable	AMERIGAS - GALLUP	608.98
NBAZ - Warrant Clearing Account	Check	1112355	01/18/2023	Accounts Payable	AMIGO CHEVROLET	95.12
NBAZ - Warrant Clearing Account	Check	1112356	01/18/2023	Accounts Payable	AMIGOS LIBRARY SERVICES	180.00
NBAZ - Warrant Clearing Account	Check	1112357	01/18/2023	Accounts Payable	APACHE COUNTY	65.89
NBAZ - Warrant Clearing Account	Check	1112358	01/18/2023	Accounts Payable	APCO INTERNATIONAL INC	1,795.00
NBAZ - Warrant Clearing Account	Check	1112359	01/18/2023	Accounts Payable	APEX SOFTWARE	1,480.00
NBAZ - Warrant Clearing Account	Check	1112360	01/18/2023	Accounts Payable	TAMARA WILHELM APPLIGATE	51.10
NBAZ - Warrant Clearing Account	Check	1112361	01/18/2023	Accounts Payable	AZ COUNTIES INSURANCE POOL	6,726.73
NBAZ - Warrant Clearing Account	Check	1112362	01/18/2023	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	93,839.94
NBAZ - Warrant Clearing Account	Check	1112363	01/18/2023	Accounts Payable	AZ DEPARTMENT OF ENVIRONMENTAL QUALITY	4,520.00
NBAZ - Warrant Clearing Account	Check	1112364	01/18/2023	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,135.00
NBAZ - Warrant Clearing Account	Check	1112365	01/18/2023	Accounts Payable	AZLGEBT	365,799.67
NBAZ - Warrant Clearing Account	Check	1112366	01/18/2023	Accounts Payable	BACKWOODS TEES LLC	1,302.66
NBAZ - Warrant Clearing Account	Check	1112367	01/18/2023	Accounts Payable	LUCINDA A BALOO	106.12
NBAZ - Warrant Clearing Account	Check	1112368	01/18/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	25.41
NBAZ - Warrant Clearing Account	Check	1112369	01/18/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	2,041.34
NBAZ - Warrant Clearing Account	Check	1112370	01/18/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	15.77
NBAZ - Warrant Clearing Account	Check	1112371	01/18/2023	Accounts Payable	MARLEITA BEGAY	1,268.92
NBAZ - Warrant Clearing Account	Check	1112372	01/18/2023	Accounts Payable	SARAH MAE BEGAY	715.00
NBAZ - Warrant Clearing Account	Check	1112373	01/18/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	887.45
NBAZ - Warrant Clearing Account	Check	1112374	01/18/2023	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,525.00
NBAZ - Warrant Clearing Account	Check	1112375	01/18/2023	Accounts Payable	SHANE LEO BODIE	374.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112376	01/18/2023	Accounts Payable	CLAYTON BOND	79.10
NBAZ - Warrant Clearing Account	Check	1112377	01/18/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	22,441.66
NBAZ - Warrant Clearing Account	Check	1112378	01/18/2023	Accounts Payable	NATASHA BRADBURN	300.00
NBAZ - Warrant Clearing Account	Check	1112379	01/18/2023	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1112380	01/18/2023	Accounts Payable	DEVIN BROWN	300.00
NBAZ - Warrant Clearing Account	Check	1112381	01/18/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112382	01/18/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112383	01/18/2023	Accounts Payable	BURNHAM MORTUARY	355.50
NBAZ - Warrant Clearing Account	Check	1112384	01/18/2023	Accounts Payable	C & E CONCRETE INC	7,515.12
NBAZ - Warrant Clearing Account	Check	1112385	01/18/2023	Accounts Payable	CALIBRE PRESS	657.00
NBAZ - Warrant Clearing Account	Check	1112386	01/18/2023	Accounts Payable	REDACTED	60.00
NBAZ - Warrant Clearing Account	Check	1112387	01/18/2023	Accounts Payable	ELIZABETH A CASTILLO	67.93
NBAZ - Warrant Clearing Account	Check	1112388	01/18/2023	Accounts Payable	CELLULAR ONE NE AZ	286.50
NBAZ - Warrant Clearing Account	Check	1112389	01/18/2023	Accounts Payable	CENTRAL ARIZONA SUPPLY	672.31
NBAZ - Warrant Clearing Account	Check	1112390	01/18/2023	Accounts Payable	CENTRAL RESTAURANT PRODUCTS	114.93
NBAZ - Warrant Clearing Account	Check	1112391	01/18/2023	Accounts Payable	VANESSA LYN CISCO	30.93
NBAZ - Warrant Clearing Account	Check	1112392	01/18/2023	Accounts Payable	CNA SURETY	100.00
NBAZ - Warrant Clearing Account	Check	1112393	01/18/2023	Accounts Payable	COLBY WELDING & RADIATOR INC	1,237.16
NBAZ - Warrant Clearing Account	Check	1112394	01/18/2023	Accounts Payable	CONDITIONED RESPONSE TRAINING	196.54
NBAZ - Warrant Clearing Account	Check	1112395	01/18/2023	Accounts Payable	CONTINUANT INC	5,712.24
NBAZ - Warrant Clearing Account	Check	1112396	01/18/2023	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	327.02
NBAZ - Warrant Clearing Account	Check	1112397	01/18/2023	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	313.52
NBAZ - Warrant Clearing Account	Check	1112398	01/18/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	452.94
NBAZ - Warrant Clearing Account	Check	1112399	01/18/2023	Accounts Payable	ANDREA HEIDI CRESSWELL	778.78
NBAZ - Warrant Clearing Account	Check	1112400	01/18/2023	Accounts Payable	RODGER DAHOZY	340.31
NBAZ - Warrant Clearing Account	Check	1112401	01/18/2023	Accounts Payable	CANDICE D DAVIS	1,670.26
NBAZ - Warrant Clearing Account	Check	1112402	01/18/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.02
NBAZ - Warrant Clearing Account	Check	1112403	01/18/2023	Accounts Payable	DELL COMPUTER CORPORATION	36.39
NBAZ - Warrant Clearing Account	Check	1112404	01/18/2023	Accounts Payable	DIAMOND C FEEDS	1,500.00
NBAZ - Warrant Clearing Account	Check	1112405	01/18/2023	Accounts Payable	DIAMONDBACK POLICE SUPPLY CO INC	86.99
NBAZ - Warrant Clearing Account	Check	1112406	01/18/2023	Accounts Payable	DIESEL CONVERSION SPECIALISTS	93.55
NBAZ - Warrant Clearing Account	Check	1112407	01/18/2023	Accounts Payable	DIRECTV LLC	216.62
NBAZ - Warrant Clearing Account	Check	1112408	01/18/2023	Accounts Payable	DISH NETWORK	4,538.47
NBAZ - Warrant Clearing Account	Check	1112409	01/18/2023	Accounts Payable	EMBROIDERY BY APRIL	340.00
NBAZ - Warrant Clearing Account	Check	1112410	01/18/2023	Accounts Payable	EMPIRE MACHINERY	479.77
NBAZ - Warrant Clearing Account	Check	1112411	01/18/2023	Accounts Payable	EMPIRE POWER SYSTEMS	1,363.97
NBAZ - Warrant Clearing Account	Check	1112412	01/18/2023	Accounts Payable	FAUST PSYCHOLOGICAL SERVICES	
NBAZ - Warrant Clearing Account	Check	1112413	01/18/2023	Accounts Payable	FERRELLGAS	

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112414	01/18/2023	Accounts Payable	FLEET PRIDE	751.16
NBAZ - Warrant Clearing Account	Check	1112415	01/18/2023	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.57
NBAZ - Warrant Clearing Account	Check	1112416	01/18/2023	Accounts Payable	FRONTIER	221.60
NBAZ - Warrant Clearing Account	Check	1112417	01/18/2023	Accounts Payable	FRONTIER	206.25
NBAZ - Warrant Clearing Account	Check	1112418	01/18/2023	Accounts Payable	FRONTIER	217.76
NBAZ - Warrant Clearing Account	Check	1112419	01/18/2023	Accounts Payable	FRONTIER	254.99
NBAZ - Warrant Clearing Account	Check	1112420	01/18/2023	Accounts Payable	FRONTIER	192.16
NBAZ - Warrant Clearing Account	Check	1112421	01/18/2023	Accounts Payable	FRONTIER	192.49
NBAZ - Warrant Clearing Account	Check	1112422	01/18/2023	Accounts Payable	FRONTIER	155.78
NBAZ - Warrant Clearing Account	Check	1112423	01/18/2023	Accounts Payable	FRONTIER	199.49
NBAZ - Warrant Clearing Account	Check	1112424	01/18/2023	Accounts Payable	FRONTIER	142.35
NBAZ - Warrant Clearing Account	Check	1112425	01/18/2023	Accounts Payable	FRONTIER	207.67
NBAZ - Warrant Clearing Account	Check	1112426	01/18/2023	Accounts Payable	FUTURE TIRE	123.28
NBAZ - Warrant Clearing Account	Check	1112427	01/18/2023	Accounts Payable	TAYLOR JORDYN GARNER	494.50
NBAZ - Warrant Clearing Account	Check	1112428	01/18/2023	Accounts Payable	GLOCK PROFESSIONAL INC	250.00
NBAZ - Warrant Clearing Account	Check	1112429	01/18/2023	Accounts Payable	DARYL GREER	101.53
NBAZ - Warrant Clearing Account	Check	1112430	01/18/2023	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1112431	01/18/2023	Accounts Payable	HEALTH EQUITY INC	170.00
NBAZ - Warrant Clearing Account	Check	1112432	01/18/2023	Accounts Payable	HIGH COUNTRY SIGNS LLC	260.00
NBAZ - Warrant Clearing Account	Check	1112433	01/18/2023	Accounts Payable	MEGAN L HILL	300.00
NBAZ - Warrant Clearing Account	Check	1112434	01/18/2023	Accounts Payable	HILL AZ GROCERY STORE	185.63
NBAZ - Warrant Clearing Account	Check	1112435	01/18/2023	Accounts Payable	HILL AZ GROCERY STORE	340.28
NBAZ - Warrant Clearing Account	Check	1112436	01/18/2023	Accounts Payable	HOME DEPOT	107.35
NBAZ - Warrant Clearing Account	Check	1112437	01/18/2023	Accounts Payable	HP2 INC	7,883.56
NBAZ - Warrant Clearing Account	Check	1112438	01/18/2023	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	365.74
NBAZ - Warrant Clearing Account	Check	1112439	01/18/2023	Accounts Payable	TYRON JENSEN	169.00
NBAZ - Warrant Clearing Account	Check	1112440	01/18/2023	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	418.07
NBAZ - Warrant Clearing Account	Check	1112441	01/18/2023	Accounts Payable	BARRINGTON G KENNEDY	35.00
NBAZ - Warrant Clearing Account	Check	1112442	01/18/2023	Accounts Payable	KRYSTAL MARIE KING	494.50
NBAZ - Warrant Clearing Account	Check	1112443	01/18/2023	Accounts Payable	LATONNA F KIRBY	494.50
NBAZ - Warrant Clearing Account	Check	1112444	01/18/2023	Accounts Payable	LAWSON PRODUCTS INC	470.49
NBAZ - Warrant Clearing Account	Check	1112445	01/18/2023	Accounts Payable	LOWES #24	390.46
NBAZ - Warrant Clearing Account	Check	1112446	01/18/2023	Accounts Payable	LOWES COMPANIES INC	25.31
NBAZ - Warrant Clearing Account	Check	1112447	01/18/2023	Accounts Payable	OLIVIA MARIN	400.00
NBAZ - Warrant Clearing Account	Check	1112448	01/18/2023	Accounts Payable	STEPHANIE MCCARTHY	69.71
NBAZ - Warrant Clearing Account	Check	1112449	01/18/2023	Accounts Payable	ERIC MCNEIL	150.00
NBAZ - Warrant Clearing Account	Check	1112450	01/18/2023	Accounts Payable	MISSION UNIFORM & LINEN	519.53
NBAZ - Warrant Clearing Account	Check	1112451	01/18/2023	Accounts Payable	MOHAWK AUTOMOTIVE LIFTS SOUTHWEST	322.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112452	01/18/2023	Accounts Payable	MONNIT CORPORATION	76.02
NBAZ - Warrant Clearing Account	Check	1112453	01/18/2023	Accounts Payable	REITA MOORE	300.00
NBAZ - Warrant Clearing Account	Check	1112454	01/18/2023	Accounts Payable	DIANA M MORGAN	271.17
NBAZ - Warrant Clearing Account	Check	1112455	01/18/2023	Accounts Payable	NAPA	676.60
NBAZ - Warrant Clearing Account	Check	1112456	01/18/2023	Accounts Payable	NAVAJO SANITATION INC	757.90
NBAZ - Warrant Clearing Account	Check	1112457	01/18/2023	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	228.96
NBAZ - Warrant Clearing Account	Check	1112458	01/18/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	832.39
NBAZ - Warrant Clearing Account	Check	1112459	01/18/2023	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	11,213.87
NBAZ - Warrant Clearing Account	Check	1112460	01/18/2023	Accounts Payable	REDACTED	511.00
NBAZ - Warrant Clearing Account	Check	1112461	01/18/2023	Accounts Payable	HALEY RHAЕ NICOLL	38.11
NBAZ - Warrant Clearing Account	Check	1112462	01/18/2023	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	12.88
NBAZ - Warrant Clearing Account	Check	1112463	01/18/2023	Accounts Payable	ANTONY C NOTAH	424.00
NBAZ - Warrant Clearing Account	Check	1112464	01/18/2023	Accounts Payable	O'REILLY AUTO PARTS	51.44
NBAZ - Warrant Clearing Account	Check	1112465	01/18/2023	Accounts Payable	ELODIA ORTIZ	453.04
NBAZ - Warrant Clearing Account	Check	1112466	01/18/2023	Accounts Payable	OVERDRIVE INC	613.55
NBAZ - Warrant Clearing Account	Check	1112467	01/18/2023	Accounts Payable	TOBIE KLIESSEN OVERSON	300.00
NBAZ - Warrant Clearing Account	Check	1112468	01/18/2023	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1112469	01/18/2023	Accounts Payable	DENNIELLE PATTERSON	24.89
NBAZ - Warrant Clearing Account	Check	1112470	01/18/2023	Accounts Payable	RYAN N PATTERSON	349.17
NBAZ - Warrant Clearing Account	Check	1112471	01/18/2023	Accounts Payable	RYAN N PATTERSON	58.43
NBAZ - Warrant Clearing Account	Check	1112472	01/18/2023	Accounts Payable	PLIQUIDATIONS.COM	170.87
NBAZ - Warrant Clearing Account	Check	1112473	01/18/2023	Accounts Payable	PERFECT PRINTZ LLC	36.10
NBAZ - Warrant Clearing Account	Check	1112474	01/18/2023	Accounts Payable	PERKINS CINDERS INC	954.90
NBAZ - Warrant Clearing Account	Check	1112475	01/18/2023	Accounts Payable	GUY KEITH PHELPS	21.75
NBAZ - Warrant Clearing Account	Check	1112476	01/18/2023	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	8,000.00
NBAZ - Warrant Clearing Account	Check	1112477	01/18/2023	Accounts Payable	PREMIUM PROPANE LLC	6,112.04
NBAZ - Warrant Clearing Account	Check	1112478	01/18/2023	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	4,000.00
NBAZ - Warrant Clearing Account	Check	1112479	01/18/2023	Accounts Payable	QUALITY CARQUEST	287.76
NBAZ - Warrant Clearing Account	Check	1112480	01/18/2023	Accounts Payable	QUILL CORP	1,701.35
NBAZ - Warrant Clearing Account	Check	1112481	01/18/2023	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1112482	01/18/2023	Accounts Payable	RED HORSE ENTERPRISES	1,651.00
NBAZ - Warrant Clearing Account	Check	1112483	01/18/2023	Accounts Payable	RELIABLE BACKGROUND SCREENING	2,280.90
NBAZ - Warrant Clearing Account	Check	1112484	01/18/2023	Accounts Payable	REST UR RUMP	93.00
NBAZ - Warrant Clearing Account	Check	1112485	01/18/2023	Accounts Payable	RHINEHART OIL CO	53,178.28
NBAZ - Warrant Clearing Account	Check	1112486	01/18/2023	Accounts Payable	KODY RICHARDSON	1,800.00
NBAZ - Warrant Clearing Account	Check	1112487	01/18/2023	Accounts Payable	RICOH USA INC	28.65
NBAZ - Warrant Clearing Account	Check	1112488	01/18/2023	Accounts Payable	RIGG LAW FIRM PLLC	1,888.00
NBAZ - Warrant Clearing Account	Check	1112489	01/18/2023	Accounts Payable	CAROL A ROBERTS	27.52

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112490	01/18/2023	Accounts Payable	SOPHIA RODRIGUEZ	766.90
NBAZ - Warrant Clearing Account	Check	1112491	01/18/2023	Accounts Payable	SCOTT J ROGERS	81.25
NBAZ - Warrant Clearing Account	Check	1112492	01/18/2023	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	77.64
NBAZ - Warrant Clearing Account	Check	1112493	01/18/2023	Accounts Payable	SANOFI PASTEUR INC	854.46
NBAZ - Warrant Clearing Account	Check	1112494	01/18/2023	Accounts Payable	SATELLITE INDUSTRIES INC	6,812.25
NBAZ - Warrant Clearing Account	Check	1112495	01/18/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	2,967.25
NBAZ - Warrant Clearing Account	Check	1112496	01/18/2023	Accounts Payable	SEQRUS USA INC	4,632.00
NBAZ - Warrant Clearing Account	Check	1112497	01/18/2023	Accounts Payable	SIERRA PROPANE	1,225.48
NBAZ - Warrant Clearing Account	Check	1112498	01/18/2023	Accounts Payable	AMANDA NICHOLE SIMMONS	766.90
NBAZ - Warrant Clearing Account	Check	1112499	01/18/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	2,903.06
NBAZ - Warrant Clearing Account	Check	1112500	01/18/2023	Accounts Payable	SONORA QUEST LABORATORIES	229.47
NBAZ - Warrant Clearing Account	Check	1112501	01/18/2023	Accounts Payable	SOUTHWEST AG INC	375.30
NBAZ - Warrant Clearing Account	Check	1112502	01/18/2023	Accounts Payable	SPARKLETTS WATER	61.64
NBAZ - Warrant Clearing Account	Check	1112503	01/18/2023	Accounts Payable	SPARKLETTS WATER	103.16
NBAZ - Warrant Clearing Account	Check	1112504	01/18/2023	Accounts Payable	SPARKLETTS WATER	42.59
NBAZ - Warrant Clearing Account	Check	1112505	01/18/2023	Accounts Payable	SPEEDY SALES AND SERVICE	551.20
NBAZ - Warrant Clearing Account	Check	1112506	01/18/2023	Accounts Payable	ST JOHNS CITY	1,546.46
NBAZ - Warrant Clearing Account	Check	1112507	01/18/2023	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,735.96
NBAZ - Warrant Clearing Account	Check	1112508	01/18/2023	Accounts Payable	SUNSTATE TECHNOLOGY GROUP	307.95
NBAZ - Warrant Clearing Account	Check	1112509	01/18/2023	Accounts Payable	MICHAEL JAMES SWOPE	74.00
NBAZ - Warrant Clearing Account	Check	1112510	01/18/2023	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	115.38
NBAZ - Warrant Clearing Account	Check	1112511	01/18/2023	Accounts Payable	THE POUR STATION	17.34
NBAZ - Warrant Clearing Account	Check	1112512	01/18/2023	Accounts Payable	TOWN OF EAGAR	114.91
NBAZ - Warrant Clearing Account	Check	1112513	01/18/2023	Accounts Payable	TOWN OF SPRINGERVILLE	90.55
NBAZ - Warrant Clearing Account	Check	1112514	01/18/2023	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1112515	01/18/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	1,207.78
NBAZ - Warrant Clearing Account	Check	1112516	01/18/2023	Accounts Payable	TRIPLE R FUELS	10.00
NBAZ - Warrant Clearing Account	Check	1112517	01/18/2023	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	7,060.25
NBAZ - Warrant Clearing Account	Check	1112518	01/18/2023	Accounts Payable	CRAIG TSOSIE	778.78
NBAZ - Warrant Clearing Account	Check	1112519	01/18/2023	Accounts Payable	TYLER TECHNOLOGIES INC	1,890.86
NBAZ - Warrant Clearing Account	Check	1112520	01/18/2023	Accounts Payable	W JEFFORY UDALL	23.58
NBAZ - Warrant Clearing Account	Check	1112521	01/18/2023	Accounts Payable	UNIFIRST CORPORATION	75.52
NBAZ - Warrant Clearing Account	Check	1112522	01/18/2023	Accounts Payable	UNITED PARCEL SERVICE	600.00
NBAZ - Warrant Clearing Account	Check	1112523	01/18/2023	Accounts Payable	US POSTMASTER	224.00
NBAZ - Warrant Clearing Account	Check	1112524	01/18/2023	Accounts Payable	VALLEY AUTO PARTS	84.36
NBAZ - Warrant Clearing Account	Check	1112525	01/18/2023	Accounts Payable	VERIZON WIRELESS	3,295.22
NBAZ - Warrant Clearing Account	Check	1112526	01/18/2023	Accounts Payable	CODY MERRILL WAITE	27.75
NBAZ - Warrant Clearing Account	Check	1112527	01/18/2023	Accounts Payable	TED R WATSON	85.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112528	01/18/2023	Accounts Payable	ALICE JO WEBB	220.89
NBAZ - Warrant Clearing Account	Check	1112529	01/18/2023	Accounts Payable	WESTERN DRUG COMPANY	15.00
NBAZ - Warrant Clearing Account	Check	1112530	01/18/2023	Accounts Payable	JOYCLYNN WHITING	552.38
NBAZ - Warrant Clearing Account	Check	1112531	01/18/2023	Accounts Payable	MICHAEL B WHITING	359.84
NBAZ - Warrant Clearing Account	Check	1112532	01/18/2023	Accounts Payable	WILLIAMS, LAMUEL	85.00
NBAZ - Warrant Clearing Account	Check	1112533	01/18/2023	Accounts Payable	ANTONIA WOOD	112.13
NBAZ - Warrant Clearing Account	Check	1112534	01/18/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	278.90
NBAZ - Warrant Clearing Account	Check	1112535	01/18/2023	Accounts Payable	SCOTT YAROSH	287.09
NBAZ - Warrant Clearing Account	Check	1112536	01/18/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,370.67
NBAZ - Warrant Clearing Account	Check	1112537	01/18/2023	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	919.64
NBAZ - Warrant Clearing Account	Check	1112538	01/19/2023	Accounts Payable	BOYS AND GIRLS CLUB OF ROUND VALLEY	150.00
NBAZ - Warrant Clearing Account	Check	1112539	01/19/2023	Accounts Payable	MONTIERTH, LORETTA	486.04
NBAZ - Warrant Clearing Account	Check	1112540	01/19/2023	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1112541	01/19/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	722.61
NBAZ - Warrant Clearing Account	Check	1112542	01/19/2023	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	329.59
NBAZ - Warrant Clearing Account	Check	1112543	01/19/2023	Accounts Payable	QUILL CORP	2,047.57
NBAZ - Warrant Clearing Account	Check	1112544	01/19/2023	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	130.00
NBAZ - Warrant Clearing Account	Check	1112545	01/24/2023	Accounts Payable	4IMPRINT	3,254.86
NBAZ - Warrant Clearing Account	Check	1112546	01/24/2023	Accounts Payable	ALLEGRA	156.14
NBAZ - Warrant Clearing Account	Check	1112547	01/24/2023	Accounts Payable	ALSCO INC	639.19
NBAZ - Warrant Clearing Account	Check	1112548	01/24/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,206.18
NBAZ - Warrant Clearing Account	Check	1112549	01/24/2023	Accounts Payable	AMIGO CHEVROLET	113.68
NBAZ - Warrant Clearing Account	Check	1112550	01/24/2023	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	3,167.29
NBAZ - Warrant Clearing Account	Check	1112551	01/24/2023	Accounts Payable	ASHTONS REPAIR INC	425.99
NBAZ - Warrant Clearing Account	Check	1112552	01/24/2023	Accounts Payable	AT&T MOBILITY II LLC	1,114.68
NBAZ - Warrant Clearing Account	Check	1112553	01/24/2023	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	3,774.68
NBAZ - Warrant Clearing Account	Check	1112554	01/24/2023	Accounts Payable	AZ SUPREME COURT	250.00
NBAZ - Warrant Clearing Account	Check	1112555	01/24/2023	Accounts Payable	AZ SUPREME COURT	13.40
NBAZ - Warrant Clearing Account	Check	1112556	01/24/2023	Accounts Payable	BALLEJOS SEPTIC LLC	600.00
NBAZ - Warrant Clearing Account	Check	1112557	01/24/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	406.05
NBAZ - Warrant Clearing Account	Check	1112558	01/24/2023	Accounts Payable	SARAH MAE BEGAY	520.00
NBAZ - Warrant Clearing Account	Check	1112559	01/24/2023	Accounts Payable	BI INC	341.81
NBAZ - Warrant Clearing Account	Check	1112560	01/24/2023	Accounts Payable	WILLIAM BIZADI JR	147.00
NBAZ - Warrant Clearing Account	Check	1112561	01/24/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	347.07
NBAZ - Warrant Clearing Account	Check	1112562	01/24/2023	Accounts Payable	BLUE LINE TOWING	300.00
NBAZ - Warrant Clearing Account	Check	1112563	01/24/2023	Accounts Payable	DEVIN BROWN	505.00
NBAZ - Warrant Clearing Account	Check	1112564	01/24/2023	Accounts Payable	BURNHAM MORTUARY	448.78
NBAZ - Warrant Clearing Account	Check	1112565	01/24/2023	Accounts Payable	BURNHAM MORTUARY	414.41

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112566	01/24/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112567	01/24/2023	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1112568	01/24/2023	Accounts Payable	CDW GOVERNMENT LLC	2,871.56
NBAZ - Warrant Clearing Account	Check	1112569	01/24/2023	Accounts Payable	CELLULAR ONE NE AZ	190.38
NBAZ - Warrant Clearing Account	Check	1112570	01/24/2023	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	43.50
NBAZ - Warrant Clearing Account	Check	1112571	01/24/2023	Accounts Payable	LILLIAN CHAVEZ	54.00
NBAZ - Warrant Clearing Account	Check	1112572	01/24/2023	Accounts Payable	CORDANT HEALTH SOLUTIONS	959.65
NBAZ - Warrant Clearing Account	Check	1112573	01/24/2023	Accounts Payable	COSTCO WHOLESALE CORPORATION	129.36
NBAZ - Warrant Clearing Account	Check	1112574	01/24/2023	Accounts Payable	COURTESY CHEVROLET	51,840.86
NBAZ - Warrant Clearing Account	Check	1112575	01/24/2023	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	172.55
NBAZ - Warrant Clearing Account	Check	1112576	01/24/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	2,440.03
NBAZ - Warrant Clearing Account	Check	1112577	01/24/2023	Accounts Payable	JOSHUA T CURTIS	216.54
NBAZ - Warrant Clearing Account	Check	1112578	01/24/2023	Accounts Payable	DAVIS TRUE VALUE HARDWARE	267.34
NBAZ - Warrant Clearing Account	Check	1112579	01/24/2023	Accounts Payable	PJ E EDWARDS-RAY	550.00
NBAZ - Warrant Clearing Account	Check	1112580	01/24/2023	Accounts Payable	ELMRIDGE PROTECTION PRODUCTS LLC	1,921.37
NBAZ - Warrant Clearing Account	Check	1112581	01/24/2023	Accounts Payable	JULIUS ELWOOD	147.00
NBAZ - Warrant Clearing Account	Check	1112582	01/24/2023	Accounts Payable	EPIC MOTORSPORTS CORP	6,390.42
NBAZ - Warrant Clearing Account	Check	1112583	01/24/2023	Accounts Payable	MATTHEW G FISH	16.00
NBAZ - Warrant Clearing Account	Check	1112584	01/24/2023	Accounts Payable	FLEET PRIDE	797.92
NBAZ - Warrant Clearing Account	Check	1112585	01/24/2023	Accounts Payable	MYRTIS FRANCIS	147.00
NBAZ - Warrant Clearing Account	Check	1112586	01/24/2023	Accounts Payable	FRONTIER	918.37
NBAZ - Warrant Clearing Account	Check	1112587	01/24/2023	Accounts Payable	FRONTIER	1,360.86
NBAZ - Warrant Clearing Account	Check	1112588	01/24/2023	Accounts Payable	FRONTIER	95.01
NBAZ - Warrant Clearing Account	Check	1112589	01/24/2023	Accounts Payable	FRONTIER	95.94
NBAZ - Warrant Clearing Account	Check	1112590	01/24/2023	Accounts Payable	FRONTIER	58.80
NBAZ - Warrant Clearing Account	Check	1112591	01/24/2023	Accounts Payable	FRONTIER	4,661.20
NBAZ - Warrant Clearing Account	Check	1112592	01/24/2023	Accounts Payable	FRONTIER	218.13
NBAZ - Warrant Clearing Account	Check	1112593	01/24/2023	Accounts Payable	FRONTIER	218.18
NBAZ - Warrant Clearing Account	Check	1112594	01/24/2023	Accounts Payable	FRONTIER	206.17
NBAZ - Warrant Clearing Account	Check	1112595	01/24/2023	Accounts Payable	FRONTIER	144.93
NBAZ - Warrant Clearing Account	Check	1112596	01/24/2023	Accounts Payable	FRONTIER	96.63
NBAZ - Warrant Clearing Account	Check	1112597	01/24/2023	Accounts Payable	FRONTIER	143.54
NBAZ - Warrant Clearing Account	Check	1112598	01/24/2023	Accounts Payable	FRONTIER	212.37
NBAZ - Warrant Clearing Account	Check	1112599	01/24/2023	Accounts Payable	FRONTIER	210.92
NBAZ - Warrant Clearing Account	Check	1112600	01/24/2023	Accounts Payable	FUTURE TIRE	3,175.49
NBAZ - Warrant Clearing Account	Check	1112601	01/24/2023	Accounts Payable	GLOCK PROFESSIONAL INC	500.00
NBAZ - Warrant Clearing Account	Check	1112602	01/24/2023	Accounts Payable	DARYL GREER	102.92
NBAZ - Warrant Clearing Account	Check	1112603	01/24/2023	Accounts Payable	GREER COMMUNITY FACILITIES	935.54

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112604	01/24/2023	Accounts Payable	RICHARD C GUINN	371.89
NBAZ - Warrant Clearing Account	Check	1112605	01/24/2023	Accounts Payable	BUTCH GUNNELS	168.76
NBAZ - Warrant Clearing Account	Check	1112606	01/24/2023	Accounts Payable	HARRIS, REBEKAH	12.01
NBAZ - Warrant Clearing Account	Check	1112607	01/24/2023	Accounts Payable	HEINFELD MEECH AND CO PC	160.00
NBAZ - Warrant Clearing Account	Check	1112608	01/24/2023	Accounts Payable	ROSCOE GEORGE HERRERA	30.00
NBAZ - Warrant Clearing Account	Check	1112609	01/24/2023	Accounts Payable	HIGH COUNTRY PROPANE	2,985.36
NBAZ - Warrant Clearing Account	Check	1112610	01/24/2023	Accounts Payable	HIGH COUNTRY SIGNS LLC	1,085.00
NBAZ - Warrant Clearing Account	Check	1112611	01/24/2023	Accounts Payable	HILL AZ GROCERY STORE	102.64
NBAZ - Warrant Clearing Account	Check	1112612	01/24/2023	Accounts Payable	HOME DEPOT	221.14
NBAZ - Warrant Clearing Account	Check	1112613	01/24/2023	Accounts Payable	LETA HONNIE	108.46
NBAZ - Warrant Clearing Account	Check	1112614	01/24/2023	Accounts Payable	INGRAM LIBRARY SERVICES	2,979.15
NBAZ - Warrant Clearing Account	Check	1112615	01/24/2023	Accounts Payable	INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC	190.00
NBAZ - Warrant Clearing Account	Check	1112616	01/24/2023	Accounts Payable	STEPHEN W KIZER	735.13
NBAZ - Warrant Clearing Account	Check	1112617	01/24/2023	Accounts Payable	KONICA MINOLTA	45.44
NBAZ - Warrant Clearing Account	Check	1112618	01/24/2023	Accounts Payable	LAWSON PRODUCTS INC	1,133.99
NBAZ - Warrant Clearing Account	Check	1112619	01/24/2023	Accounts Payable	LINGO	202.81
NBAZ - Warrant Clearing Account	Check	1112620	01/24/2023	Accounts Payable	LOWES #24	10.15
NBAZ - Warrant Clearing Account	Check	1112621	01/24/2023	Accounts Payable	MISSION UNIFORM & LINEN	268.42
NBAZ - Warrant Clearing Account	Check	1112622	01/24/2023	Accounts Payable	JASON WAYNE MOORE	72.22
NBAZ - Warrant Clearing Account	Check	1112623	01/24/2023	Accounts Payable	MUTUALINK INC	250,000.00
NBAZ - Warrant Clearing Account	Check	1112624	01/24/2023	Accounts Payable	NAPA	1,046.11
NBAZ - Warrant Clearing Account	Check	1112625	01/24/2023	Accounts Payable	NATIONAL ASSOCIATION OF COUNTY ENGINEERS (NACE)	550.00
NBAZ - Warrant Clearing Account	Check	1112626	01/24/2023	Accounts Payable	NATIONAL EMERGENCY NUMBER ASSOCIATION	1,275.00
NBAZ - Warrant Clearing Account	Check	1112627	01/24/2023	Accounts Payable	NAVAJO SANITATION INC	461.10
NBAZ - Warrant Clearing Account	Check	1112628	01/24/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,393.37
NBAZ - Warrant Clearing Account	Check	1112629	01/24/2023	Accounts Payable	NAVAJO WESTERNERS	29.23
NBAZ - Warrant Clearing Account	Check	1112630	01/24/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	19,162.30
NBAZ - Warrant Clearing Account	Check	1112631	01/24/2023	Accounts Payable	JULIE ANN NICHOLSON	29.25
NBAZ - Warrant Clearing Account	Check	1112632	01/24/2023	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	625.00
NBAZ - Warrant Clearing Account	Check	1112633	01/24/2023	Accounts Payable	OFFICE DEPOT	60.22
NBAZ - Warrant Clearing Account	Check	1112634	01/24/2023	Accounts Payable	OVERDRIVE INC	374.89
NBAZ - Warrant Clearing Account	Check	1112635	01/24/2023	Accounts Payable	MELVIN OWENS SR	132.51
NBAZ - Warrant Clearing Account	Check	1112636	01/24/2023	Accounts Payable	PACIFIC PONDEROSA CO INC	111.92
NBAZ - Warrant Clearing Account	Check	1112637	01/24/2023	Accounts Payable	RYAN N PATTERSON	364.17
NBAZ - Warrant Clearing Account	Check	1112638	01/24/2023	Accounts Payable	PEPPERBALL	1,098.00
NBAZ - Warrant Clearing Account	Check	1112639	01/24/2023	Accounts Payable	PERFECT PRINTZ LLC	95.00
NBAZ - Warrant Clearing Account	Check	1112640	01/24/2023	Accounts Payable	PIMA COUNTY MEDICAL	6,600.00
NBAZ - Warrant Clearing Account	Check	1112641	01/24/2023	Accounts Payable	PINAL COUNTY ARIZONA	31,924.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112642	01/24/2023	Accounts Payable	PREMIUM PROPANE LLC	11,388.12
NBAZ - Warrant Clearing Account	Check	1112643	01/24/2023	Accounts Payable	GEORGE C PUENTE JR	147.00
NBAZ - Warrant Clearing Account	Check	1112644	01/24/2023	Accounts Payable	QUILL CORP	479.14
NBAZ - Warrant Clearing Account	Check	1112645	01/24/2023	Accounts Payable	RADISSON CASA GRANDE AZ	2,187.58
NBAZ - Warrant Clearing Account	Check	1112646	01/24/2023	Accounts Payable	RDO EQUIPMENT CO	144.82
NBAZ - Warrant Clearing Account	Check	1112647	01/24/2023	Accounts Payable	READING TRUCK EQUIPMENT LLC	472.58
NBAZ - Warrant Clearing Account	Check	1112648	01/24/2023	Accounts Payable	RHINEHART OIL CO	726.10
NBAZ - Warrant Clearing Account	Check	1112649	01/24/2023	Accounts Payable	KODY RICHARDSON	1,057.58
NBAZ - Warrant Clearing Account	Check	1112650	01/24/2023	Accounts Payable	RICOH USA INC	317.07
NBAZ - Warrant Clearing Account	Check	1112651	01/24/2023	Accounts Payable	CELESTE ROBERTSON	1,664.59
NBAZ - Warrant Clearing Account	Check	1112652	01/24/2023	Accounts Payable	SCOTT J ROGERS	237.50
NBAZ - Warrant Clearing Account	Check	1112653	01/24/2023	Accounts Payable	RUSH TRUCK CENTER	70.29
NBAZ - Warrant Clearing Account	Check	1112654	01/24/2023	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	375.00
NBAZ - Warrant Clearing Account	Check	1112655	01/24/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	1,306.39
NBAZ - Warrant Clearing Account	Check	1112656	01/24/2023	Accounts Payable	ALTON JOE SHEPHERD	650.44
NBAZ - Warrant Clearing Account	Check	1112657	01/24/2023	Accounts Payable	SHI INTERNATIONAL CORP	6,312.95
NBAZ - Warrant Clearing Account	Check	1112658	01/24/2023	Accounts Payable	SIERRA PROPANE	28.97
NBAZ - Warrant Clearing Account	Check	1112659	01/24/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	17.33
NBAZ - Warrant Clearing Account	Check	1112660	01/24/2023	Accounts Payable	DEAN FLOYD SMITH	170.00
NBAZ - Warrant Clearing Account	Check	1112661	01/24/2023	Accounts Payable	SPARKLETTS WATER	34.31
NBAZ - Warrant Clearing Account	Check	1112662	01/24/2023	Accounts Payable	SPARKLETTS WATER	15.78
NBAZ - Warrant Clearing Account	Check	1112663	01/24/2023	Accounts Payable	ST JOHNS CITY	145.70
NBAZ - Warrant Clearing Account	Check	1112664	01/24/2023	Accounts Payable	STATE BAR OF ARIZONA	505.00
NBAZ - Warrant Clearing Account	Check	1112665	01/24/2023	Accounts Payable	THE POUR STATION	156.12
NBAZ - Warrant Clearing Account	Check	1112666	01/24/2023	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1112667	01/24/2023	Accounts Payable	JARROD ARVISO TOACHEENIE	411.49
NBAZ - Warrant Clearing Account	Check	1112668	01/24/2023	Accounts Payable	TOWN OF EAGAR	94.35
NBAZ - Warrant Clearing Account	Check	1112669	01/24/2023	Accounts Payable	TOWN OF SPRINGERVILLE	97.61
NBAZ - Warrant Clearing Account	Check	1112670	01/24/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	336.55
NBAZ - Warrant Clearing Account	Check	1112671	01/24/2023	Accounts Payable	TRIPLE R FUELS	95.00
NBAZ - Warrant Clearing Account	Check	1112672	01/24/2023	Accounts Payable	TRUCKNTOW COM INC	76.26
NBAZ - Warrant Clearing Account	Check	1112673	01/24/2023	Accounts Payable	NICOLE M TSOSIE	147.00
NBAZ - Warrant Clearing Account	Check	1112674	01/24/2023	Accounts Payable	TYLER BUSINESS FORMS	487.88
NBAZ - Warrant Clearing Account	Check	1112675	01/24/2023	Accounts Payable	UNITED PARCEL SERVICE	20.83
NBAZ - Warrant Clearing Account	Check	1112676	01/24/2023	Accounts Payable	VALLEY AUTO PARTS	431.63
NBAZ - Warrant Clearing Account	Check	1112677	01/24/2023	Accounts Payable	VALLEY IMAGING SOLUTIONS	87.43
NBAZ - Warrant Clearing Account	Check	1112678	01/24/2023	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	40.26
NBAZ - Warrant Clearing Account	Check	1112679	01/24/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	203.76

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1112680	01/24/2023	Accounts Payable	JOYCLYNN WHITTING	1,700.42
NBAZ - Warrant Clearing Account	Check	1112681	01/24/2023	Accounts Payable	MICHAEL B WHITING	71.59
NBAZ - Warrant Clearing Account	Check	1112682	01/24/2023	Accounts Payable	SARAH WINNEGAR	344.50
NBAZ - Warrant Clearing Account	Check	1112683	01/24/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	1,588.55
NBAZ - Warrant Clearing Account	Check	1112684	01/24/2023	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	13,100.00
NBAZ - Warrant Clearing Account	Check	1112685	01/30/2023	Accounts Payable	AZ DEPT OF REVENUE	9,736.08

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager/Clerk of the Board

Date/Signature:

1/30/23



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 January 3, 2023 and January 18, 2023.

BOS Meeting Date Requested 2/7/23

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

January 3, 2023
St. Johns, Arizona

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

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.

Ryan Patterson gave the invocation.

Stephanie McCarthy led the Pledge of Allegiance.

Chairman Shepherd called for the Public Health Services District item.

Kim Cole, Health Director, requested approval of Intergovernmental Agreement Contract No. CTR064209 Prop 201 Smoke Free Arizona, effective July 1, 2022 through June 30, 2027 in the annual amount of \$67,316 and the amount has been budgeted for in FY23. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the Jail District item.

Chief Deputy Sheriff Roscoe Herrera requested approval of the renewal of the contract with AXON Enterprises Inc., for the upgrade and use of the Conducted Energy Weapon (Taser) utilized by deputies and jail staff at a total cost of \$219,174.62, based over a five (5) year period. Chief Herrera stated this is funded 50% by the Jail District Budget and 50% by the Sheriff's Office Budget. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote as unanimous.

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

Chairman Shepherd called for the regular agenda items.

Mr. Patterson presented the Consent Agenda and recommended approval. **Mr. Shirley moved approval of Consent Agenda items, A-G, 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 December 6, 2022 to January 3, 2023. Payee Amount AMAZON CAPITAL SERVICES INC 6,793.92 AZ CONSTABLES ASSN 1,854.00 B&R TRUCKING 9,211.96 BAUMAN HOME AND AUTO INC 2,353.89 BRAD HALL & ASSOCIATES

INC 31,106.59 CDW GOVERNMENT LLC 2,668.87 John Lucas COMMUNITY
BROADBAND ADVOCATES LLC 2,025.00 DIESEL LAPTOPS LLC 10,882.73
EBSCO SUBSCRIPTION SERVICES/KWIKBOOST LLC 2,598.94 FRONTIER 4,510.16
GOLIGHTLY TIRE 4,194.07 HAMBLIN & ASSOCIATES LLC 4,550.00 HATCH
CONSTRUCTION 9,268.94 MCCOOK BOILER AND PUMP COMPANY 2,025.64 MIDWAY
CHEVROLET 138,523.17 NAVAJO TIMES PUBLISHING COMPANY INC 1,755.36
NORTHLAND PIONEER COLLEGE 325,011.70 NTUA WIRELESS, LLC 5,220.02 PACIFIC
PONDEROSA CO INC 2,428.74 PREMIUM PROPANE LLC 4,033.59 PROPELLER AERO
INC 24,000.00 SCOTT J ROGERS 2,031.25 RUSH TRUCK CENTER 3,750.12 SECURUS
TECHNOLOGIES INC 1,336.63 SEQIRUS USA INC 9,444.33 ST JOHNS EMERGENCY
SERVICES 2,624.49 SUMMIT HEALTHCARE ASSOCIATION INC 3,735.35 THOMSON
REUTERS WEST 1,533.75 VERIZON WIRELESS 1,445.57 SALT RIVER PROJECT - SRP -
MARS 1,091.00 MARLEITA BEGAY 1,807.49 BIG TEX TRAILER WORLD INC 15,022.75
CAPFIRST EQUIPMENT FINANCE INC 114,099.66 LARRY H MILLER DODGE RAM
AVONDALE 89,743.09 APACHE COUNTY HSA 4,910.01 APACHE COUNTY MEDICAL
176,288.14 APACHE COUNTY TAX WITHHOLDING 177,744.77 ASRS LEGACY EORP
9,813.79 AZ STATE RETIREMENT SYSTEM 140,008.40 COLONIAL LIFE AND
ACCIDENT INS 1,220.90 CORRECTIONS OFFICER RET PLAN 11,639.97 CORRECTIONS
OFFICER RETIREMENT PLAN 520 1,664.38 EORP LEGACY 1,580.77 NATIONWIDE
2,923.74 NATIONWIDE TRUST FSB 2,496.52 PUBLIC SAFETY PERSONNEL 401
16,351.45 PUBLIC SAFETY SHERIFF RET 9,601.60 SUPPORT PAYMENT
CLEARINGHOUSE 1,199.50 ADVANCED CORRECTIONAL HEALTHCARE INC
42,160.68 AMAZON CAPITAL SERVICES INC 5,855.29 B&R TRUCKING 10,934.88
BAUMAN HOME AND AUTO INC 1,014.55 BLUE KNIGHT SECURITY LLC 8,150.00
BRAD HALL & ASSOCIATES INC 29,672.78 BURNHAM MORTUARY 1,000.00 CEDAR
GROVE WATER CO 1,106.45 CONTRACT PHARMACY SERVICES INC 6,371.88 DELL
COMPUTER CORPORATION 5,080.66 DRAKE EQUIPMENT OF ARIZONA INC 1,096.86
ELECTION SYSTEMS AND SOFTWARE 2,503.45 EMPIRE MACHINERY 1,083.41
EQUIPMENTSHARE.COM INC 2,116.28 FERRELLGAS 1,504.79 GOLIGHTLY TIRE
4,720.19 KLINT HEAP 1,398.00 HILLYARD/FLAGSTAFF 5,005.94 HOME DEPOT 1,391.25
i3LOGIX INC 1,476.85 INGRAM LIBRARY SERVICES 2,637.90 INLAND KENWORTH
INC (FARMINGTON) 1,589.85 LAW OFFICE OF MICHAEL S PENROD PLC 7,056.00
MICROSOFT CORPORATION 4,366.14 MOUNTAIN COMFORT HEATING AND
COOLING 6,216.38 NAVAJO TRIBAL UTILITY AUTHORITY 2,084.87 NTUA WIRELESS,
LLC 5,220.02 PITNEY BOWES 2,439.04 QUILL CORP 3,075.31 RHINEHART OIL CO
11,884.82 RIGG LAW FIRM PLLC 3,120.00 SALT RIVER PROJECT - SRP - MARS
3,273.00 SANOFI PASTEUR INC 1,545.28 SECURUS TECHNOLOGIES INC 1,496.32
SUNSTATE TECHNOLOGY GROUP 1,215.58 THE AARONS COMPANY LLC 3,000.00
TRINITY SERVICES GROUP INC 16,074.80 CRAIG TSOSIE 1,422.77 WOODLAND
BUILDING CENTER C/O NATIONS BEST 1,283.08 WRIGHT EXPRESS FSC WEX
2,893.37 YAZZIE'S AUTO PARTS INC 2,845.32 BIG TEX TRAILER WORLD INC 13,433.37
BLUE HILLS ENVIRONMENTAL 37,850.98 JACKSON CLARK 1,348.75 JOSEPH
HOLDEN 1,160.00 AMELYA MCCOO 1,008.75 MARVIN MCCOO 1,008.75 Donald D Riley
JR 1,734.97 RAYLEE WALL 1,160.00 NATIONAL BANK 37,683.13 NATIONAL BANK OF
ARIZONA 0285 1,191.70 ALLEGRA 1,342.48 AMAZON CAPITAL SERVICES INC 4,155.28
AMIGO CHEVROLET 1,028.71 AMIGOS LIBRARY SERVICES 2,000.00 AZ COUNTIES

INSURANCE POOL 5,134.20 AZ DEPT OF RISK MANAGEMENT 1,529.59 AZ SUPREME COURT 2,630.00 AZLGEBT 362,172.07 BOB BARKER COMPANY INC 4,982.13 BREWER LAW OFFICE PLLC 8,500.00 C&I SHOW HARDWARE & SECURITY SYSTEMS INC 1,109.79 CATERPILLAR FINANCIAL SERVICES CORPORATION 76,709.83 CLARK TRUCK EQUIPMENT COMPANY INC 2,900.00 COURTESY CHEVROLET 38,989.99 EMPIRE MACHINERY 133,894.61 EVERBRIDGE INC 34,288.71 FUTURE TIRE 1,554.59 GALL'S INC 1,261.17 GLAXO SMITHKLINE PHARMACY 1,177.06 HAMBLIN & ASSOCIATES LLC 4,550.00 HAMBLIN LAW OFFICE PLC 8,500.00 NAVOPACHE ELECTRIC COOPERATIVE 8,001.72 O'REILLY AUTO PARTS 1,671.58 OVERDRIVE INC 1,305.50 DANA BRYCE PATTERSON 8,500.00 PIMA COUNTY MEDICAL 5,800.00 PLUNKETT'S PEST CONTROL LLC 3,000.60 PREMIUM PROPANE LLC 1,898.79 QUALITY CARQUEST 1,483.78 QUILL CORP 2,377.34 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 RHINEHART OIL CO 25,541.97 RUNBECK ELECTION SERVICES INC 29,667.41 SANDERS UNIFIED SCHOOL DISTRICT 1,950.00 ST JOHNS CITY 1,323.24 STANTEC CONSULTING SERVICES 47,654.06 SUMMIT FUNERAL HOME 1,638.00 THOMSON REUTERS WEST 1,193.56 VERIZON WIRELESS 2,948.09 YAZZIE'S AUTO PARTS INC 3,764.58 ALSICO INC 1,957.34 AMAZON CAPITAL SERVICES INC 5,200.03 B & H PHOTO VIDEO PRO AUDIO 2,109.46 B&R TRUCKING 9,941.18 BAUMAN HOME AND AUTO INC 4,481.25 BOOT BARN 1,103.05 BRAD HALL & ASSOCIATES INC 29,375.36 CDW GOVERNMENT LLC 6,431.65 CONSOLIDATED ELECTRICAL DISTRIBUTORS 1,834.24 CONTINUANT INC 1,237.16 DESERT MOUNTAIN CORPORATION 18,432.60 CECILIA DIAZ 6,460.72 EATON SALES & SERVICE 5,145.00 EMPIRE MACHINERY 1,815.21 FASTSIGNS OF FARMINGTON 1,765.83 FERRELLGAS 1,178.97 FRONTIER 1,886.35 GALLUP INDEPENDENT 1,761.33 GOLIGHTLY TIRE 4,042.71 HIGH COUNTRY PROPANE 2,057.82 HOME DEPOT 1,392.37 HOMEWOOD SUITES BY HILTON PHOENIX AIRPORT SOUTH 2,786.10 HON-DAH RESORT & CASINO 4,849.79 INGRAM LIBRARY SERVICES 1,827.08 INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA 1,200.00 LAWSON PRODUCTS INC 1,528.05 LESUEUR ADVANCE AUTOMOTIVE LLC 1,042.53 MANGUM FAMILY TRUST C/O HOWARD MANGUM 3,782.96 NAVAJO TRIBAL UTILITY AUTHORITY 6,269.96 NAVOPACHE ELECTRIC COOPERATIVE 6,683.72 PERFECT PRINTZ LLC 1,176.29 PINAL COUNTY ARIZONA 11,104.00 PREMIUM PROPANE LLC 3,765.73 PSYCHOLOGICAL AND CONSULTING SERVICES 3,000.00 QUILL CORP 1,566.43 READING TRUCK EQUIPMENT LLC 1,883.30 RHINEHART OIL CO 34,434.45 RUSH TRUCK CENTER 3,631.29 SECURUS TECHNOLOGIES INC 1,666.97 SIERRA PROPANE 1,958.12 SOUTHERN TIRE MART LLC 3,128.97 THOMSON REUTERS WEST 1,852.50 TREAD MASTERS TIRE & LUBE 2,583.78 VALLEY AUTO PARTS 3,539.10 VERIZON WIRELESS 2,044.47 WOODLAND BUILDING CENTER C/O NATIONS BEST 1,468.35 FAYE WURSTNER-REAGAN 1,024.00 YAZZIE'S AUTO PARTS INC 1,688.05 APACHE COUNTY HSA 4,785.01 APACHE COUNTY MEDICAL 176,112.49 APACHE COUNTY TAX WITHHOLDING 187,348.25 ASRS LEGACY EORP 9,813.79 AZ STATE RETIREMENT SYSTEM 135,043.74 COLONIAL LIFE AND ACCIDENT INS 1,220.90 CORRECTIONS OFFICER RET PLAN 11,243.71 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,602.22 EORP LEGACY 1,580.77 NATIONWIDE 2,718.08 NATIONWIDE TRUST FSB 2,489.90 PUBLIC SAFETY PERSONNEL 401 16,351.45 PUBLIC SAFETY SHERIFF RET 9,953.32 SUPPORT PAYMENT CLEARINGHOUSE 1,199.50 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 December 6, 2022. Emergency Management: C. Request approval to accept a grant from Alliance for Green Heat, in the amount of \$15,000 (FAIN Number 22-DG-11132544-049). Human Recourses: D. Request authorization to adjust the salaries of the Justices of the Peace in accordance with A.R.S. §22-125. Engineering Department: E. Request approval to form a Vernon Road Yard and create the following positions: 1-Public Works Foreman; 1-Administrative Assistant II; and 3-Road Maintenance Workers. Superior Court: F. Request approval of the Amendment to the Interagency Agreement between Arizona Department of Child Safety, the Arizona Supreme Court, The Administrative Office of the Courts, and Apache County. This amendment allows Apache County to use Title IV-E funds to cover the associated costs of independent legal representation for a qualified child in foster care. Sheriff's Office: G. Request approval of the renewal of the contract with AXON Enterprises Inc., for the upgrade and use of the Conducted Energy Weapon (taser) utilized by deputies and jail staff at a total cost of \$219,174.62, based over a five (5) year period. This is funded 50% by the Jail District Budget and 50% by the Sheriff's Office Budget. Vote was unanimous of Consent Agenda items, A-G.

Mr. Patterson presented the item for the possible selection of a member of the Board of Supervisors to serve on the Eastern Arizona Counties Organization (ECO) Committee. Mr. Patterson stated Supervisor Davis had indicated to him he would like to continue as the representative for ECO. **Mr. Shirley made the motion to appoint Supervisor Davis to continue as the representative, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, presented the item following a public hearing, discussion, and possible approval to update the Apache County Engineering Policy, Procedures, and Fees for Right-of-Way Encroachment and Utility Use Permit Application, Road/Easement Abandonment, Culvert Installation Policy, and Procedures. Mr. Crosby stated this item was tabled from a previous meeting. **Mr. Davis moved to open the public hearing, seconded by Mr. Shirley.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Davis moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Davis moved to approve the policy, procedures and fees related to the Engineering Department, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, presented the item following a public hearing, discussion, and possible approval of the Engineering Department Fee Schedule. **Mr. Davis moved to open the public hearing, seconded by Mr. Shirley.** Vote was unanimous. There was no one wanting to address the Board during call to the public. **Mr. Davis moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Davis moved to approve the fee schedule for the Engineering Department, seconded by Mr. Shirley.** Vote was unanimous.

Sheriff Joseph Dedman requested approval of accepting a \$1,000,000 grant from the State of Arizona pursuant to A.R.S. §41-1733 School Safety Interoperability Program. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Sheriff Joseph Dedman requested approval to contract with Mutualink, Inc., to install and implement this system into the sheriff's dispatch center and inside designated schools, K-12, in Apache County. Sheriff Dedman stated this system will allow for accelerated response time and gather real-time information on an emergency basis for first responders. **Mr. Shirley moved approval, seconded by Mr. Davis.** Andy Williams, a representative with Mutualink provided a brief overview of the system. Vote was unanimous.

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

- The Eastern Arizona Counties Organization meeting on January 18, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on January 18, 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 January 19, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

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

Approved this 7th day of February, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
January 18, 2023
St. Johns, Arizona

Participating via the telephone were: Chairman Alton Joe Shepherd, Vice Chairman Nelson Davis, Supervisor Joe Shirley, Jr., County Manager/Clerk of the Board Ryan Patterson, and Brian Hounshell, Emergency Management Director,

Chairman Shepherd called to order the Board of Supervisors meeting at 1:30 p.m. in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Patterson presented the item for possible approval to declare that an emergency exists that requires that the Board of Supervisors to meet without the 24-hour notice and directing the Clerk of the Board of Supervisors to provide required notice under the Open Meeting Law. **Mr. Shirley moved to approve, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson presented the item for possible approval of a resolution declaring a State of Emergency regarding the winter snow accumulation and ensuing mud and approval of a resolution that directs the administration to work with other state and federal agencies to assist stranded Apache County citizens due to damaged or impassable roads throughout the entire county and authorizes the Chairman of the Board to issue any proclamations concerning the current winter storm emergency as provided in A.R.S. 26-311. Brian Hounshell, Emergency Management Director, stated the sawmill area has received over two feet of snow and emergency services have been getting medication and needed supplies to citizens in the affected area. Vote was unanimous.

**RESOLUTION 2023 -01
DECLARATION OF A STATE OF EMERGENCY**

WHEREAS, it is the desire and duty of the Apache County Board of Supervisors to protect the health, safety and welfare of the citizens of Apache County;

WHEREAS, with the current and forecasted snow accumulations, many citizens of Apache County are stranded in their homes denying them access to food and medical assistance, endangering their lives and wellbeing, threatening damage their homes and property, and endangering their livestock;

WHEREAS, when current and forecasted snow melts, many of the roadways in Apache County will become impassable due to the mud and water runoff and otherwise damaging the roadways that will strand many citizens of Apache County in their homes denying them access to food and medical assistance, endangering lives and wellbeing;

WHEREAS, Apache County acknowledges and thanks federal, state, BIA and tribal agencies now assisting with the emergency;

WHEREAS, the Apache County Board of Supervisors, pursuant to Arizona Revised Statutes Section 26-301 et seq. declares a State of Emergency to exist on private, state, federal and tribal lands;

BE IT FURTHER RESOLVED, that Apache County will provide mutual aid to the affected areas in Apache County pursuant to its ordinances, emergency plans and intergovernmental agreements which shall include personnel, equipment and other available resources;

BE IT FURTHER RESOLVED, pursuant to Arizona Revised Statutes Section 26-311, the chairman of the Apache County Board of Supervisors is authorized to issue any proclamation necessary and permissible concerning the current snow and mud emergency declared by the resolution.

Approved this 18th day of January 2023.

ATTEST:

/s/ Alton Joe Shepherd
Chairman of the Board

/s/ Ryan N. Patterson
Clerk of the Board

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

Approved this 7th day of February, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(Board Item Review)

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

County Manager

Date/Signature:

1/26/23 

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

Discussion and possible approval for participation in the National Center and Public Lands Counties ~~(See~~
~~Center)~~ and allocating on payment of \$55,380.

BOS Meeting Date Requested 02/07/2023

PRE-AGENDA ITEM REVIEW

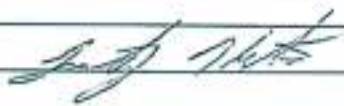
Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

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



County Supervisors Association of Arizona

November 14, 2022

Dear Board Chairs and Supervisors,

The National Association of Counties (NACo) and the Western Interstate Region Board of Directors (WIR) are working to establish a National Center for Public Lands Counties (The Center). The attached letter from NACo outlines the vision and value proposition. It also requests CSA meet with our membership to determine a voluntary pledge amount from Arizona counties.

Capitalizing The Center creates a unique opportunity to empower information and resources in support of public lands counties, and I would be grateful if you would explore the value proposition and consider participating. We hope to identify interested counties by the end of the year, if at all possible.

Background

County governments are a leading voice in the intergovernmental partnership with federal lands management agencies. We work with officials from all levels of government, private stakeholders and other interested parties to reduce fuel loads on federal lands, prudently develop our natural resources to meet the nation's economic needs, improve local economies, enhance recreational access to public lands, and conserve our lands and waters for future generations.

Understanding our unique role, Congress has invested record sums in programs to support public lands counties—including Payments In-Lieu of Taxes (PILT), Secure Rural Schools (SRS), and other revenue sharing programs—in recent years, while also granting new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must share lessons learned to educate government officials and the public about the critical county contribution to sustainable resource management and best practices for developing and enhancing collaborative partnerships. Therefore, the NACo and the WIR Boards of Directors both moved at the 2022 NACo Annual Conference to proceed with developing a National Center for Public Lands Counties.

The Center will be governed by a body consisting of the WIR Executive Committee, the NACo Public Lands Policy Steering Committee Chair and Vice Chairs, the state association executive from the WIR Immediate Past President's home state, and the NACo CEO/Executive Director. The governing body will meet on a regular basis to provide updates to county officials on the Center's progress and discuss the Center's financial health, research priorities and media efforts.

The Center will weave together the narrative around public lands counties and the national interest in our prosperity by showing how public lands are interconnected with the country's needs: for example, a wildfire on federal land near a major water source can jeopardize water quality in our nation's large urban communities. The Center will give public lands counties their best opportunity to share these stories with their peers, the media, think tanks and other key players to demonstrate how prosperous public lands counties create a prosperous America.

The Center will also utilize digital media, such as podcasts and video interviews, and develop written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, improve public access to federal lands, protect watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit their citizens and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as affordable housing for residents and federal employees, ensuring a stable tax base to deliver critical services and managing infrastructure on federal lands

Request for Participation

As a state with substantial federal public lands holdings and a significant stake in improving information and awareness associated with public lands in our communities, Arizona counties have a unique opportunity to invest in and benefit from The Center.

NACo and WIR set a fundraising goal of \$15 million over the next two years to capitalize the project. The activities of The Center will be funded by interest earned on the fund, leveraging a one-time investment to empower the public lands conversation for generations to come.

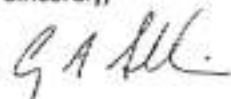
Once capitalized, NACo would be able to hire the necessary talent to conduct important public lands-related research and create associated content. It will also place The Center on a sustainable financial course. Importantly, The Center's resources will not be used for partisan political purposes.

The requested contribution from each public lands county is the general fund equivalent of 1% of each county's allocation from the Local Assistance and Tribal Consistency Fund, payable over the next two years. *Please see attachment for Arizona specific details.* CSA would invoice participating counties and submit the state's contribution to the Center's account within NACo's 501(c) (3) research foundation.

Please note that NACo and WIR are requesting state associations report the state's contribution by January 31, 2023. If there is anything we can do or provide to assist in your county's consideration of this opportunity, please do not hesitate to reach out to me or Arizona's WIR representatives: Supervisors Richard Lunt and Supervisor Patrice Horstman.

Thank you very much for your consideration.

Sincerely,



Craig A. Sullivan
Executive Director

Enclosures



County LATCF Allocations

Counties are requested to pledge a general fund equivalent of 1% of its total LATCF allocation, distributed to the Center in 2 payments.

County	Total LATCF Allocation	Year 1 Contribution	Year 2 Contribution	Total Contribution
Apache County	5,537,990	27,690	27,690	55,380
Cochise County	5,798,697	28,993	28,993	57,987
Coconino County	12,000,000	60,000	60,000	120,000
Gila County	12,000,000	60,000	60,000	120,000
Graham County	7,032,662	35,163	35,163	70,327
Greenlee County	2,896,245	14,481	14,481	28,962
La Paz County	9,844,800	49,224	49,224	98,448
Maricopa County	7,775,912	38,880	38,880	77,759
Mohave County	12,000,000	60,000	60,000	120,000
Navajo County	4,785,316	23,927	23,927	47,853
Pima County	7,924,031	39,620	39,620	79,240
Pinal County	2,933,969	14,670	14,670	29,340
Santa Cruz County	3,460,376	17,302	17,302	34,604
Yavapai County	12,000,000	60,000	60,000	120,000
Yuma County	12,000,000	60,000	60,000	120,000
Arizona Total	117,989,999	589,950	589,950	1,179,900

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: 1/30/2023 _____



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

Discussion and possible approval of a resolution to accept Gila River Indian Community grant funds on behalf of the Alpine Fire District.

BOS Meeting Date Requested 2/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: Email Attached -

Signature _____

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Beth Bond

From: Celeste Robertson <crobertson@apachelaw.net>
Sent: Monday, January 30, 2023 2:42 PM
To: Beth Bond
Cc: Timothy Hinton
Subject: RE: Agenda Item Alpine Fire District

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

I trust this email

Report as malicious

Hi Beth,

This is good to go from a legal perspective. Please use this email as my signature since I'm out of town. Thanks!

Celeste Robertson
Chief Deputy County Attorney
Apache County Attorney's Office
Email: crobertson@apachelaw.net
Phone: (928) 337-7560

From: Beth Bond <bbond@co.apache.az.us>
Sent: Monday, January 30, 2023 11:05 AM
To: Celeste Robertson <crobertson@apachelaw.net>
Cc: Timothy Hinton <thinton@co.apache.az.us>
Subject: Agenda Item Alpine Fire District

Good morning, Please review the attached agenda item. I spoke with Timothy and he agreed to facilitate the pass through for the fire district, if approved. We have done these in the past for the White Mountain Hospital and other fire districts.

Regards,



Beth Bond
Assistant Clerk of the Board
75 W. Cleveland Street
P.O. Box 428, St Johns, AZ 85936
Phone: 928-337-7502
Monday-Thursday 6:30 a.m. -5:30 p.m.



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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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

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

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

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

RESOLUTION NUMBER: 2023-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, ACCEPTING GRANT MONEY FROM GILA RIVER INDIAN
COMMUNITY FOR PURCHASE OF EQUIPMENT.**

WHEREAS, the Alpine Fire District has identified the need to replace a necessary front line emergency vehicle and;

WHEREAS, the Alpine Fire District has applied for a grant to purchase such equipment with the Gila River Indian Community; and

WHEREAS, Gila River Indian Community has made a favorable but partial recommendation to make the grant in the amount of **\$106,500.00** pending resolution of the Apache County Board of Supervisors accepting these monies;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Apache, Arizona as follows:

That the grants funds proposed by the Gila River Indian Community in the amount of \$106,500.00, for the purchase of equipment be acknowledged and accepted.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 7th day of February, 2023.

Alton Joe Shepherd
Chairman of the Board

ATTEST:

Ryan N. Patterson
Clerk of the Board



Alpine Fire District

PO Box 227
Alpine, AZ 85920
Office: 928-339-4814
Fax: 928-339-4290
alpinefire@frontiernet.net

Apache County Board of Supervisors,

Alpine Fire District is in the process of submitting a grant through the Gila River Indian Community. If we are successful with our grant the funds must be distributed through our county as stated in the grant guidelines.

We are applying under this grant for two UTV's that will be outfitted and utilized for Fire & Emergency Medical Services in the Alpine Fire District Area of Response. The total for this grant is \$106,500 and is considered very essential to our current operations.

The Alpine Fire District is requesting that the Apache County Board of Supervisors allow us to apply for the grant and administer the funding should we be successful.

Thank You for your consideration,

Travis Noth
Fire Chief
Alpine Fire District



*Gila River Indian Community Grant Application
Grant Cycle 2023*

Cover Sheet

Click field or use up/down arrow keys to move among fields

Municipality Information	
1. Date of Application: 1/31/2022	
2. Name of City, Town or County: Alpine Fire District. Apache County, Arizona	
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Dr Joe Shirley, Jr.	
4. Mailing Address: PO Box 428	
5. City: St. Johns	State: Arizona Zip Code: 85936
6. Acknowledgement of Submission by Authorized Municipality Representative: Typed Name/Title: Travis Noth, Fire Chief Email Address: alpinefire@frontiernet.net Signature:	
Applicant Information	
7. Department/Organization Name: Alpine Fire District	
8. Select Organization Type: Non-Municipal Public Service Org <input type="checkbox"/> If Non-profit please attach IRS Determination Letter	
9. Application Contact Person: Travis Noth Title: Fire Chief	
10. Phone Number: 928-339-4814	
11. Mailing Address: PO Box 227	
12. City: Alpine	State: Arizona Zip Code: 85920
13. Email Address: alpinefire@frontiernet.net Website Address: alpinefire.net	
Project Information	
14. Project Name: Alpine Fire District Utility Vehicle	
15. Purpose of Grant: Help support and improve the Alpine Fire Districts first response capability.	
16. Priority Funding Area	Public Safety
17. Annual amount requested	\$106,500
18. Number of years that funding is requested	1 year
19. Total amount requested (annual amount x number of years)	\$106,500
20. Has your organization received past funding from GRIC? If yes, list each year and amount	Yes, GRIC Award for 2021 in the amount of \$130,000.
21. Geographic area served	Southern Apache County, Apache-Sitgreaves National Forest.

For Office Use Only:		
Data Entry	Receipt	Evaluation
<input type="checkbox"/> Approval – Amount/Term		<input type="checkbox"/> Denial



Narrative

Please structure your proposal to provide the following information in the order indicated. Provide the narrative in paragraph form in the text field provided. Please be thorough but strive for brevity.

1. Briefly describe your organization's history, mission and goals.

The Alpine Fire District was formed in 1994. It is a combination fire district in the southeast portion of Apache County, Arizona with 6 full time personnel and 16 reserve on-call personnel. Services provided include Fire, Rescue, SAR, HAZMAT First Responders, and ALS/BLS Emergency Medical Services.

Alpine Fire District's first due response area encompasses 40 square miles and includes 2,000 full-time residents and 6,000 part-time residents.

Located just 5 miles from the New Mexico state line at an elevation of 8050 feet, the town is divided by State Highways 180 & 191, and is surrounded by the Apache-Sitgreaves National Forest.

In addition to its first due response area, the Alpine Fire District also responds to calls in the Blue River, Arizona community and other outlying ranches and residential areas, forest roads, and a 50 mile stretch of highway 191 that crosses into Northern Greenlee County, Arizona. This total response area is a staggering 1680 square miles.

The Alpine Fire District has a mission statement of "The Desire to Serve. The Courage to Act. The Ability to Perform." At the Alpine Fire District we strive to provide the best service we can, as safely as we can, and with the best possible outcome.

One of the challenges we face going forward is the increased growth in our area. Both residential and recreational growth has been on the rise and we feel that we can meet that challenge with better equipment, training and personnel.

2. To determine eligibility for this grant, if the applying organization is non-municipal or non-profit, please describe your relationship with the supporting municipality including past and present support (partnerships, collaborations, in-kind contributions, grants, tax-based funding, etc.). Describe the supporting municipality's role in this project. If the applying organization is a municipality or a municipal sub-division please enter the text "Not applicable" and go to item 3.

Currently the only involvement we have with municipalities are Mutual Aid Agreements with the Town of Eagar, Arizona and the Town of Springerville, Arizona.



Gila River Indian Community Grant Application Grant Cycle 2023

3. Describe the proposed project, objectives, and your plan to implement.

Alpine Fire District has put together a project to strengthen our emergency response capability. Our project includes the acquisition of two side-by-side UTV's that could be utilized for emergency response vehicles. These units would be outfitted with skid units that would provide both firefighting capability and rescue. The smaller and quicker units would help us reach areas within our jurisdictional boundaries safer and more prompt. The vast amount of federal lands that we respond to include backcountry trails and hard to access forest roads, this equipment would allow us to access those areas with the right equipment to safely do our job. The requested need for two units would be able to put a vehicle at both of our stations ensuring a quick response no matter where the incident takes place.

4. Describe how the proposed project satisfies one or more of the priority funding areas identified by the Gila River Indian Community.

The Alpine Fire District is applying under Public Safety section. We feel that this project would further strengthen our response capability.

5. Identify the needs/problems to be addressed, target population and number of people to be served by the project.

With our project we will be adding two very necessary pieces of equipment to our fleet. With the continued influx of both residential and recreational people to our area, we are seeing an increasing demand for our services. In the Alpine and Nutrioso, Arizona area, our residential population is retired or elderly and we will see a rise in the requests for our services. Currently, we serve a population of around 2,000 people and that number fluctuates during the summer months. The Apache-Sitgreaves National Forest is among the most beautiful forests that Arizona has to offer, the area sees a tremendous amount of forest visitors every year. A single Fire Prevention Officer for the USFS logged 5713 contacts for 2022. This project will ensure that we will have the ability to meet the demand.



Gila River Indian Community Grant Application Grant Cycle 2023

6. Define the project as a new or continuing program. Has GRIC previously funded this project?

The concept of the project is new to the Alpine Fire District. A lot of things have changed for everyone over the past few years and maybe it was due to the pandemic, however, with the increased residential population and recreational visitors we will see this need for years to come. We have not applied for funding for this project.

7. Provide a brief timeline including start and finish dates. Indicate if the timeline is flexible.

The timeline for this project is flexible. If we are awarded this funding, we will begin the project by September of 2023 and we expect to be completed by March of 2024. Most of the concept and design of our project has been researched at length and we believe with the simplicity of our build, it should be only 6 months.

8. Identify other organizations, partners or funders participating in the project and their roles.

Currently, Alpine Fire District staff are the only people involved with this project. All of the research, pricing, and design have been explored by AFD.

9. Would you be able to implement the proposed plan if your organization received partial funding for this project?

Since this project is not a budgeted or anticipated item, we would not be able to implement it at this time.

10. Describe your plan for project financial sustainability beyond the grant period. If this is a program/project previously funded by the Gila River Indian Community describe efforts made towards the previously described sustainability plan.

Beyond the grant period, Alpine Fire District is capable of maintaining and keeping our equipment in good operating condition. We have established a very aggressive maintenance and inspection schedule on our equipment. This schedule has allowed us to keep our front line equipment in service and in good working order.



*Gila River Indian Community Grant Application
Grant Cycle 2023*

11. Describe your plan to document progress and results.

Alpine Fire District has been awarded grants for various projects and are aware of the documentation that goes into a successful project. This project is being documented from the time of submittal until we have the finished product in service.

12. Indicate any application to and/or awards made by a tribe other than the Gila River Indian Community for state shared revenues for this and any other project for the past five (5) years. If this information is included in a separate attachment, please indicate that here.

We have not applied for or received any tribal revenues.



*Gila River Indian Community Grant Application
Grant Cycle 2023*

Project Budget

Budget Period: [Click here to enter text.](#)

For each budget item listed here please provide a narrative description on the following Project Budget Detail page.

Proposed Budget Expense (list each budget item)	Amount requested from GRIC	Amount requested or secured from other sources	In Kind contributions	Total Budget
1. 2023 Can Am Defender Max	\$70,000	\$0	\$0	\$70,000
2. UTV Firelite Deluxe Skid Unit	\$20,000	\$0	\$0	\$20,000
3. UTV Trailer	\$8,000	\$0	\$0	\$8,000
4. Backcountry Track System	\$6,500	\$0	\$0	\$6,500
5. Snow Plow Attachment	\$2,000	\$0	\$0	\$2,000
6. Click here to enter text.	\$0	\$0	\$0	\$0
7. Click here to enter text.	\$0	\$0	\$0	\$0
8. Click here to enter text.	\$0	\$0	\$0	\$0
9. Click here to enter text.	\$0	\$0	\$0	\$0
10. Click here to enter text.	\$0	\$0	\$0	\$0
11. Click here to enter text.	\$0	\$0	\$0	\$0
12. Click here to enter text.	\$0	\$0	\$0	\$0
13. Click here to enter text.	\$0	\$0	\$0	\$0
14. Click here to enter text.	\$0	\$0	\$0	\$0
15. Click here to enter text.	\$0	\$0	\$0	\$0
Total Budget	\$106,500	\$0	\$0	\$106,500



Project Budget Detail

Please provide a narrative description for each of the project budget items listed on the previous page. Include the dollar figure and how it was derived.

1. Can Am Defender Max. These units would be a crew cab UTV with seating for up to 4 first responders and their gear. All wheel drive and a gasoline engine. After contacting several different dealers, we were advised that the average cost for the package that we felt would be the best fit for our needs would cost \$35,000 each. Total funding we are requesting is \$70,000.
2. Firelite UTV Skid Unit. We researched this particular skid system to fit the UTV size we are requesting. The skid unit has a 55 gallon tank capacity with foam capability. This particular skid unit comes equipped with an area that accomadates a backboard or rescue basket. This unit would serve as a dual purpose attachment to benefit us on both fire and rescue emergencies. These units retail for \$8,000 each and with shipping it would be \$10,000 each. Total funding we are requesting is \$20,000.
3. UTV Trailer. We have included UTV trailers for the purpose of transporting the UTV's in the event that we have an incident further than what we would want to operate them. The trailers retail for \$4,000 each. Total funding we are requesting is \$8,000.
4. Backcountry Track System. As part of our request we have included the track system as an identified need. This system allows the UTV better travel through snow. During the winter months in our area this would help us access areas that we have not been able to reach without having to call in other agencies to assist. The system retails for \$6,000 and with shipping it would be near \$6,500. Total funding we are requesting is \$6,500.
5. Snow Plow Attachment. When the units are at their respective stations, we would be able to utilize them with snow plow attachments that would help keep the area around the fire stations free of snow. This has the advantage of ensuring that we will not have delays because of the snow conditions around the fire stations. The cost of the plow attachments would be \$1,000 each. Total funding requested is \$2,000.
6. [Click here to enter text.](#)
7. [Click here to enter text.](#)
8. [Click here to enter text.](#)
9. [Click here to enter text.](#)



*Gila River Indian Community Grant Application
Grant Cycle 2023*

10. Click here to enter text.

11. Click here to enter text.

12. Click here to enter text.

13. Click here to enter text.

14. Click here to enter text.

15. Click here to enter text.

Other explanation: Click here to enter text.

To ensure a complete application and proper submission please refer to the Grant Application Instructions.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

AGENDA ITEM REVIEW FORM

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

Flora A. Nez, Dist. 2

Date/Signature: 1/30/23 [Signature]

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

USDA Grant; need approval for purchase over \$100K.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Scope of Work for District II radio project update

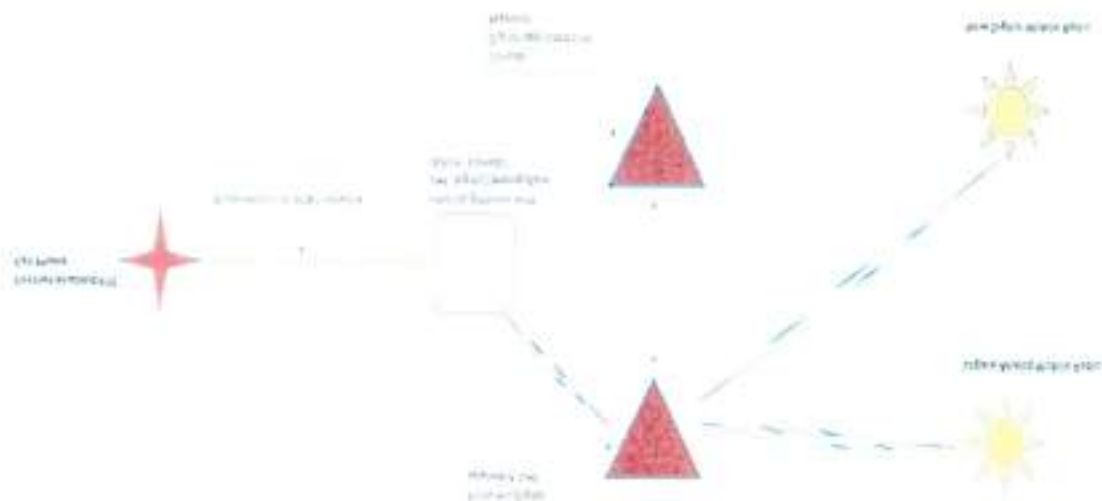
Background: District 2 is a political subdivision of Apache County, Arizona. Its boundaries are primarily within the Navajo Nation. Inside the Nation, its main responsibility is the maintenance and improvement of roads. Consequently, in declared weather emergencies, the County aids residents and other governmental entities such as schools and public safety in their transportation needs if road conditions have been adversely affected. The County operates heavy machinery for these purposes. Given the extremely rural nature of District 2, the County's employees rely heavily on two-way radio equipment in such emergencies as there are considerable gaps in cellular coverage. The existing analog radio system is over 10 years old. Newer digital systems that can integrate with cellular providers would enhance the reliability and coverage of the communications which are crucial to District 2's primary mission.

Project Scope: The project's main purpose is to upgrade emergency communications for Apache County, District 2. This will be achieved by replacing legacy analog radios with new ones that support the Digital Mobile Radio (DMR) protocol. The switch to digital will allow for secure communications between District 2 employees and their supervisors. Other features of the new system are: single-button emergency notification, man-down notification, vehicle geo-location from the radio, as well as improved coverage reliability through the use of simulcasting. Adding a Vocality Radio over IP (RoIP) box to connect the Land Mobile Radio system to the AT&T FirstNet cellular network will provide extended coverage for radio communications by integrating with typical cell phones utilizing a Push To Talk (PTT) feature. Enhanced coverage is predicted by this integration as the FirstNet network currently covers over 70% of Arizona. This upgrade will be augmented by the deployment of a FirstNet Compact Rapid Deployable (CRD) unit. The CRD will provide wireless communications within a 1-mile radius in areas outside of the coverage footprint of the upgraded Land Mobile Radio system and FirstNet network via a satellite connection back to the FirstNet network. This will allow the use of PTT on a cell phone back to the District 2 radio system thereby enabling them to support and communicate with other agencies. By combining the two technologies, Land Mobile Radio and Cell connected PTT, Apache County will gain extended coverage, encrypted

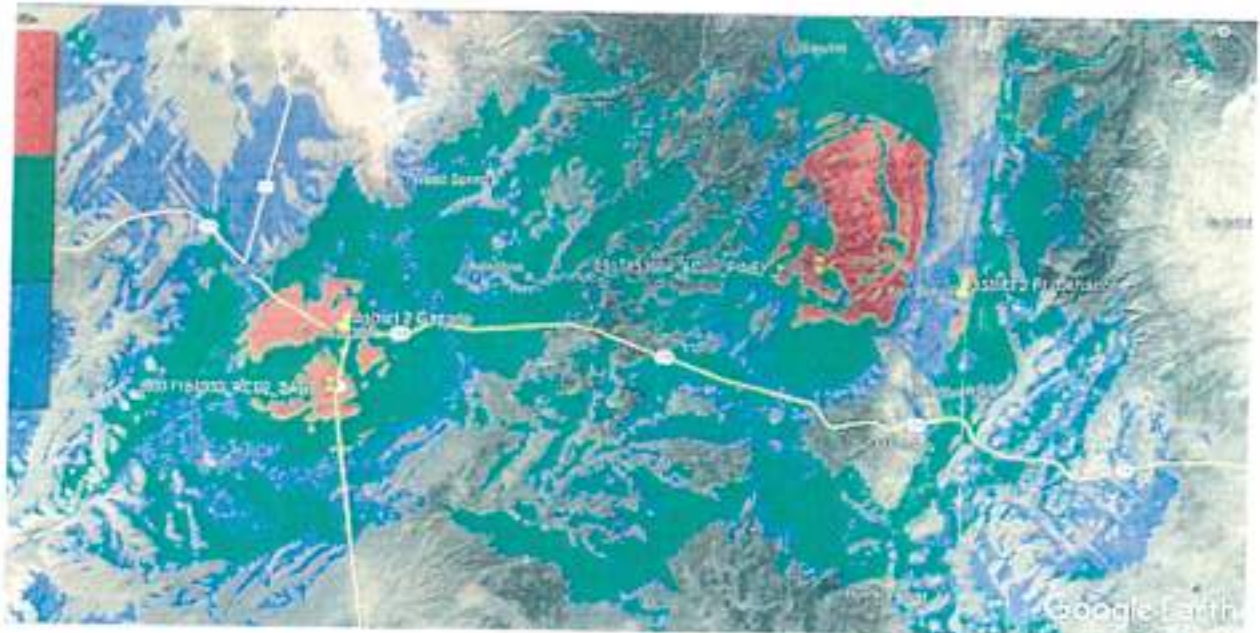
communication, resiliency and a future-proof system that can be extended with new features at a later date.

This project is also intended to preserve and re-use the county's legacy radio equipment where practical by performing a comprehensive audit of existing infrastructure and upgrading their current repeaters to digital.

Proposed Land Mobile Radio Network Changes



District II Radio Sites' Enhanced Coverage Prediction





FirstNet SERVICE PROPOSAL FOR:

Apache County

Prepared by: Bruce Smith
 FirstNet Consultant
 916.291.9331
 Proposal valid until 1/1/2023

FirstNet MONTHLY SERVICE CHARGES			
MOBILITY SERVICES			
QTY	SERVICE	COST	TOTAL
3	FirstNet Mobile Unlimited Data - Unthrottled	\$37.00	\$111.00
TOTAL			\$111.00

FirstNet CHARGES			
ONE-TIME CHARGES			
QTY	DESCRIPTION	COST	TOTAL
2	Cradlepoint E300 LTE Router	\$849.99	\$1,699.98
1	4 - Port ROIP Vocality Kit	\$8,350.00	\$8,350.00
1	License Fee	\$2,500.00	\$2,500.00
1	CRD™ for FirstNet™	\$77,995.00	\$77,995.00
TOTAL			\$90,544.98

BUILT FOR YOU. INSPIRED BY YOU.

This quote is based on NASPO ValuePoint Wireless Contract & State of Arizona WSCA
 Contract #MA149/CTR052804

PRICES DO NOT INCLUDE TAXES, SURCHARGES OR REGULATORY FEES

Credits will appear after 2-3 billing cycles

ATT PROPRIETARY: This estimate is for use by authorized parties only and is not for general distribution

White Mountain Communications
 1474 E. Spruce Lane/P.O. Box 2329
 Pinetop, Arizona 85935
 ph: 928-367-6116
 fx: 928-367-6386

WMC

1017
 WMC
 1017

AZ State Contract # CTR046825

Quote is valid to 3/1/2023

Customer					Date	
Apache County District 2 Attn: Ivan Zhelev					12/7/2022	
Part Number	Description	Quantity	Unit Price Per Unit	AZ State Contract Price per unit	Total (\$L Contract)	Comments
KAB00	AMPLIFIER VHF (136-174 MHz) 10 PLATE, 1 25W	3	\$3,983.00	\$2,983.00	\$1,755.30	Assumes no using power supply power amplifier, duplexer, antenna system at Tully Hill and Supai
KA-REPE-0PM	15" MOUNT PANEL FOR 1 KAB00 REPEATER	3	\$478.00	\$478.00	\$1,434.00	Repeater rack mounting
DB224	Antenna (omni) 150-160 MHz 6 db 4 Bay Dipole Omni Base Station Antenna	1	\$1,000.00	\$850.00	\$850.00	
ESGPA22415	AMP, 136-174 MHz, 2W IN, 100W OUT	1	\$2,983.00	\$1,570.20	\$1,570.20	
ESGD12556	DUPLEXER 6 CAVITY VHF 8PM	1	\$6,763.00	\$4,384.10	\$4,384.10	
ASPA7455	POWER SUPPLY, 15A, 14 VDC, 10" RCK MNTD W SMART CHARGE	1	\$1,400.00	\$1,000.00	\$1,000.00	
KA-SI-T2M	**A-R** SIMULCAST LICENSE	1	\$6,000.00	\$4,000.00	\$4,000.00	s/w license to enable simulcast functionality for use with through Apache County provided IP network.
RWD-205-RSK	RT SYSTEM LICENSE	1	\$2,250.00	\$1,575.00	\$1,575.00	Dispatch console software allowing radio console to be installed on Apache County provided PC.
RWD-20C-VFK	VOICE DISPATCH LICENSE	1	\$467.00	\$466.90	\$466.90	Dispatch console s/w allowing voice dispatching.
RWD-20C-VFK	VOICE PATH LICENSE	1	\$467.00	\$466.90	\$466.90	Dispatch console s/w allowing simultaneous GPS data receipt to console.
RWD-20C-LMR	LOCALITY MONITORING LICENSE	1	\$467.00	\$466.90	\$466.90	s/w to allow geo location.
NK-5200K	VHF (136-174MHz) fixed mount mobile, 50 Watts (ODM Conventional) / PEP-C (Gen 2/Gen 2) Tracking	1	\$1,400.00	\$771.36	\$771.36	Base station for interface to console system. Assumes no using Omnidirectional antenna.
RWD-5300CV	License Key for ODM Gen 2 Conventional	1	\$62.00	\$47.00	\$47.00	s/w license to enable ODM operation of base station.
KRA-40GM	GPS Antenna	1	\$37.00	\$32.90	\$32.90	optional GPS antenna
NK-5200K	VHF (136-174MHz) fixed mount mobile, 50 Watts (ODM Conventional) / PEP-C (Gen 2/Gen 2) Tracking	10	\$1,100.00	\$173.36	\$1,733.60	NK5200 w/out license
RWD-5300CV	License Key for P25 Conventional	10	\$575.00	\$407.50	\$4,075.00	P25 license
RWD-5300CV	License Key for ODM Gen 2 Conventional	10	\$42.00	\$42.00	\$2,100.00	ODM license
KRA-40GM	GPS Antenna	10	\$47.00	\$17.90	\$1,790.00	GPS antenna
KPG-46XM	Full Speed USB Programming Interface Cable	1	\$118.00	\$125.00	\$125.00	interface between PC and NK5200 radio
KPS-15	DC Switching Power Supply (11.7/230 VAC, 2.3A 15W continuous, 75A peak)	1	\$175.00	\$126.64	\$126.64	DC supply for dispatch base station
WMC Install	Pre-wiring and Installation Modules	50	\$45.00	\$45.00	\$1,250.00	Installation system at customer location
WMC Audit	Confirm existing equipment status, installation performance	1	\$600.00	\$600.00	\$600.00	Perform preventive maintenance to confirm existing power amplifier, power supply, duplexer antenna system has no issue
WMC Repeater	Configure/Install 3x100 Repeater	1	\$1,250.00	\$1,250.00	\$1,250.00	pre-wire 3x100 repeaters and interface to customer network
WMC Console	Install RAS20 s/w, configure per customer requirements	1	\$1,250.00	\$1,250.00	\$1,250.00	Pre-wire RAS 20 s/w for dispatch/geo location functions. Interface to NK-5200 base station.
Subtotal					\$86,726.07	
Tax (6.1%)					\$5,311.54	
Freight (estimated)					\$1,250.00	
Total					\$93,287.61	

Optional Items

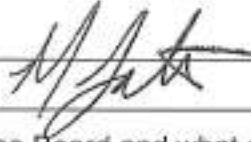
Part Number	Description	Quantity	Unit Price Per Unit	AZ State Contract Price per unit	Total (\$L Contract)	Comments
RWD-5100CV	License Key for P25 Conventional	1	\$575.00	\$407.50	\$407.50	optional P25 license
DB224	Antenna (omni) 150-160 MHz 6 db 4 Bay Dipole Omni Base Station Antenna	1	\$1,000.00	\$850.00	\$850.00	optional replacement repeater antenna
ESGPA22415	AMP, 136-174 MHz, 2W IN, 100W OUT	1	\$2,983.00	\$1,570.20	\$1,570.20	optional replacement 100w amplifier
ESGD12556	DUPLEXER 6 CAVITY VHF 8PM	1	\$6,763.00	\$4,384.10	\$4,384.10	optional replacement duplexer
ASPA7455	3 db VHF mobile antenna w/cable kit & connector	1	\$76.00	\$65.00	\$65.00	
KT 2812-15A	24VDC to 12VDC Switching Power Converter, 15 Amp	1	\$371.00	\$315.00	\$315.00	

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name:

Michael Latham, Presiding Judge



Date/Signature:

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

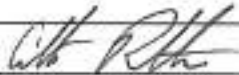
Request discussion and approval of the Memorandum of Understanding between the U. S District Court of Arizona and Apache County – North Star Justice Court (Chinle Courtroom). The agreement is effective January 1, 2023 to December 31, 2023.

BOS Meeting Date Requested February 7, 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

MEMORANDUM OF UNDERSTANDING

USE OF COURTROOM AT APACHE COUNTY JUSTICE COURT – CHINLE

This Memorandum of Understanding (MOU) sets forth an agreement between the U.S. District Court, District of Arizona (USDCAZ) and the Apache County Justice Court (ACJC) for use of the courtroom located at US Highway 191 MP 447 in Chinle, Arizona 86503. Staff and participants will have parking access at the facility during the specified times.

This MOU covers the period from January 1, 2023 to December 31, 2023. Upon mutual agreement of all parties, this MOU may be renewed annually.

The following terms and conditions apply:

1. The ACJC facilities will be available for USDCAZ use one business day (8:00 a.m. to 5:00 p.m.) approximately every six weeks for hearing dates. The court will provide ACJC advance notice of all scheduled dates.
2. The U.S. Marshals Service (USMS) will oversee security for the ACJC facility on the hearing dates. The USDCAZ and the USMS will establish and maintain security protocols to manage the flow of participants, prevent individuals from entering the court with contraband or unauthorized weapons, and provide for the safety of the Court and participants.
3. The USDCAZ will pay \$75 per day to ACJC for the courtroom use. ACJC will submit an invoice for payment to invoice@azd.uscourts.gov or:

US District Court, District of Arizona
Facilities and Budget Division
Sandra Day O'Connor U.S. Courthouse
401 W. Washington, Suite 145, SPC 5
Phoenix, AZ 85003

4. This MOU may be changed, modified, terminated, or extended upon agreement of all parties. Any modification must be in writing and provide 90 days' notice.

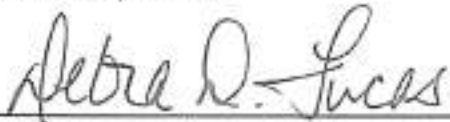
The undersigned agree that this document represents the understanding between them.

Honorable Michael Latham, Presiding Superior
Court Judge of Apache County

Date

Alton Joe Shepherd, Chairman, Apache County
Board of Supervisors

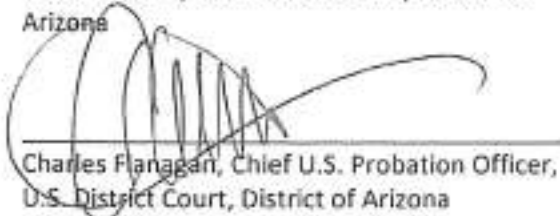
Date



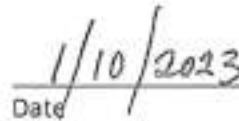
Debra D. Lucas, District Court Executive and
Clerk of Court, U.S. District Court, District of
Arizona



Date



Charles Flanagan, Chief U.S. Probation Officer,
U.S. District Court, District of Arizona



Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Presiding Superior Court Judge, Michael Latham

Date/Signature:

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

Pursuant to A.R.S. §§12-121 & 12-144, the Superior Court requests approval for (1) the re-appointment of Judge Garrett Whiting, as full-time Superior Court Judge Pro Tempore, and (2) Appoint/Re-Appoint the following judges as emergency - as needed - part-time judges: Robert Higgins, Paul Julien and Theron Hall III. The appointments shall begin July 1, 2023 and end June 30, 2024.

BOS Meeting Date Requested 02/07/2023

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: Martin Fink

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

CONSENT AGENDA - Consideration and possible approval of a conditional use permit allowing Commscapes, LLC on behalf of Vertical Bridges and Verizon to construct a Wireless Communication facility and to install a 100' stealth monopine tower within a 35' x 75' enclosed compound. The proposed site will be designed to support additional commercial wireless tenants and public safety entities. Property is located in Alpine, AZ 85920. A.P.N. 101-28-007. The P&Z Commission unanimously recommended approval on January 5, 2023.

BOS Meeting Date Requested: February 7, 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 — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Commscapes for Vertical Bridge/Verizon

Mailing Address 109 East Tuckey Lane
Phoenix, AZ 85012

Contact Person Todd Daoust

Phone (602)549-9054 Fax _____

Email tdaoust@commscapesllc.com

PROPERTY INFORMATION

Assessor's Parcel # 101-28-007

Township _____ Range _____ Section _____

Subdivision Tract B, Luna Lake Village Book 1, Pg 55

Unit # _____ Lot # _____

Address/Location 6 County Road 2092
Alpine, AZ

Existing Zoning Agricultural

Existing Land Use Vacant land

Lot Size 1.3 +/- Acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

Conditional Use Permit request for the installation
of a faux 100' Monopine communications structure in a
35' X 75' compound.

Temporary Use: ___ Yes X No

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner.
- A non-refundable filing fee.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, drainage report and any other required information. Please be precise and detailed.
- Citizen Review Process as listed in ordinance Section 1106. A list of names and addresses of all the property owners within 300 feet of subject property.
- ADOT permit granting ingress / egress assess
- Map to property.
- All required items need to be submitted to Planning & Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

[Signature] Date 11-22-2022

Signature of Property Owner (if not the applicant)

_____ Date _____

OFFICE USE ONLY

Received By [Signature] Date 11/23/22

Receipt # 2793 Fee 500

Permit # 2022-73

Related Cases _____

Appeal Filed By _____ Date _____

Receipt # _____ Fee _____

COMMISSION ACTION

Approved with Conditions Denied

Resolution # _____ Date _____

Chairman [Signature] Date 1/5/2023

BOARD ACTION

Approved with Conditions Denied

Ordinance # _____ Date _____

Supervisor _____ Date _____

December 1, 2021

LUNA LAKE VILLAGE

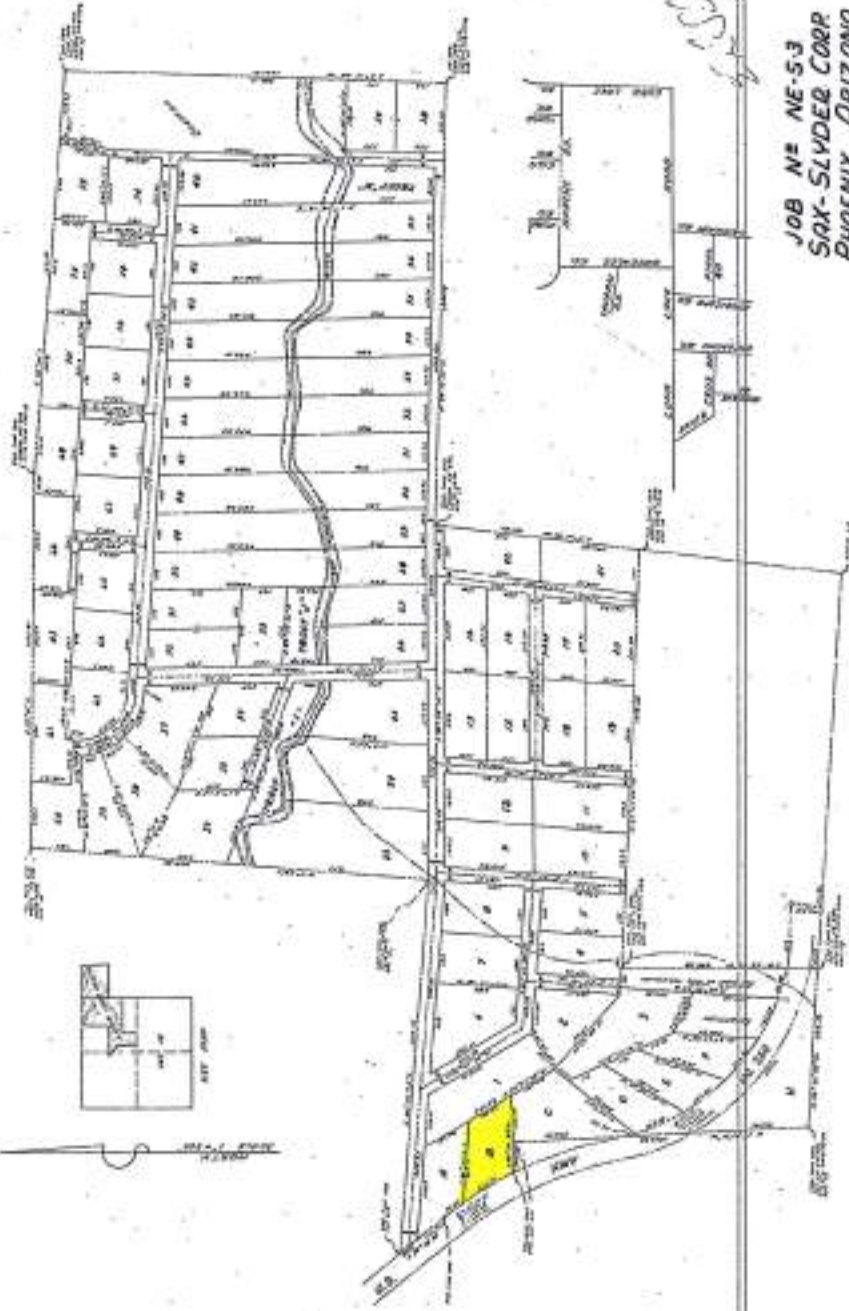
1-55

A SUBDIVISION OF PARTS OF NW 1/4 SEC. 17, AND N 1/4 SEC. 18
T.5N. R.31E., G. & S.R. B. & M., APACHE COUNTY, ARIZONA.

DEDICATION

State of Arizona
County of Apache

Know all men these presents: That the Arizona State Enterprise Development Co., Inc., an Arizona Corporation, as trustee, has subdivided under the name Luna Lake Village, Apache Co., and part of the AGO Block Section 17 and the AGO Block Section 18, Township 5 North, Range 3 East, G. & S.R. B. & M., Apache County, Arizona, as shown and defined on the plat hereto attached, and that the said plat and plat hereon attached is hereby approved by the Board of Supervisors of the County of Apache, Arizona, on this 1st day of September, 1950.



ACKNOWLEDGMENT

State of Arizona
County of Apache
On this 1st day of Sept. 1950, before me, the undersigned officer, personally appeared Richard B. Sax and John H. Slyder, with acknowledged signatures to the Recorder and Secretary of the Arizona State Enterprise Development Co., Inc., and they acknowledged the foregoing instrument to be the act and deed of the corporation, and they acknowledged the same to me as such officer and I have set my hand and official seal.

CERTIFICATION

This is to certify that the survey and subdivision of the above described lands was made under my direction during the month of September, 1950.

JOB N# NE-53
SAX-SLYDER CORR
PHOENIX, ARIZONA

APPROVAL

Approved by the Board of Supervisors, Apache County, Arizona, on this 1st day of September, 1950.

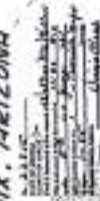


PHOTO SIMULATIONS

US-AZ 5100 LUNA LAKE • 6 County RD. 292, Alpine, Arizona 85920



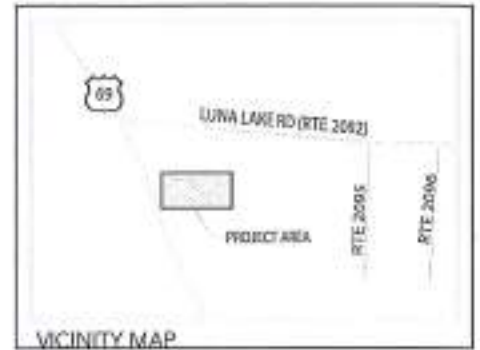
Simulations are an artistic illustration created to represent how the proposed project may look once constructed. Simulations are create to match the current design as accurately as possible, but are not guaranteed to match the final build.

PHOTO SIMULATIONS

US-AZ 5100 LUNA LAKE • 6 County RD. 292, Alpine, Arizona 85920



before



VIEW 1
east



after

verticalbridge

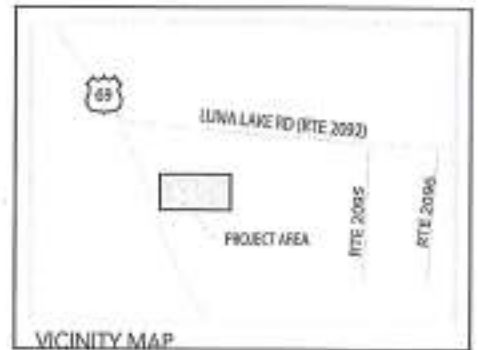
COAL CREEK
CONSULTING



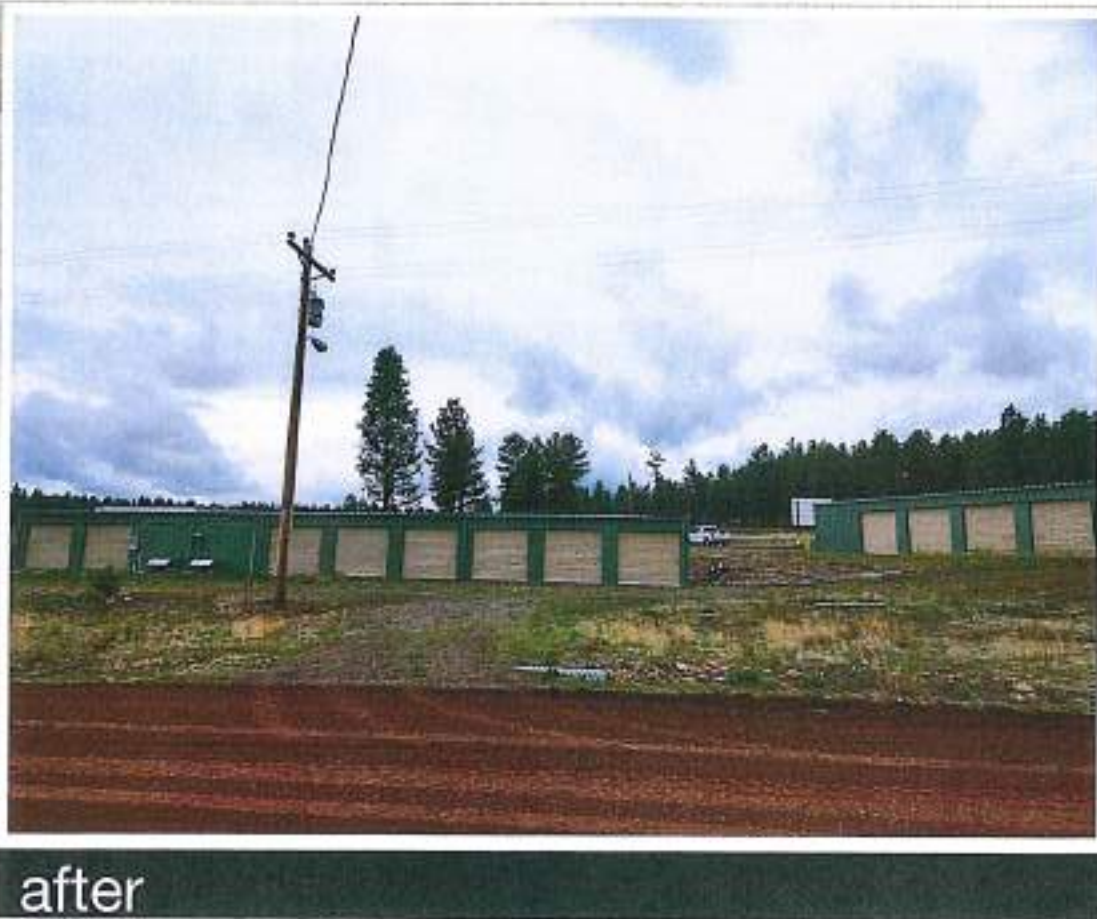
STREAMLINE
CITY

PHOTO SIMULATIONS

US-AZ 5100 LUNA LAKE • 6 County RD. 292, Alpine, Arizona 85920



VIEW 2
south



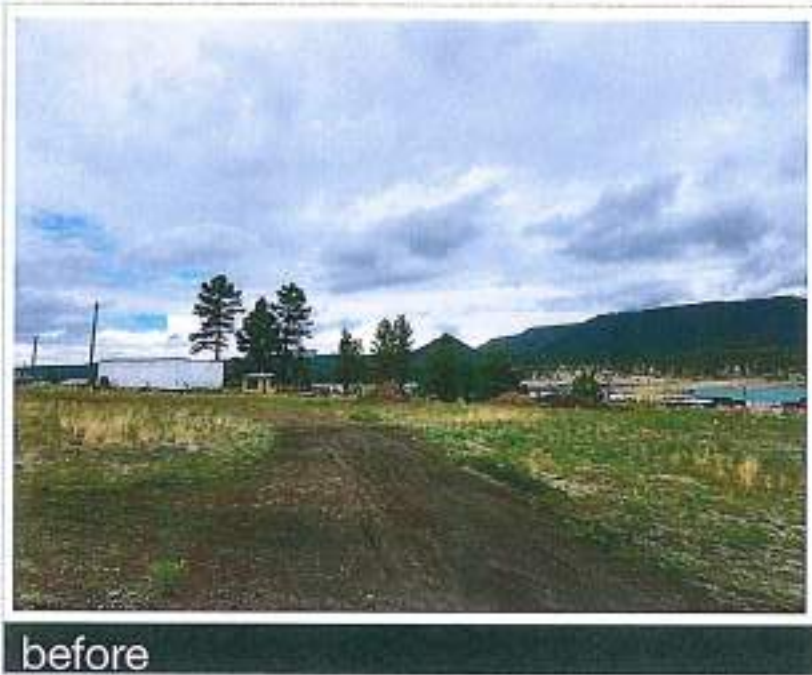
verticalbridge

COAL CREEK
CONSULTING

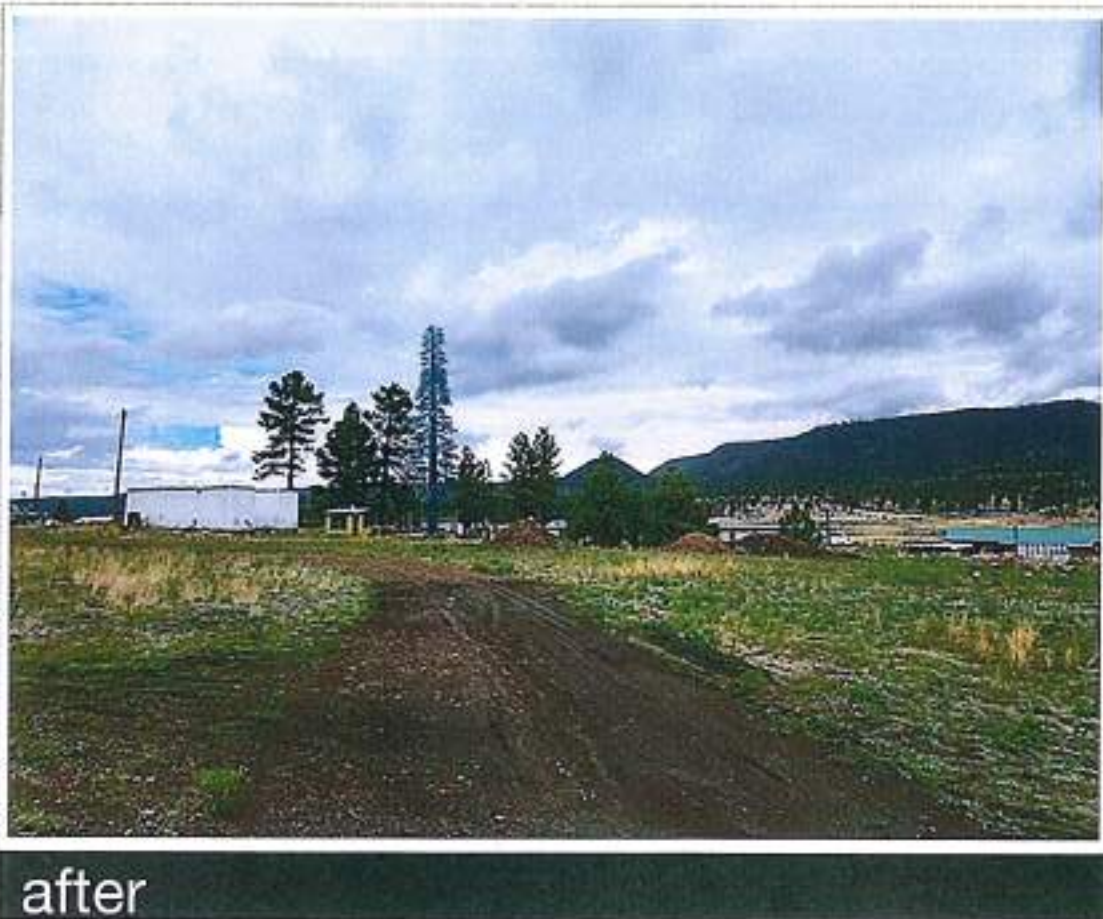
STREPLINE
CITY

PHOTO SIMULATIONS

LUNA LAKE US-AZ 5100 • 6 County RD. 292, Alpine, Arizona 85920

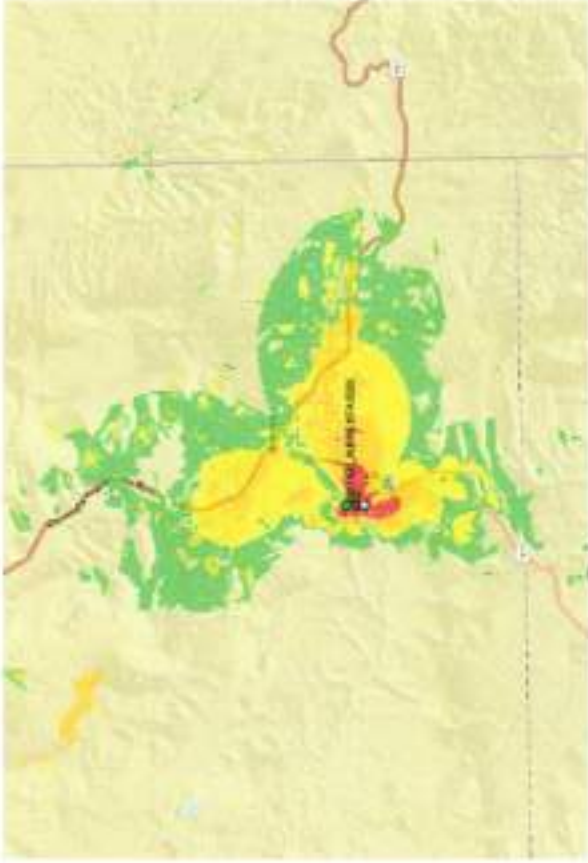


VIEW 3
north west

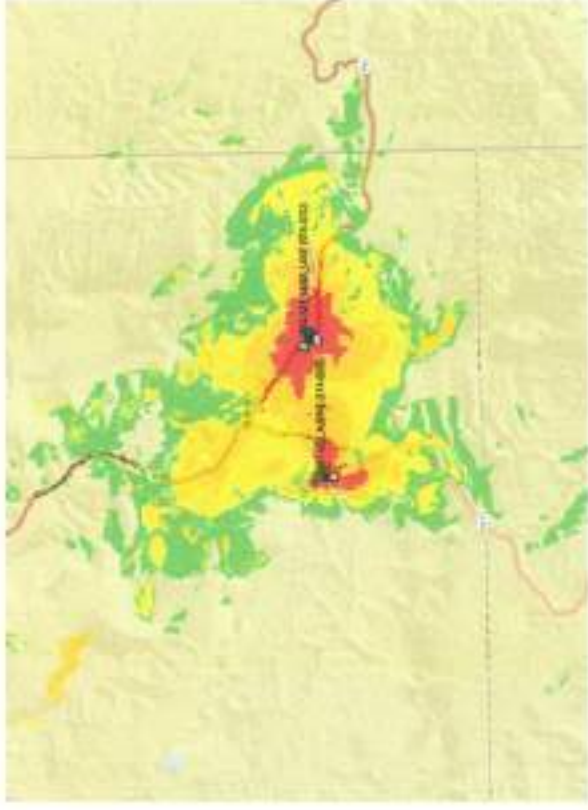


STREPLINE
CONSTRUCTION

Current Coverage



Proposed Coverage



	Min	Max
1	-75	RSRP Level (DL) (dBm) ≥ -75
2	-85	RSRP Level (DL) (dBm) ≥ -85
3	-95	RSRP Level (DL) (dBm) ≥ -95
4	-105	RSRP Level (DL) (dBm) ≥ -105



VB SITE #: US-AZ-5100
SITE NAME: LUNA LAKE
STATE: ARIZONA
COUNTY: APACHE
DESIGN TYPE: N.S.B.



verticalbridge
 CONSULTING
 100 N. WILSON ST., SUITE 100
 TUCSON, ARIZONA 85710
 PHONE: (520) 795-1111 FAX: (520) 795-1112
 WEBSITE: www.verticalbridge.com

CODE COMPLIANCE:
 ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES, UNLESS SPECIFIED OTHERWISE:
 2018 INTERNATIONAL RESIDING CODE
 2018 INTERNATIONAL MECHANICAL CODE
 2017 NATIONAL ELECTRICAL CODE/NEC-17
ACCESSIBILITY REQUIREMENTS:
 THIS PROJECT IS UNCLASSIFIED AND NOT FOR FEDERAL HABITATION. ANTI-DISCRIMINATION ACT REQUIREMENTS ARE NOT APPLICABLE. ACCORDANCE WITH THE CURRENT INTERNATIONAL BUILDING CODE.

PROJECT SUMMARY:
CLIENT: VERTICAL BRIDGE CONSULTING, INC.
PROJECT: US-AZ-5100 LUNA LAKE SITE PLAN
LOCATION: 100 N. WILSON ST., SUITE 100, TUCSON, ARIZONA 85710
CONTACT: JIM ALLAN
PHONE: (520) 795-1111
EMAIL: jim.allan@verticalbridge.com
MARKET: 191-19-000
ZONING CLASSIFICATION: AGRICULTURAL
APPROXIMATE AREA: 33,000 SQ FT
DATE: 08/20/2024
DESIGNER: VERTICAL BRIDGE CONSULTING, INC.
PROJECT NUMBER: US-AZ-5100

PROJECT TEAM:
OWNER: VERTICAL BRIDGE CONSULTING, INC.
CONTACT: JIM ALLAN
PHONE: (520) 795-1111
DESIGNER: VERTICAL BRIDGE CONSULTING, INC.
CONTACT: JIM ALLAN
PHONE: (520) 795-1111
CONTRACTOR: [REDACTED]
PHONE: [REDACTED]

SHEET INDEX:
 TITLE SHEET, VICINITY MAP & GENERAL INFO.
 1-1 TOPOGRAPHIC SURVEY
 1-2 LEGAL DESCRIPTIONS
 1-3
 1-4
 1-5
 1-6
 1-7
 1-8
 1-9
 1-10
 1-11
 1-12
 1-13
 1-14
 1-15
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verticalbridge
 PROVIDER FOR
 VERTICAL BRIDGE DEVELOPMENT, LLC

700 PARK OF COMMERCE DRIVE
 ROCK HAVEN, FL 32687
 TEL: (951) 448-0387

**COAL CREEK
 CONSULTING**

2100 N. UNIVERSITY FL 32710
 PHONE: (407) 484-4999 FAX: (407) 484-4848

FIELD NO.	001
DATE	04/11/11
CREATED BY	RFJ

REVISIONS	
NO.	DATE
1	04/11/11
2	04/11/11
3	04/11/11
4	04/11/11
5	04/11/11

**RLFF
 CONSULTING**

10000 N. UNIVERSITY BLVD., SUITE 100
 ROCK HAVEN, FL 32687



PROJECT NO.
 100000213

SITE NAME
 LEGAL LAND

SITE ADDRESS
 US-99
 ALPINE, AZ 85003

SHEET TITLE
LEGAL DESCRIPTIONS

PROJECT FILE
LS-3

REVISION
1

CLIP TABLE

CLIP	START	END	DESCRIPTION	CLIP NUMBER
01	36.00	114.00	SECTION 1	101
02	114.00	174.00	SECTION 2	102
03	174.00	234.00	SECTION 3	103
04	234.00	294.00	SECTION 4	104
05	294.00	354.00	SECTION 5	105
06	354.00	414.00	SECTION 6	106
07	414.00	474.00	SECTION 7	107
08	474.00	534.00	SECTION 8	108
09	534.00	594.00	SECTION 9	109
10	594.00	654.00	SECTION 10	110
11	654.00	714.00	SECTION 11	111
12	714.00	774.00	SECTION 12	112
13	774.00	834.00	SECTION 13	113
14	834.00	894.00	SECTION 14	114
15	894.00	954.00	SECTION 15	115
16	954.00	1014.00	SECTION 16	116
17	1014.00	1074.00	SECTION 17	117
18	1074.00	1134.00	SECTION 18	118
19	1134.00	1194.00	SECTION 19	119
20	1194.00	1254.00	SECTION 20	120
21	1254.00	1314.00	SECTION 21	121
22	1314.00	1374.00	SECTION 22	122
23	1374.00	1434.00	SECTION 23	123
24	1434.00	1494.00	SECTION 24	124
25	1494.00	1554.00	SECTION 25	125
26	1554.00	1614.00	SECTION 26	126
27	1614.00	1674.00	SECTION 27	127
28	1674.00	1734.00	SECTION 28	128
29	1734.00	1794.00	SECTION 29	129
30	1794.00	1854.00	SECTION 30	130
31	1854.00	1914.00	SECTION 31	131
32	1914.00	1974.00	SECTION 32	132
33	1974.00	2034.00	SECTION 33	133
34	2034.00	2094.00	SECTION 34	134
35	2094.00	2154.00	SECTION 35	135
36	2154.00	2214.00	SECTION 36	136
37	2214.00	2274.00	SECTION 37	137
38	2274.00	2334.00	SECTION 38	138
39	2334.00	2394.00	SECTION 39	139
40	2394.00	2454.00	SECTION 40	140
41	2454.00	2514.00	SECTION 41	141
42	2514.00	2574.00	SECTION 42	142
43	2574.00	2634.00	SECTION 43	143
44	2634.00	2694.00	SECTION 44	144
45	2694.00	2754.00	SECTION 45	145
46	2754.00	2814.00	SECTION 46	146
47	2814.00	2874.00	SECTION 47	147
48	2874.00	2934.00	SECTION 48	148
49	2934.00	2994.00	SECTION 49	149
50	2994.00	3054.00	SECTION 50	150
51	3054.00	3114.00	SECTION 51	151
52	3114.00	3174.00	SECTION 52	152
53	3174.00	3234.00	SECTION 53	153
54	3234.00	3294.00	SECTION 54	154
55	3294.00	3354.00	SECTION 55	155
56	3354.00	3414.00	SECTION 56	156
57	3414.00	3474.00	SECTION 57	157
58	3474.00	3534.00	SECTION 58	158
59	3534.00	3594.00	SECTION 59	159
60	3594.00	3654.00	SECTION 60	160
61	3654.00	3714.00	SECTION 61	161
62	3714.00	3774.00	SECTION 62	162
63	3774.00	3834.00	SECTION 63	163
64	3834.00	3894.00	SECTION 64	164
65	3894.00	3954.00	SECTION 65	165
66	3954.00	4014.00	SECTION 66	166
67	4014.00	4074.00	SECTION 67	167
68	4074.00	4134.00	SECTION 68	168
69	4134.00	4194.00	SECTION 69	169
70	4194.00	4254.00	SECTION 70	170
71	4254.00	4314.00	SECTION 71	171
72	4314.00	4374.00	SECTION 72	172
73	4374.00	4434.00	SECTION 73	173
74	4434.00	4494.00	SECTION 74	174
75	4494.00	4554.00	SECTION 75	175
76	4554.00	4614.00	SECTION 76	176
77	4614.00	4674.00	SECTION 77	177
78	4674.00	4734.00	SECTION 78	178
79	4734.00	4794.00	SECTION 79	179
80	4794.00	4854.00	SECTION 80	180
81	4854.00	4914.00	SECTION 81	181
82	4914.00	4974.00	SECTION 82	182
83	4974.00	5034.00	SECTION 83	183
84	5034.00	5094.00	SECTION 84	184
85	5094.00	5154.00	SECTION 85	185
86	5154.00	5214.00	SECTION 86	186
87	5214.00	5274.00	SECTION 87	187
88	5274.00	5334.00	SECTION 88	188
89	5334.00	5394.00	SECTION 89	189
90	5394.00	5454.00	SECTION 90	190
91	5454.00	5514.00	SECTION 91	191
92	5514.00	5574.00	SECTION 92	192
93	5574.00	5634.00	SECTION 93	193
94	5634.00	5694.00	SECTION 94	194
95	5694.00	5754.00	SECTION 95	195
96	5754.00	5814.00	SECTION 96	196
97	5814.00	5874.00	SECTION 97	197
98	5874.00	5934.00	SECTION 98	198
99	5934.00	5994.00	SECTION 99	199
100	5994.00	6054.00	SECTION 100	200

UNIT TABLE

LINE	CLIP	START	END	DESCRIPTION	UNIT NUMBER
1	01	36.00	114.00	SECTION 1	101
2	02	114.00	174.00	SECTION 2	102
3	03	174.00	234.00	SECTION 3	103
4	04	234.00	294.00	SECTION 4	104
5	05	294.00	354.00	SECTION 5	105
6	06	354.00	414.00	SECTION 6	106
7	07	414.00	474.00	SECTION 7	107
8	08	474.00	534.00	SECTION 8	108
9	09	534.00	594.00	SECTION 9	109
10	10	594.00	654.00	SECTION 10	110
11	11	654.00	714.00	SECTION 11	111
12	12	714.00	774.00	SECTION 12	112
13	13	774.00	834.00	SECTION 13	113
14	14	834.00	894.00	SECTION 14	114
15	15	894.00	954.00	SECTION 15	115
16	16	954.00	1014.00	SECTION 16	116
17	17	1014.00	1074.00	SECTION 17	117
18	18	1074.00	1134.00	SECTION 18	118
19	19	1134.00	1194.00	SECTION 19	119
20	20	1194.00	1254.00	SECTION 20	120
21	21	1254.00	1314.00	SECTION 21	121
22	22	1314.00	1374.00	SECTION 22	122
23	23	1374.00	1434.00	SECTION 23	123
24	24	1434.00	1494.00	SECTION 24	124
25	25	1494.00	1554.00	SECTION 25	125
26	26	1554.00	1614.00	SECTION 26	126
27	27	1614.00	1674.00	SECTION 27	127
28	28	1674.00	1734.00	SECTION 28	128
29	29	1734.00	1794.00	SECTION 29	129
30	30	1794.00	1854.00	SECTION 30	130
31	31	1854.00	1914.00	SECTION 31	131
32	32	1914.00	1974.00	SECTION 32	132
33	33	1974.00	2034.00	SECTION 33	133
34	34	2034.00	2094.00	SECTION 34	134
35	35	2094.00	2154.00	SECTION 35	135
36	36	2154.00	2214.00	SECTION 36	136
37	37	2214.00	2274.00	SECTION 37	137
38	38	2274.00	2334.00	SECTION 38	138
39	39	2334.00	2394.00	SECTION 39	139
40	40	2394.00	2454.00	SECTION 40	140
41	41	2454.00	2514.00	SECTION 41	141
42	42	2514.00	2574.00	SECTION 42	142
43	43	2574.00	2634.00	SECTION 43	143
44	44	2634.00	2694.00	SECTION 44	144
45	45	2694.00	2754.00	SECTION 45	145
46	46	2754.00	2814.00	SECTION 46	146
47	47	2814.00	2874.00	SECTION 47	147
48	48	2874.00	2934.00	SECTION 48	148
49	49	2934.00	2994.00	SECTION 49	149
50	50	2994.00	3054.00	SECTION 50	150
51	51	3054.00	3114.00	SECTION 51	151
52	52	3114.00	3174.00	SECTION 52	152
53	53	3174.00	3234.00	SECTION 53	153
54	54	3234.00	3294.00	SECTION 54	154
55	55	3294.00	3354.00	SECTION 55	155
56	56	3354.00	3414.00	SECTION 56	156
57	57	3414.00	3474.00	SECTION 57	157
58	58	3474.00	3534.00	SECTION 58	158
59	59	3534.00	3594.00	SECTION 59	159
60	60	3594.00	3654.00	SECTION 60	160
61	61	3654.00	3714.00	SECTION 61	161
62	62	3714.00	3774.00	SECTION 62	162
63	63	3774.00	3834.00	SECTION 63	163
64	64	3834.00	3894.00	SECTION 64	164
65	65	3894.00	3954.00	SECTION 65	165
66	66	3954.00	4014.00	SECTION 66	166
67	67	4014.00	4074.00	SECTION 67	167
68	68	4074.00	4134.00	SECTION 68	168
69	69	4134.00	4194.00	SECTION 69	169
70	70	4194.00	4254.00	SECTION 70	170
71	71	4254.00	4314.00	SECTION 71	171
72	72	4314.00	4374.00	SECTION 72	172
73	73	4374.00	4434.00	SECTION 73	173
74	74	4434.00	4494.00	SECTION 74	174
75	75	4494.00	4554.00	SECTION 75	175
76	76	4554.00	4614.00	SECTION 76	176
77	77	4614.00	4674.00	SECTION 77	177
78	78	4674.00	4734.00	SECTION 78	178
79	79	4734.00	4794.00	SECTION 79	179
8					

verticalbridge

200 PARK OF COURTESY BLVD. SUITE #100
DENVER, COLORADO 80202

CONSULTING
COAL CREEK
CONSULTING
10500 W. 10TH AVENUE, SUITE 200
DENVER, CO 80202

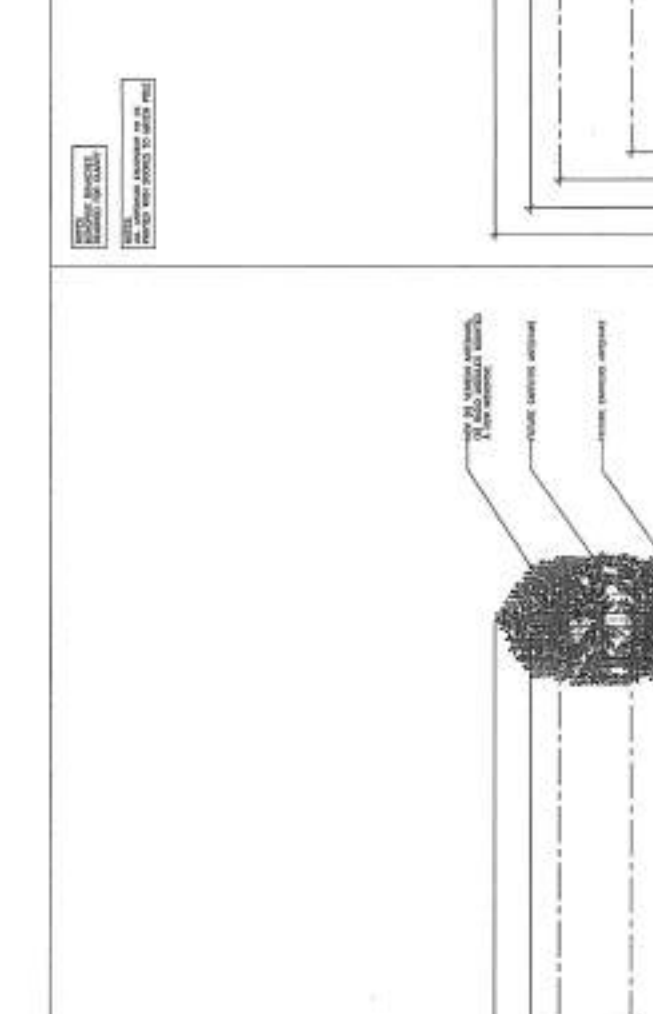
PROPOSED BRIDGE
REAR ELEVATION
AN APPROXIMATE INDICATION OF THE
PLANNED BRIDGE DECK TO MATCH THE

NO.	DATE	DESCRIPTION	BY
1	07/27/21	REVISION 1	SPC
2	08/04/21	REVISION 2	SPC
3	08/23/21	REVISION 3	SPC
4	09/07/21	REVISION 4	SPC
5	09/13/21	REVISION 5	SPC

US-AZ-5100
LUNA LAKE
A DIVISION OF THE
AZ DOT WITHIN THE
STATE TITLE

NEW ELEVATIONS
ARCHITECTURAL APPROVAL

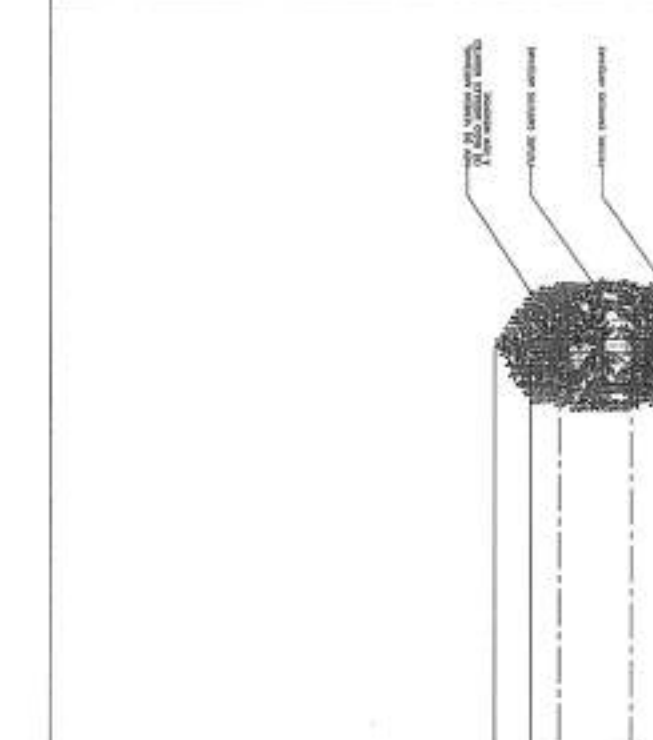
SHEET NUMBER
Z-4



NEW NORTH ELEVATION

SCALE: 1/8" = 1'-0"

2



NEW EAST ELEVATION

SCALE: 1/8" = 1'-0"

1

vertical bridge
THE FIRM OF COAL CREEK CONSULTING ENGINEERS OF RECORD

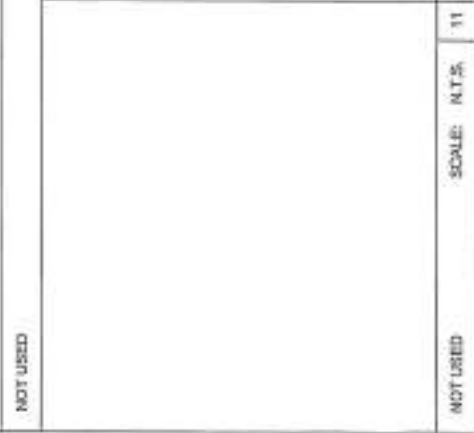
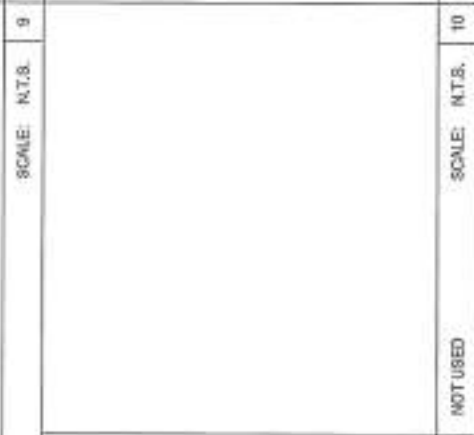
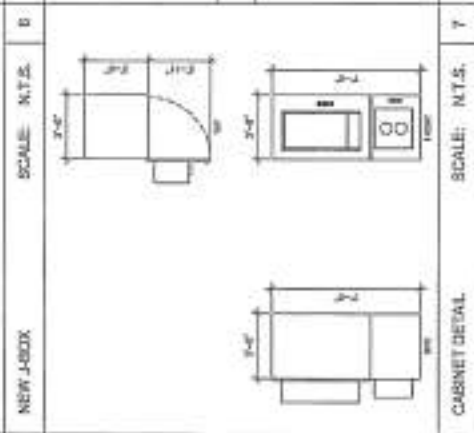
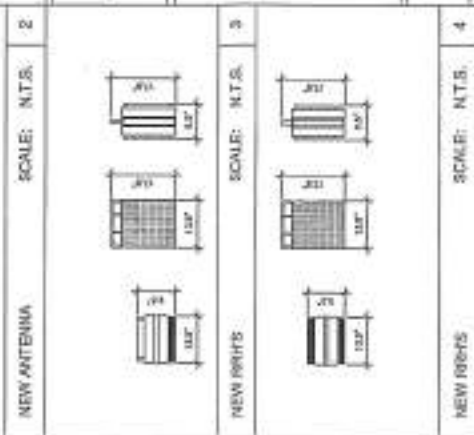
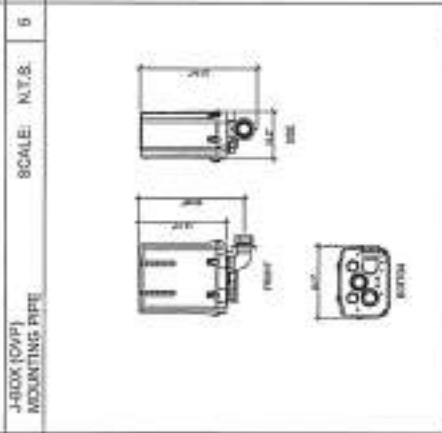
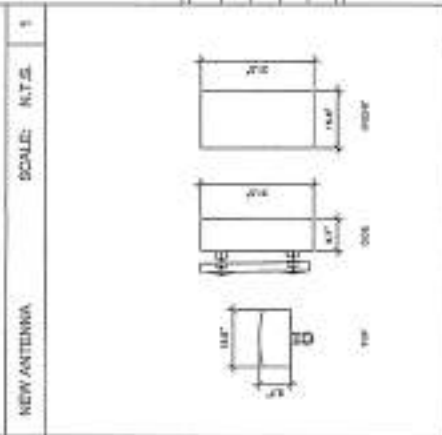
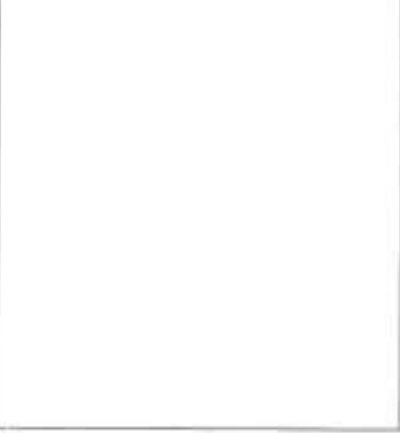
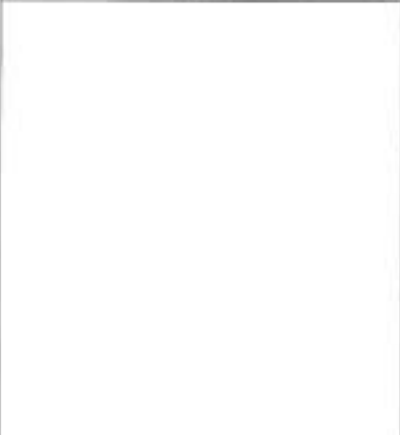
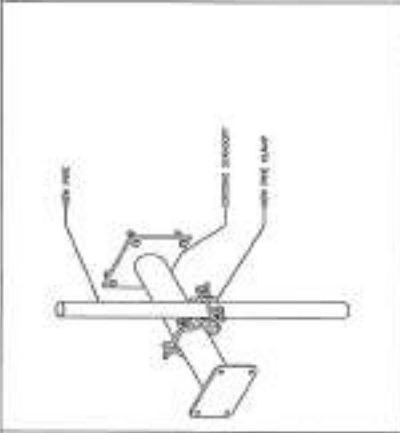
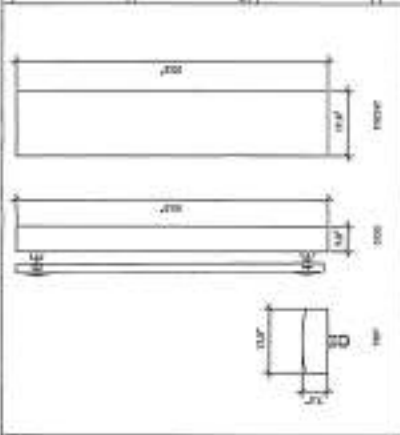
COAL CREEK CONSULTING ENGINEERS OF RECORD

US-AZ-5100
LUNA LAKE

PROJECT INFORMATION
NO. 14-024-03

ENCIPHERS
 1 07/21/22 REVISION 1
 2 08/04/22 REVISION 2
 3 08/22/22 REVISION 3
 4 09/07/22 REVISION 4
 5 09/13/22 REVISION 5

SHELTER FOUNDATION DESIGN AND NOTES



Upon Recording Return to:

(Above 3" Space for Recorder's Use Only)

VB BTS, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg, Esq.

Site Name: Luna Lake
Site Number: US-AZ-5100
Commitment #: VTB-120644-C

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("Memorandum") evidences an Option and Lease Agreement (the "Lease") between AZ Storage Plus, LLC, an Arizona limited liability company ("Landlord"), whose address is 6 County Road ~~292~~ ²⁸⁹⁷, Alpine, Arizona 85920, and VB BTS, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("Tenant"), dated June 24th, 2022 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "Option"). The Option commenced as of the Effective Date and shall continue in effect for a period of twelve (12) months from the Effective Date and may be renewed by Tenant for an additional twelve (12) month period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;

1.14.2021

VB Site ID: US-AZ-5100
VB Site Name: Luna Lake

3. Landlord may not subdivide the Property without Tenant's prior written consent; and
4. The Lease restricts Landlord's ability to utilize or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities.

This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:

Michael Sprie
Name: Michael Sprie

Name: _____

LANDLORD:

AZ Storage Plus LLC
an Arizona limited liability company

Alatasha Wynn
By: Alatasha Wynn
Name: ALATASHA WYNN
Title: MEMBER / PRINCIPAL
Date: 6/2/22

STATE OF Arizona
COUNTY OF Pima

The foregoing instrument was acknowledged before me this 2nd day of June, 2022 by Alatasha Wynn (name of signatory), Member / Principal (title of signatory) of AZ Storage Plus LLC, an Arizona limited liability company, on behalf of the company.

Kasey Duncan
Notary Public

Print Name: Kasey Duncan

My Commission Expires: 30 June 2025



(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:

Eva Combs
Name: Eva Combs
Gaitree Kempadoo
Name: Gaitree Kempadoo

TENANT:

VB BTS, LLC
a Delaware limited liability company

By: [Signature]
Name: Ariel Rubin
Title: Vice President of Tower Development
Date: 6-24-2022

LEGAL DS
Te

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of June, 2022
by Ariel Rubin (name of signatory), VPTD
(title of signatory) of VB BTS, LLC, a Delaware limited liability company, on behalf of the company.

Rachel Williamson
Notary Public

Print Name: Rachel Williamson

My Commission Expires: Oct. 17, 2022

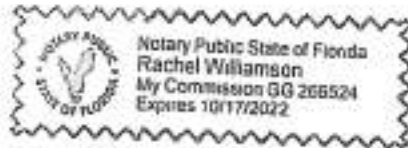


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

Tracts B, Luna Lake Village , according to Book 1 of Townsite maps, Page 55, records of Apache County, Arizona.

Parcel ID #101-28-007

Parcel 2 being the same property conveyed to AZ Storage Plus LLC, an Arizona limited liability company, from Reitzoo LLC, an Arizona limited liability company, in a Warranty Deed dated December 29, 2021 and recorded January 31, 2022 as Instrument No. 2022-000758.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 1

Legal Description of the Property (Parent Parcel)
(may be updated by Tenant upon receipt of final legal description from title)

Tracts B, Luna Lake Village , according to Book 1 of Townsite maps, Page 55, records of Apache County, Arizona.

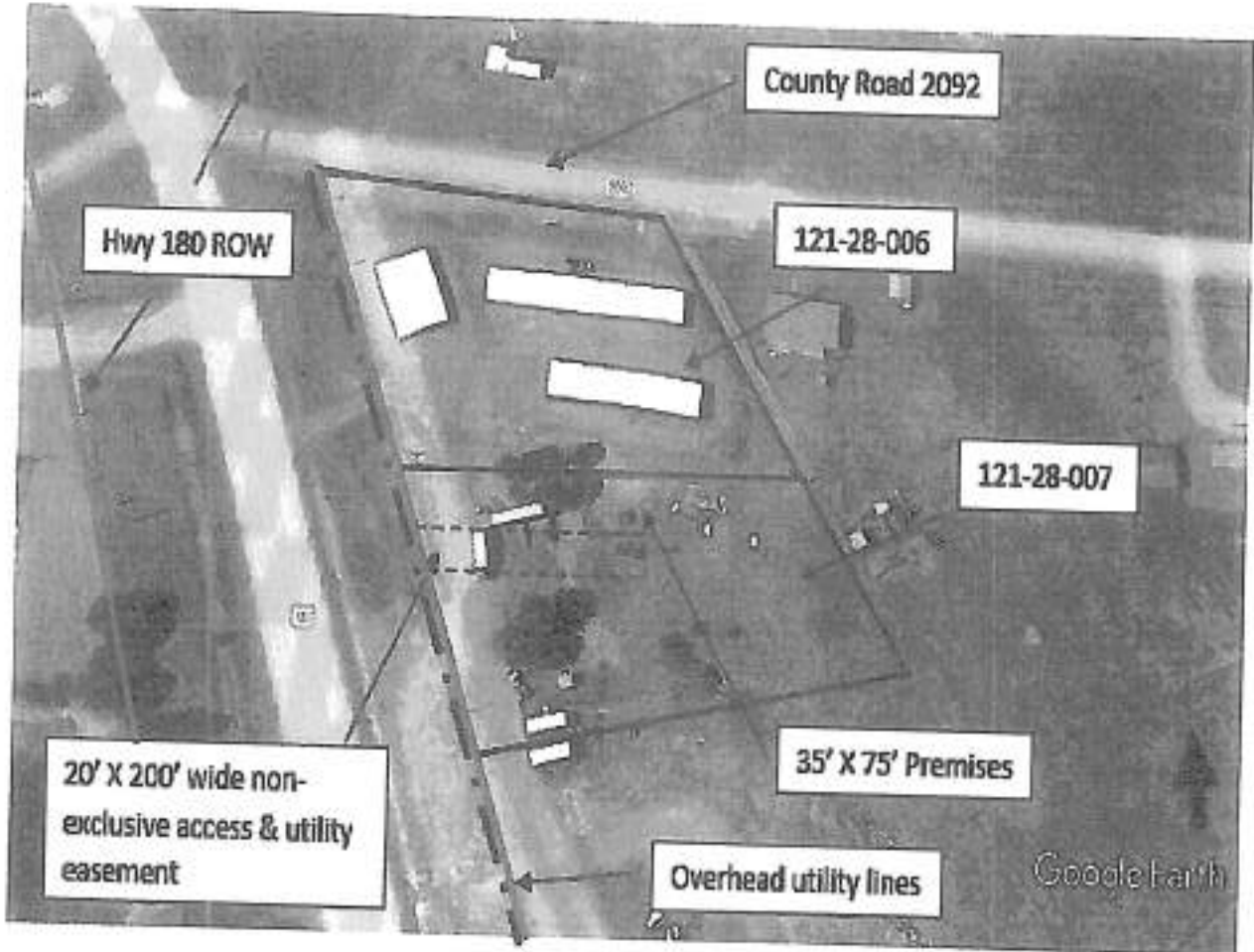
Parcel ID #101-28-007

Parcel 2 being the same property conveyed to AZ Storage Plus LLC, an Arizona limited liability company, from Reitzco LLC, an Arizona limited liability company, in a Warranty Deed dated December 29, 2021 and recorded January 31, 2022 as Instrument No. 2022-000758.

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)



Upon Recording Return to:

(Above 3" Space for Recorder's Use Only)

VB BTS, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg, Esq.

Site Name: Luna Lake
Site Number: US-AZ-5100
Commitment #: VTB-120644-C

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") evidences a Lease Agreement (the "Lease") between **AZ Storage Plus LLC**, an Arizona limited liability company ("Landlord"), whose address is 6 County Road ~~202~~ ²⁰²², Alpine, Arizona 85920, and **VB BTS, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("Tenant"), dated the 24th day of June, 2022 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or license the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Landlord may not subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

Name: Michael Fine
Name: _____

LANDLORD:

AZ Storage Plus LLC
an Arizona limited liability company

By: [Signature]
Name: NATASHA WRAE
Title: MEMBER / PRINCIPAL
Date: 6/2/22

STATE OF Arizona
COUNTY OF Pima

The foregoing instrument was acknowledged before me this 2nd day of June, 2022, by Natasha Wrae (name of signatory), Member / Principal (title of signatory) of AZ Storage Plus LLC, an Arizona limited liability company, on behalf of the company.

[Signature]
Notary Public

Print Name: Kasey Duncan

My Commission Expires: 30 June 2025



(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:

Name: Eva Coumbos
EVA COUMBOS
Name: Gaitree Kempadoo
Gaitree Kempadoo

TENANT:

VB BTS, LLC
a Delaware limited liability company

By: [Signature]
Name: Ariel Rubin
Title: Vice President of Tower Development
Date: 6-24-2022

LEGAL 7c

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of June, 2022
by Ariel Rubin (name of signatory), VPTD
(title of signatory) of VB BTS, LLC, a Delaware limited liability company, on behalf of the company.

Rachel Williamson
Notary Public

Print Name: Rachel Williamson

My Commission Expires: Oct. 17, 2022



EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

Tracts B, Luna Lake Village , according to Book 1 of Townsite maps, Page 55, records of Apache County, Arizona.

Parcel ID #101-28-007

Parcel 2 being the same property conveyed to AZ Storage Plus LLC, an Arizona limited liability company, from Reitzco LLC, an Arizona limited liability company, in a Warranty Deed dated December 29, 2021 and recorded January 31, 2022 as Instrument No. 2022-000758.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

Matthew Fish

From: Todd Daoust
Sent: Monday, December 19, 2022 3:09 PM
To: Matthew Fish
Subject: FW: AZ3 Luna Lake Neighborhood meeting summary
Attachments: AZ3_Luna_Lake_Neighborhood_Meeting_Sign-in.xlsx

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

[I trust this email](#)

[Report as malicious](#)

Hi Matt-

Please see the below meeting summary from Steve Ciolek, a colleague of mine who lives in Show Low and conducted the Luna Lake neighborhood meeting on my behalf.

Please let me know if you have any additional questions or need more information.

Respectfully,

Todd E Daoust
Commescapes, LLC

Phoenix, AZ 85012

Connecting Communities

From: Steve Ciolek
Sent: Monday, December 19, 2022 2:51 PM
To: Todd Daoust
Subject: FW: AZ3 Luna Lake Neighborhood meeting summary

Hi Todd,

The neighbors (Zakariasens) were concerned about general health effects with living so close to a tower. I explained that the Verizon is licensed by the FCC to operate in their assigned spectrum and power levels/emissions lie within the federal guidelines. I explained I was not an expert on RF emissions and trusted parties like World Health Organization, FDA, American Cancer Society, and the FCC have on going tests for health issues and they have found no adverse side affects from nearby towers. I also explained that the source of emissions were from the antennas that are located 60'-80' in the air and had a low power rating.

I showed them the stealth design of the facility including the location next to the existing Pine Trees. We also went over the Photo Simulations that were sent out with the neighborhood notification. They explained that the simulation (design and location) made it less suspicious, since the only towers within the area were self-support towers upon Mountain Tops. I showed examples of an existing Monopine that I live near and explained that it will help existing Verizon with poor service and that the design will allow other carriers to add their antennas in the future. After the Zakariasen's questions have been addressed we spoke about the help they provided watching over the storage units along with small talk about the weather and Elk standing in the middle of the Highway.

Hope this helps
Thanks

Steve Ciolek
Project Manager
Coal Creek Consulting, LLC

Scottsdale, AZ 85258

From: Steve Ciolek
Sent: Wednesday, November 9, 2022 8:46 AM
To: Todd Daoust
Subject: AZ3 Luna Lake Neighborhood meeting summary

Hi Todd,
Attached is the sign in sheet for last night's neighborhood meeting. Nothing out of the ordinary, just basic questions regarding the location, design and if there were health effects they should be concerned about. After I answered their questions, the meeting turned to small town conversations/ off topic small talk.

Daelyn had asked me if you had an ETA on when you will return the laptop. I think she is preparing for the end of year inventory.

Thanks

Steve Ciolek
Project Manager
Coal Creek Consulting, LLC

Scottsdale, AZ 85258

This email has been scanned by Inbound Shield™.

Vertical Bridge/Verizon Wireless "AZ3 Luna Lake"
Proposed 100' Monopole at 6 County Road 2092, Alpine, AZ
Section 1106 Citizen Review Process Participation Report

1106.C.1.a: The Neighborhood Meeting was held on-site on Tuesday November 8 at 5 PM.

1106.C.1.b: 14 property owners were notified of the pending application for a Conditional Use Permit by US mail on October 21, 2022. The notification included the letter attached as Exhibit A and a copy of photo simulations of the site included with this Conditional Use Permit submittal.

1106.C.1.c: A total of 14 property owners were notified of the pending application for a Conditional Use Permit. Please see the Notification Map and Mailing list included as Exhibit B.

1106.C.1.d: Two (2) owners of adjacent parcel 101-28-012, Andrew J and Leann T Zakaraisen attended the meeting.

1106.C.1.e: the aforementioned attendance represents 7% of the parties notified attended the Community Meeting.

1106.C.2.a: The attendees asked basic questions regarding the location and design of the facility and if there were health effects they should be concerned about.

1106.C.2.b: The applicant was able to demonstrate to the attendees how the location and design of the proposed facility on the property represented the best means of addressing coverage issues in the community in the least intrusive manner. In addition, the applicant explained the facility will be regulated by the FCC regarding exposure and health effects and was directed to the FCC web page for more information.



October 21, 2022

RE: Commscapes LLC Conditional Use Permit Request for Wireless Communications facility at 6 County Road 292 (APN: 101-28-007)

Dear Neighbor:

This letter is written to inform you of a pending Conditional Use Permit application with Apache County for a Wireless Communication Facility ("WCF").

Commscapes LLC, on behalf of Vertical Bridge and Verizon Wireless, will be making an application for a Conditional Use Permit for a 100' stealth "monopine" tower structure located in the Agricultural zoning district at 6 County Road 292 (APN: 101-28-007). The stealth monopine will support panel antennas screened by artificial pine branches and needles.

You are cordially invited to attend a Neighborhood Meeting scheduled for November 8 at 5 P.M. on the property to discuss this proposal in accordance with the Apache County Citizen Review Process (Ordinance Section 1106).

SUBJECT PARCEL

Parcel 101-28-007, located adjacently south of the self-storage facility, consists 1.03 vacant Acres zoned for Agricultural use. The current land use of the parcel is vacant. Access to the proposed site will be from the existing Highway 180 access into the self-storage facility, located adjacent to the proposed site.

SITE DETAILS-CONDITIONAL USE PERMIT REQUIREMENT

Vertical Bridge is proposing to develop and maintain the proposed facility with Verizon Wireless as the anchor tenant. The proposed site consists of a 75' X 35' fenced compound to enclose the 100' monopine structure, associated equipment cabinets, and emergency back-up generator. The proposed site capitalizes on the common ownership with the storage facility property to the north (APN 101-28-006) create ample setback from adjacent parcels (N: 194'; S: 155; E: 166'; W: 162'). The proposed site will be spatially and structurally designed to support the installation of additional commercial wireless tenants, public safety entities, and other wireless users. This design of this site intends to blend with the other nearby natural vegetation and intends to be visually unobtrusive to the surrounding area.

SUMMARY

The need for wireless service is determined by market demand, coverage requirements for a specific geographic area, and the obligation to provide continuous coverage from one site to another in a particular geographic region to avoid call failures, dropped calls and slow data speeds. Approval of this application will allow Verizon Wireless and potentially other wireless carriers to meet the service demands of this area from this particular location.

The proposed site's location and placement within the property, together with the property's zoning and surrounding land use make this location superior to other locations in the area. The development of this site with ample setback

capitalizes on the site's superior location and land use attributes. In addition, the design will accommodate additional wireless carriers, eliminating the need for additional sites in the immediate area.

Wireless coverage provided by communication sites, such as the one at this location, will function as an important link to complete and fortify the overall communications network locally and nationally. The Project will be an essential part of the carrier's regional wireless networks. This site will fill a significant gap in coverage and expand coverage in the area.

This site will not increase traffic, generate excessive noise, dust or light or have any other significant impact on surrounding property owners. In addition, there is no hardship created on the infrastructure in place, nor will there be a need to increase capacity of any public service.

The site will be posted in the near future with upcoming hearing information (Planning Commission and Board of Supervisor hearings).

Commscapes Telecommunication Services and Vertical Bridge appreciate your consideration of this request. Should you have any questions or require additional information, please contact me at (602) 549-9054 or tdaoust@commscapesllc.com.

Respectfully,

Todd E Daoust
Commscapes, LLC

Shanna Pearce

From: Eelah Ahart
Sent: Friday, December 9, 2022 7:52 AM
To: Shanna Pearce

Hi Shanna, I mailed you a letter, however I said I was living next to a fire department, when in fact it was the police department, the fire department was behind them. The tower was behind the police station, had those dishes on it also. This was in west Sedona AZ. There was one business between that and my upstairs apartment. When we discovered the cause of my illnesses, we moved to an RV park in old town Cottonwood for a short time and then here, Alpine AZ

Shanna Pearce

From: Eelah Ahart
Sent: Friday, December 9, 2022 8:32 AM
To: Shanna Pearce

Also Shanna, I can get near them, but I can't be near them for a lengthy amount of time, and I was told I should stay at least 2mi away from just a regular 4G tower like cellular's, so what will 5G do to me? I prefer 3 mi. away, but to be honest, I was told at least 2. I'm so scared I will have to sell my home and leave. Where do I go next?

Shanna Pearce

From: Eelah Ahart
Sent: Friday, December 9, 2022 8:34 AM
To: Shanna Pearce

There's a cell tower in Alpine up on the hill, it's never affected me, and it's 3 miles from my home.

Dec. 8, 2022



Dearest Shanna,
I've been told a cell Tower is going up
about a block & 1/2 from my home.
I live on CR 2076 #2. If it goes in, I
will be forced to sell my home & leave.
I came to Alpine thinking I would be safe
here. Let me tell you my story.

About 13 years ago I was living in an
apartment next to a fire dept. Upon
moving there I became very ill (headaches,
nose bleeds, nausea, blurred vision,
insomnia, itchy skin) Doctors could not
find the reason for my illnesses. I
caught everything going around, my immune
system was shot. Finally almost a year
later, I was diagnosed with EMS (electro
magnetic hyper sensitivity) I moved,
got rid of Wi Fi or anything wireless,
and used a cell phone minimally & only
outside, most of the time its on
airplane mode. I moved to Alpine because
I thought I would be safe here, I've
been here 12 years, well & happy! I'm
now 76 years old, and not on ANY
prescriptions. If that cell tower goes in,
I will have to sell my home & leave. The
very closest I can be to a cell tower is 3 miles,
please don't let them put it there!

Simone L. 5" slab. About 5

Shanna Pearce

From: Eelah Ahart
Sent: Friday, December 23, 2022 1:32 PM
To: Shanna Pearce

Hi, this is E'elah Ahart in Alpine. Im hoping they will move the 5G tower some where else in town at least 2 miles from me. I was told the person getting big bucks for it being put there (she owns the property) doesn't even live here, she lives in Tuscon! No wonder she's selling us out!! If it has to go up, at least keep the money here! There's lots of better places in the trees between where I live and town or by Luna lake! No one I have talked to tho, is happy about it. Over half the town is gone through the winter, don't you think it's fair to wait till everyone is back in the spring to hold a meeting? Sure hope I'm not forced to leave my home at the age of 76 😞

This email has been scanned by Inbound Shield™ and released by a reviewer.

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

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 12/09/22 11:54 by ttrou

Acct #: 8831

Ad #: 158459

Status: New WHOLD WH

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, January 5, 2023, at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration, and possible recommendation for approval of a Subdivision Major Plat Amendment application to allow John Georgiu to split his five (5)-acre lot creating four (4) new one (1)-acre lots. Property is located in the Hidden Paradise Subdivision in Vemon, AZ. A.P.N. 100-28-004A.

PUBLIC HEARING, consideration, and possible recommendation for approval of a conditional use permit allowing Comscapee, LLC on behalf of Vertical Bridges and Verizon to construct a Wireless Communication facility and to install a 107' steel monopole tower within a 35' x 75' enclosed compound. The proposed site will be designed to support additional commercial wireless tenants and public safety entities. Property is located in Alpha, AZ 89200, A.P.N. 101-28-007.

*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7326, TDD (928) 337-6402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.

*These items are available on the county Web site at www.co.apache.ar.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 250, St. Johns, AZ 85936, or e-mail planning@co.apache.ar.us.

***If you plan to attend the public meeting, please call (928) 337-7326 the day of the meeting to ensure that the meeting has not been canceled or postponed.

Published in the White Mountain Independent: #158459, P. December 10, 2022

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

IT Department _____

Date/Signature: _____

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

Discussion/Approval of the County's Enterprise Agreement with Microsoft. The agreement is for the licensing of Microsoft software products used throughout the County. The amount is not to exceed \$130,000 annually for a period of 3 years.

BOS Meeting Date Requested: 02/07/2023

Legal Review: OK per Celeste PRE-AGENDA ITEM REVIEW

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Apache County Information Technology Dept

Unless otherwise noted, all quotes expire upon current month's end

Annual Payment

Customer to make three annual payments to CDW.G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAA-12415	CCAL Bridge Q385 Sub Platforms Per User	D	240	\$ 18.91	\$ 4,538.40	\$ 18.91	\$ 4,538.40	\$ 18.91	\$ 4,538.40
BGB-00135	CIS Suite Datacenter Core ALng SA 2L	D	52	\$ 163.71	\$ 8,512.92	\$ 163.71	\$ 8,512.92	\$ 163.71	\$ 8,512.92
BGB-00313	CIS Suite Standard Core ALng SA 2L	D	40	\$ 35.06	\$ 1,402.40	\$ 35.06	\$ 1,402.40	\$ 35.06	\$ 1,402.40
W06-00022	Core CAL ALng LSA DCAL	D	20	\$ 75.89	\$ 1,519.80	\$ 75.89	\$ 1,519.80	\$ 75.89	\$ 1,519.80
7NQ-00062	SQL Server Standard Core ALng LSA 2L	D	4	\$ 1,482.11	\$ 5,928.44	\$ 1,482.11	\$ 5,928.44	\$ 1,482.11	\$ 5,928.44
AAA-11894	Q385 G3 GCC Sub Per User	D	240	\$ 231.69	\$ 55,605.60	\$ 231.69	\$ 55,605.60	\$ 231.69	\$ 55,605.60
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	8	\$ 635.22	\$ 5,081.76	\$ 635.22	\$ 5,081.76	\$ 635.22	\$ 5,081.76
P3U-00001	Visio P2 GCC Sub Per User	D	4	\$ 134.27	\$ 537.08	\$ 134.27	\$ 537.08	\$ 134.27	\$ 537.08
HNT-00001	Visio P1 GCC Sub Per User	D	2	\$ 44.76	\$ 89.52	\$ 44.76	\$ 89.52	\$ 44.76	\$ 89.52
7MS-00001	Project P3 GCC Sub Per User	D	2	\$ 268.55	\$ 537.10	\$ 268.55	\$ 537.10	\$ 268.55	\$ 537.10
AAA-10758	Win E3 ALng Sub MVL Platform Per User	D	240	\$ 56.37	\$ 13,528.80	\$ 56.37	\$ 13,528.80	\$ 56.37	\$ 13,528.80
3K3-00001	Q385 F3 GCC Sub Per User	D	80	\$ 35.78	\$ 2,862.40	\$ 35.78	\$ 2,862.40	\$ 35.78	\$ 2,862.40
KV3-00388	Win Enterprise Device ALng SA	D	20	\$ 47.99	\$ 959.80	\$ 47.99	\$ 959.80	\$ 47.99	\$ 959.80
				Year 1 Total	\$ 101,164.02	Year 2 Total	\$ 101,164.02	Year 3 Total	\$ 101,164.02
				Three Year Total	\$ 303,312.04				

Notes

EA revised 4/17/2024 expiring 2/28/2025

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<https://www.cdw.com/cdwportal/terms-conditions/products-subs.aspx>

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	77554689	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	4767594		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
- Enrolled Affiliate and all Affiliates
- Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Apache County Information Technology Dept

Contact name* First Ben **Last** Dugdale

Contact email address* ben@co.apache.az.us

Street address* 75 West Cleveland Street

City* Saint Johns

State* AZ

Postal code* 85936-0428-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* (928) 337-7509

Tax ID

* indicates required fields

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Ivan Last Zhelev
Contact email address* izhelev@co.apache.az.us
Street address* 75 West Cleveland Street
City* Saint Johns
State* AZ
Postal code* 85936-0428-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 928-337-7509

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave.
City* Vernon Hills
State* IL
Postal code* 60061-1577
Country* United States
Contact name* Tuanita Moore
Phone* 847.371.6090
Contact email address* tuanita.moore@cdwg.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Date/Time Stamp

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



Date/Signature: _____

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

District II: Request authorization to eliminate the position of Automotive Parts Inventory Clerk (Range 31) and create the position of Administrative Coordinator (Range 42) and hire within the salary range.

BOS Meeting Date Requested: February 7, 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)

Address

Date/Signature:



1/31/2023

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

Discussion and possible approval of the Intergovernmental Agreement with the Arizona Department of Administration to provide for House Bill 2862 – Payments to Sheriff Deputies and Detention Officers. Contract amount not to exceed \$380,000

BOS Meeting Date Requested February 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

N/A

Other Review:

Signature

N/A

Reviews completed, item approved for Agenda.

Board Clerk's Initials



APACHE COUNTY FINANCE DEPARTMENT

P.O. BOX 428
ST. JOHNS, ARIZONA 85936-0428
SWITCHBOARD: (928) 337-4364
FACSIMILE: (928) 337-7600

Date: January 31, 2023

To: The Honorable Chair and Members
Apache County Board of Supervisors

From: Timothy Hinton
County Finance Director

Re: Additional Information for the February 7, 2023 Board of Supervisors Meeting Arizona Department of Administration -
House Bill 2862 – Payments to Sheriff Deputies and Corrections Officers

Background

House Bill 2862, passed by the State Legislature in June of 2022, included an appropriation of funding for counties to retain and recruit Sheriff Deputies and Corrections Officers from the Border Security Fund. This appropriation is to be distributed by the Arizona Department of Administration, which has provided the attached intergovernmental agreement for approval by Apache County.

The agreement specifies that retention payments of \$10,000 and recruitment payments of up to \$5,000 are to be paid out quarterly to line-level deputies and detention officers per the provisions of Laws 2022, Chapter 313, Section 110.

Recommendation

I recommend that the Board of Supervisors authorize the County Manager to execute the attached agreement and distribute the retention and recruitment payments for eligible Sheriff Deputies and Corrections Officers.

Douglas A. Ducey
Governor



Andy Tobin
Director

ARIZONA DEPARTMENT OF ADMINISTRATION
DIRECTORS OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007

ADOA Agreement Number DBFFY23L22CH31301

This Agreement is entered into by and between **Apache County** and the **Arizona Department of Administration** (hereinafter referred to as "ADOA"), and shall be effective as indicated in Section 1 - Term of Agreement.

A. Apache County and ADOA enter into this Agreement pursuant to Laws 2022, Ch.313, Sec. 110 of the Second Regular Session. Whereas \$53,405,000.00 was appropriated from the Border Security Fund established by section 26-105, Arizona Revised Statutes, in fiscal year 2022-2023 to the Arizona Department of Emergency and Military Affairs to allocate to the ADOA for one-time payments to line-level deputies and detention officers in accordance with the provisions of Laws 2022, Chapter 313, Section 110.

B. Pursuant to A.R.S. § 41-703(7), the ADOA Director can contract with or assist other departments, agencies and institutions of the state, local and federal governments in the furtherance of the department's purposes, objectives and programs..

C. Pursuant to A.R.S. § 41-703(8), the ADOA Director can accept and disburse grants, gifts, donations, matching monies and direct payments from public or private agencies for the conduct of programs that are consistent with the overall purposes and objectives of the department.

For and in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. Term of Agreement

This Agreement shall be effective from **October 1st, 2022** and shall remain in effect until **June 30th, 2025**.

2. Scope of Services

The **ADOA** shall provide a \$10,000 one time payment to line-level deputies and detention officers employed by **Apache County Sheriff's Office** as of **May 1st, 2022**. The **Apache County Sheriff's Office** shall distribute the payment to eligible employees in equal quarterly installments over two years. **Due to the lag in the availability of the funds to the Apache county, the equivalent of two quarterly payments may be made in either the 4th quarter of 2022 or the 1st quarter of 2023.**

The **Apache County Sheriff's Office** will be eligible for up to **\$380,000** and for the purposes of providing a one time recruitment payment not to exceed \$5,000 per new hire, the amount of which to be determined at the discretion of each individual Sheriff, for line level deputies and detention officers at the County Sheriff's department hired into the agency from **May 1, 2022** until **April 30, 2023**.

Line level deputies and detention officers employed by the county sheriff's office are defined as the below:

Full time staff either under general supervision or in a first level supervisory role. Line level deputy and detention officer may include those that have a rank one level above the first level supervisory role, but act in the same capacity as the first level supervisor due to staffing shortages.

In the event a deputy or detention officer separates from their agency prior to receiving all eligible quarterly payments, the deputy or detention officer will no longer be entitled to the remainder of the unpaid balance.

A deputy or detention officer that resigns from their agency prior to receiving all eligible quarterly payments and takes a position with another sheriff's office in Arizona is not eligible for a recruitment payment from the new agency.

In the event an eligible employee is promoted to an ineligible position between May 1, 2022 and April 30, 2024, the employee will continue to receive the remainder of the quarterly payments as part of the original retention agreement.

An employee that has received any part of the recruitment or retention payment from one sheriff's agency and transfers to another sheriff's agency is ineligible for the recruitment payment from the new agency.

3. Changes to Scope of Services

Either party may request changes to the Scope of Services provided. Such a request by a party must be in writing to the other party, and the change to the Scope of Services must be approved in writing by Apache County and **ADOA**.

4. Reporting Requirements

Financial: Apache County shall submit a report to ADOA on the actual use of the monies received and the most recent staffing and retention data for the positions receiving the payment. Each report shall be submitted to **ADOA** on or before **August 30th, 2023** and **August, 30th, 2024**.

5. Manner of Financing

The **ADOA** shall:

1. Provide up to a total amount not to exceed **\$380,000** from the Border Security Fund for reimbursement to Apache County for costs associated with the activities listed in Section 2.

Apache County shall:

1. Provide documentation for reimbursement requests not to exceed **\$380,000**.

2. Submit reimbursement requests based off of the schedule from Table A.
3. Use the funds to support the activities outlined in Section 2.

6. Termination

Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party.

7. Reports and Records

Each party shall establish and maintain records regarding its performance under this Agreement, in accordance with the records retention standards established by the Arizona State Library, Archives and Public Records or such other commercially reasonable standards, as applicable.

8. Availability of Funds

Every payment obligation of the ADOA under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADOA or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the ADOA or any other agency of the State of Arizona in the event this provision is exercised, and neither the ADOA nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. Executive Order 2009-9

The parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

10. Alternate Dispute Resolution

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.

11. Governing Law

This Agreement is pursuant to Laws 2022, Ch.313, Sec. 110 of the Second Regular Session. This Agreement shall be construed in accordance with the laws of the State of Arizona.

12. Miscellaneous

It is mutually agreed by the parties that:

- a. Subject to Section 3, any amendments to this Agreement must be in writing and signed by both parties.

- b. The undersigned is authorized to enter into and execute this Agreement on behalf of the respective party.
- c. All notices pertaining to this Agreement shall be addressed or faxed to the parties respectively as follows:

Apache County:	ADOA:
Apache County	Arizona Department of Administration
Attn: County Managers Office	100 N. 15 th Avenue
PO Box 428	Suite 302
St. Johns, AZ 85936	Phoenix, AZ 85007
	ATTN: Andy Tobin
	Director
Phone Number: 928-337-7503	Phone Number: 602.542.1500
E-Mail: rpatterson@co.apache.az.gov	

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Apache County:

ADOA:

Apache County

Arizona Department of Administration

By: _____
Ryan Patterson

By: Andy M. Tobin
Andy Tobin, Director

Date: _____

Date: November 3, 2022

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Date/Signature: _____



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

Sheriff's Office: Discussion and possible approval to hire two (2) Deputy positions within the range not to exceed the midpoint. Salaries will be commensurate with experience for candidates who are experienced AZPost certified peace officers. This request will not result in an increase to the FY23 budget.

BOS Meeting Date Requested: February 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____



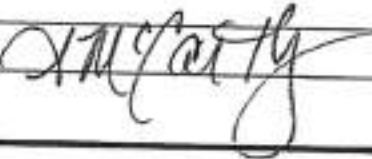
Finance Review: _____

Signature _____



Human Resources Review: Midpoint = \$57,796.

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)

ENGINEERING

Dale Hawn

Date/Signature 1/30/23

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 AWARD BID # 2023-01 FOR CONTACT TRUCKING COUNTYWIDE

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

*Office of
Apache County Engineer
P.O. Box 298, St. Johns, AZ 85936
fcrosby@co.apache.az.us*

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

January 30, 2023

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid # 2023-01

B&R TRUCKING

see attached

It is the recommendation of the Engineer's office to award bid # 2023-01 to B&R RUCKING.
They were the only bidder.

Thank you,

Dale Hauser
Engineering Department

BID SPECIFICATIONS

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR CONTRACT TRUCKING TO BE EXECUTED FROM TIME TO TIME AS NEEDED DURING THE COURSE OF THE CALENDAR YEAR ENDING DECEMBER 31, 2023.

DISTRICT I

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
TEEC NOS POS	125. ⁰⁰	4.65	4.50
CHINLE AREA	125. ⁰⁰	4.65	4.50

DISTRICT II

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
GANADO AREA	125. ⁰⁰	4.65	4.50
FT DEFIANCE AREA	125. ⁰⁰	4.65	4.50
WHEATFIELDS AREA	125. ⁰⁰	4.65	4.50

DISTRICT III

DELIVERY LOCATION	0-50 MILES COST/HOUR	50-100 MILES COST/LOADED MILE	100+ MILES COST/LOADED MILE
EAGER AREA	125. ⁰⁰	4.65	4.50
ST JOHNS AREA	125. ⁰⁰	4.65	4.50
CHAMBERS AREA	125. ⁰⁰	4.65	4.50

NOTE: All prices shall include applicable tax.

FUEL PRICE INDEX:

BASE FUEL PRICE:

\$ 4.⁰⁰

FUEL PRICE

ADJUSTMENT: \$.10 increase per gallon = \$.03 per mile increase in Bid Cost

(Should read: example \$.10 increase per gallon = \$.10 per mile increase in bid cost.

APACHE COUNTY RESERVES THE RIGHT TO RENEW THIS BID, IF BOTH THE VENDOR AND APACHE COUNTY ARE IN WRITTEN AGREEMENT.

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

VENDOR NAME: B3R Trucking DATE 1-26-23

VENDOR ADDRESS P.O. Box 1411 Eagar AZ 85925

VENDOR TELEPHONE & FAX 929-245-3809


AUTHORIZED SIGNATURE William B. Whitcomb

CONTACT PERSON: COUNTY ENGINEER (928) 337-7531

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Engineering _____

Date/Signature  1/30/23 _____

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 accept the abandonment of the old alignment of US 180 as shown on the attached demarcated sheets of the results survey for said highway, and approve the waiver in accordance with A.R.S. 28-7209

Available in County Managers office

BOS Meeting Date Requested 2-7-2023

PRE-AGENDA ITEM REVIEW

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

Legal Review: *Des Celeste OK* _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

FROM: Apache County Board of Supervisors
75 West Cleveland
St. Johns, Arizona 85936

TO: Arizona Department of Transportation
205 South Seventeenth Avenue, Mail Drop 612E
Phoenix, Arizona 85007-3212
Attn.: Byron Hopkins, Right of Way Group Titles Liaison
Resolution/Disposal Unit

RE: **WAIVER OF A.R.S. 28-7209**

LOCATION: That portion of the old alignment of U. S. Route 180 / U. S. Route 666 lying within the jurisdiction of the County of Apache, being portions of Section 12, Township 8 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, as demarcated on sheets of the Results of Survey for the SPRINGERVILLE – ALPINE – STATELINE HIGHWAY, Jct. S. R. 260 / U. S. 180 Rodeo Grounds, Project 180 AP 402 H7172 01R, ADOT Drawing D-01-T-292; on sheets of the Right of Way Plan of the SAFFORD – SPRINGERVILLE HIGHWAY, Picnic Hill, Project F-051-2-811, ADOT Drawing D-1-T-261; and on the Right of Way Plan of the SPRINGERVILLE – ALPINE U. S. HWY. 260, dated 01/09/1942, marked as Exhibits "A-1", "A-2", and "A-3", respectively, ADOT Disposal D-NE-004, attached hereto and made a part hereof.

— — — — **WAIVER** — — — —

By signing below, the Apache County Board of Supervisors hereby waives the Four-Year Advance Notice of Abandonment and Pavement Quality Report, in accordance with the provisions of Arizona Revised Statutes § 28-7209, which will allow the State of Arizona, by and through its Department of Transportation (ADOT) to abandon, in the near future, according to law, all of its interest in and to the above referenced right of way to the County of Apache.

Signature Title Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Engineering

Date/Signature  1-31-23

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 a resolution to enter into an Intergovernmental Agreement between the Navajo Nation and Apache County for school bus route maintenance. Strip maps of each road included in this agreement are available for review in the County Managers office.

BOS Meeting Date Requested 2-7-2023

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Approved via email per Celeste, 2/1/23 

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

JOE SHIRLEY, JR.
VICE CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 195L, Chino, AZ 86503

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

APACHE COUNTY RESOLUTION NO. _____

Be it resolved by the Board of Supervisors of Apache county that it is in the best interest of the citizens of this county to enter into that certain Intergovernmental Agreement to Provide Road Maintenance Activities on Existing School Bus Routes within Apache County with Navajo Nation. Further, the Board of Supervisors resolves that such action is necessary and a benefit to the people residing in Apache County.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on _____, 2023

APACHE COUNTY BOARD OF SUPERVISORS

By: _____
Alton Joe Shepherd
Chairman of the Board

ATTEST:

Clerk of the Board

I Ryan Patterson, Clerk of the Board of Supervisors, do hereby certify that the above is a true and correct copy of a Resolution adopted and contained in a paragraph of the minutes of a meeting of the Apache County Board of Supervisors held _____, 2023.

IN WITNESS WHEREOF, I have affixed the official seal of Apache County at St. Johns, The County Seat, this _____ day of _____, 2023.

Clerk of the Board

APPROVED AS TO FORM:

County Attorney



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Navajo Region, Branch of Transportation
P.O. Box 1060
Gallup, New Mexico 87305

January 31, 2023

Alton Joe Shepherd
Apache County District 2 Supervisor,
P.O. Box 899
Ganado, AZ. 86505

RE: Apache County Letter Proposing to add roads to the IGA with NDOT

Dear Mr. Shepherd:

This is in reference to Apache County District 2's, letter dated November 7, 2022. The Apache County is proposing to add some of the Bureau of Indian Affairs, Branch of Transportation (BIA BOT) road inventory to their upcoming 10-year School Bus Internal Government Agreement (IGA) renewal work plan and relinquish the same number of Apache County Routes back to Navajo Division of Transportation (NDOT) Inventory.

The BIA Transportation has reviewed the proposed routes in RIFIS and identified the provided routes to be added which must be changed by NDOT since they are the custodians of the inventory. Upon review of the added routes, we notice some of the sections of roads are less than a mile which we suggest the county to maintain the entire routes rather than maintaining short section of roads. We recommend the Intergovernmental Agreement to be between the Navajo Nation and Apache County to provide Road Maintenance activities giving priority to school bus routes. Furthermore, the relinquished roads will remain as tribal routes and NDOT will reclaim as ownership.

If you have any questions contact Mr. Alfred Reed, acting Transportation Manager at (505) 863-8458 or contact the Agency Road Engineer at (928) 729-7222.

Sincerely,

ALFRED REED

Digitally signed by ALFRED
REED
Date: 2023.01.31 12:08:06
-0700

Alfred Reed
Acting Transportation Manager

cc: Fort Defiance Agency DOT

**INTERGOVERNMENTAL AGREEMENT
TO PROVIDE ROAD MAINTENANCE ACTIVITIES ON EXISTING
SCHOOL BUS ROUTES WITHIN APACHE COUNTY**

This Agreement is entered into by and between the United States of America through the Secretary of the Interior, the Navajo Nation through the President of the Navajo Nation, Apache County, Arizona through the Apache County Board of Supervisors.

I. Purpose (Required by A.R.S. § 11-952(B)(2))

- A. The purpose of this Agreement is to enable agents, officers and employees of Apache County, a governmental subdivision of the State of Arizona, to enter on lands held in trust for the Navajo Nation by the United States Government and to provide, as funds are available, a minimum level of maintenance activities on existing unpaved roads within the Navajo Nation in Apache County, Arizona.
- B. This Agreement is made to conform to A.R.S. §11-251(29), which empowers Apache County through its Board of Supervisors to enter into maintenance agreements for roads within Apache County which are located within the Navajo Nation and open to the public.

II. DURATION (Required by A.R.S. §11-952(b)(1))

The duration of this Agreement shall be until December 31, 2032. Apache County may renew this Agreement for an additional two-year period by notifying the parties hereto in writing. This Agreement will be filed with the Recorder of Apache County pursuant to A.R.S. § 11-952(0).

III. AUTHORITY OF PARTIES (Required by A.R.S. §11-952 (H))

- A. The President of the Navajo Nation is authorized to enter into this Agreement pursuant to the resolution of the Naa'bik'iyati' Committee of the Navajo Nation Council, attached hereto as Exhibit A.
- B. The Chairman of the Apache County Board of Supervisors is authorized to enter into this Agreement on behalf of Apache County pursuant to the Resolution of the Apache County Board of Supervisors attached hereto as Exhibit B.

IV. FINANCING (Required by A.R.S. §11-952(8)(3))

This Agreement shall be financed by appropriations from Highway User Revenue Fund (H.U.R.F.) monies as identified in the Apache County Road Budget for each appropriate County Fiscal Year coupled with any other funds received by the County for the purpose of maintaining the roads listed in this agreement.

V. SCOPE OF MAINTENANCE UNDER THIS AGREEMENT

- A. The Parties hereto agree that Apache County shall provide road maintenance on the existing school bus routes within the Navajo Nation.

- B. The Parties jointly acknowledge that the routes described and identified in Exhibit C are not roads included in the Bureau of Indian Affairs Road System nor are they dedicated county roads and the Parties agree that this Agreement shall not extend to Bureau of Indian Affairs roads or to officially dedicated county roads subject to right of way under 25 U.S.C. §31 J and 25 C.F.R. §169.28.
1. The roads described in Exhibit C shall be maintained by Apache County on existing courses, through periodic leveling and blading and the extent of such leveling and blading shall be left to the sound discretion of the road foremen of the road departments of Apache County Supervisorial Districts I, II and III, after review of the Apache County Roads Budget for each year this Agreement remains in effect.
 2. It is understood that Apache County is to provide maintenance activities on existing roads and because of tribal and B.I.A. rules and regulations concerning, but not limited to easements, archaeological clearances and environmental clearances, Apache County shall not undertake, nor be obligated to vary the existing courses or plan or design of these routes, nor to make any structural or design changes in these routes except by express written, and duly executed, modifications to this Agreement or pursuant to another properly executed independent intergovernmental agreement.
- C. The minimum degree of Apache County's maintenance agreed to by the Parties shall not exceed that which is necessary to keep such routes passable to public school buses during the school term, as that may be set by the governing board of the Arizona School District using each such route.
- D. The Navajo Nation covenants that reservation lands consisting of the routes described and identified in Exhibit C shall be open at all times to the public for the duration of this Agreement.
- E. The Navajo Nation agrees that in the event that Apache County Engineering Department determines that patterns of use on any of the routes described and identified in Exhibit C have increased such as to substantially impair the safety of the routes at the level of maintenance set out in Section V(C) of this Agreement, the Board of Supervisors may suspend all further County obligation for maintaining such route (5) days after the Apache County Engineering Department personally serves written notice on this determination on both the Navajo Division of Transportation Director and on the President of the Navajo Nation.
- F. The Navajo Nation agrees that in the event Apache County Engineering Department determines that the use of any of the routes described and identified in Exhibit C for the purposes of transporting children to and from public schools has decreased to such an extent that maintenance of a route for that purpose is no longer warranted, or insufficiency of funds to allow for continued maintenance, the Board of Supervisors may suspend all further County obligation for maintaining such route five (5) days after the Apache County Engineering Department personally serves written notice of this determination on both the Director of Navajo Nation Division of Transportation and on the President of the Navajo Nation.

- G. The Parties agree that in the event that the Apache County Engineering Department determines that additional routes need to be maintained in order to adequately transport children to and from public schools, such routes may be added to those described and identified in Exhibit C, upon written approval by the Apache County Board of Supervisors and the President of the Navajo Nation. Such determination by the Apache County Engineering Department shall be considered by the Apache County Board of Supervisors and the Resource and Development Committee of the Navajo Nation Council prior to submittal to the signatory Parties hereto.
- H. The Parties agree that Apache County shall have the right, in its discretion, to post signs at any point on any or all of the routes described in Exhibit C to the effect that the route is maintained for school bus travel only and that all other travel is at their own risk and that no greater speed than a certain identified speed is safe upon the route. Apache County may post other appropriate signs on county roads.

VI. TERMINATION (Required by A.R.S. §11-952(8)(4))

- A. This Agreement is effective until December 31, 2032. However, Apache County may renew this agreement for an additional two (2) years by notifying the parties hereto in writing.
- B. Notwithstanding Section VI.A above, this Agreement shall terminate:
 - 1. Thirty (30) days after delivery of written notice by a party of that party's intent to terminate at will to the designated signatories for the other two parties, or to their designees or successors in office, or;
 - 2. Ten (10) days after delivery of written notice by the terminating party to the other two parties, through their respective designated signatories or designees of successors in office, citing:
 - a) a breach of any material covenant of this Agreement; or
 - b) inadequacy of available funds to proceed further.
- C. This Agreement shall be deemed partially terminated by the Parties:
 - 1. Pursuant to the Apache County Board of Supervisors' decision under Section V(E) and (F) as to any route identified in Exhibit C;
 - 2. As to any routes identifies in Exhibit C which may become state or county roads under right-of-way grants issued pursuant to 25 U.S.C. §311.
- D. In the event of termination of this Agreement:
 - 1. Apache County shall retain all equipment and property purchased by it and all unspent funds otherwise appropriated for carrying out this Agreement.
 - 2. The Navajo Nation shall be deemed to have revoked their grant for Apache County's right of access to reservation lands for purpose of road maintenance on the routes identified in Exhibit C.

VII. SOVEREIGN IMMUNITY

Nothing in this Agreement nor attachments shall be construed as a waiver of sovereign immunity by the Navajo Nation or as consent to be sued, or as a submission to jurisdiction of any court.

VIII. SAVING CLAUSE

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by the law and equity.

IX. CHANGE OF APPLICABLE LAWS AND REGULATIONS

Any changes in the governing state laws, rules and regulations during the term of this Agreement shall apply. Apache County shall notify the Navajo Nation in writing of any changes in the governing laws, rules and regulations affecting any terms and conditions of this Agreement which become effective during the term of this Agreement.

X. NOTICES

All notices under this Agreement shall be in writing, shall be delivered or served in person or by certified mail, return receipt requested and shall be directed to the persons and addresses as any party may designate to the others by notice.

XI. EXERCISE OF RIGHTS

Failure to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.

XII. AMENDMENTS

This Agreement may be amended, modified or extended upon the written agreement of the Parties executed pursuant to the authority corresponding to that set forth in Sections III (A), (B) and (C) of this Agreement.

XIII. PREDECESSOR AND SECESSOR AGREEMENTS

The execution or termination of this Agreement shall not be considered a waiver by the Parties of any rights they may have for damages suffered through a breach of this or a prior agreement between the Parties. The Parties have no obligation to renew this Agreement.

XIV. INDEMNIFY AND HOLD HARMLESS

Each Party shall be liable for their own negligence pursuant to each party's laws governing their respective actions and conduct. In the case of the United States Secretary of the Interior the United States is liable for torts as defined pursuant to the Federal Tort Claims Act (28 U.S.C §§ 2671-2680).

XV. ENTIRE AGREEMENT

This document, its appendices and attachments, including any approved amendments and modifications and any required supporting documents, constitutes the entire agreement between the Parties and supersedes all other understandings, oral or written.

XIV. CONFLICT OF INTEREST

The Parties hereby acknowledge notice of A.R.S. §38-511 which provides for political subdivisions of the State of Arizona to cancel contracts entered into or maintained in violation of this sections of the Arizona Conflict of Interest Statutes.

**FOR AND ON BEHALF OF THE APACHE
COUNTY BOARD OF SUPERVISORS:**

**FOR AND ON BEHALF OF THE NAVAJO
NATION:**

**Alton Joe Shepherd – CHAIRMAN
Apache County Board of Supervisors**

**Buu Nygren – PRESIDENT
Navajo Nation**

In accordance with applicable laws, this agreement has been reviewed by the undersigned who have determined that this agreement in in proper form and within the powers and authority granted to respective public body.

Date: _____

Date: _____

**MICHAEL WHITING
Apache County Attorney**

**DOREEN NANIBAA MCPAUL
Attorney General, Navajo Nation**

Pursuant to appropriate action by ordinance, resolution or otherwise

EXHIBIT C

APACHE COUNTY IGA ROAD INVENTORY 2022

DISTRICT 1 ROADS

C102	2.22	C487	5.39	C542	1.19	C590	2.91	C652	2.06
C105	0.87	C488	0.37	C544	5.82	C591	0.59	C654	0.3
C106	0.58	C489	4.22	C545	1.57	C592	0.65	C655	1.85
C108	0.4	C490	2.4	C546	1.18	C593	1.08	C661	1.08
C109	1.38	C491	4.8	C547	0.94	C594	2.5	C662	2
C110	1.5	C492	5.2	C548	2.98	C595	2.95	C665	1.13
C113	3.34	C493	3.74	C549	1.91	C596	0.88	C666	0.36
C114	1.02	C494	0.91	C550	2.75	C597	0.45	C667	1.36
C126	2.07	C496	1.19	C551	1.26	C600	0.99	C668	1.3
C128	1.13	C498	4.76	C552	2.76	C601	0.77	C669	1.63
C131	0.73	C500	1.83	C553	0.77	C620	3.44	C670	1.9
C133	1.06	C501	4.67	C555	1.23	C621	0.49	C672	0.28
C277	0.5	C502	5.57	C556	0.88	C622	1.13	C700	3.55
C438	2.48	C503	13.48	C558	1.97	C623	0.38	C701	0.34
C460	2.45	C504	3.38	C559	1.53	C624	0.77	C702	0.45
C461	10.68	C505	10.11	C560	2.28	C625 (1)	2.6	C703	0.47
C462	2.65	C506	2.8	C561	2.65	C625	0.32	C704	0.98
C463	1.32	C509	3.63	C563	0.87	C626	1.46	C705	0.82
C464	0.78	C511	4.09	C564	3.6	C627	0.25	C706	0.61
C465	1.52	C512	2.6	C565	3.48	C628	0.77	C708	0.73
C466	4	C514	0.51	C566	5.5	C629	0.95	C709	0.72
C467	0.51	C515	3.7	C567	4.27	C630	0.68	C710	0.57
C468	3.43	C516	1.11	C568	1.69	C631	0.4	C270	4.49
C470	1.79	C517	1.12	C569	1.12	C632	0.38	C319	0.61
C471	1.27	C519	2.47	C570	1.22	C634	0.47	C320	9.88
C472	0.97	C520	2.86	C571	3.49	C635	0.08	C321	4.99
C476	1.45	C521	1.38	C572	2.27	C636	0.52	C441	2.34
C477	4.92	C522	0.97	C573	1.48	C637	0.89	C442	1.9
C478	1.47	C523	0.53	C576	1.76	C638	1.12	C443	2.75
C479	3.57	C524	0.5	C577	1.73	C640	3.1	C444	1.26
C480	2.3	C525	4.49	C578	0.78	C641	0.37	TOTAL	377.37
C481	4.19	C535	1.27	C579	3.91	C644	0.38		
C482	8.42	C536	1.32	C580	1.57	C646	0.58		
C483	1.53	C537	0.93	C582	1.37	C647	0.79		
C484	5.55	C539	1	C584	0.76	C648	1.38		
C485	5.29	C540	1.22	C585	1.32	C649	0.37		
C486	11.27	C541	3	C589	1.48	C651	0.32		

DISTRICT 2 ROADS

C402	2.10	C296	0.49	C418	1.95
C603	1.36	C297	0.43	C419	3.07
C604	0.40	C300	1.30	C420	1.23
C605	0.60	C301	3.90	C421	2.50
C606	2.34	C302	1.71	C422	5.91
C609	0.16	C303	1.61	C423	3.76
C612	0.09	C304	0.49	C424	2.58
C613	0.21	C305	5.38	C425	3.34
C614	0.23	C306	4.15	C426	3.37
C615	0.17	C307	0.88	C427	8.14
C7250	3.90	C308	1.33	C428	2.31
C7501	0.31	C309	5.48	C429	7.96
C7503	0.24	C310	0.59	C430	4.12
C7504	0.10	C311	1.35	C431	4.98
C112	1.20	C312	2.20	C432	9.63
C115	0.70	C313	1.08	C433	1.52
C271	0.65	C314	2.94	C434	1.87
C272	3.47	C315	0.26	C435	2.49
C273	0.95	C316	3.34	C436	2.82
C275	0.82	C317	1.66	C438	3.70
C276	1.25	C318	2.02	C439	5.85
C278	1.28	C322	9.55	C440	1.99
C279 North	1.06	C323	4.12	C445	14.67
C279 South	1.01	C325	0.53	C446	0.21
C280	4.00	C327	4.39	C447	4.04
C281	4.23	C328	1.09	C449	3.74
C284	1.70	C329	1.06	C450	6.80
C285	6.55	C352	9.62	C451	1.17
C286	8.07	C407	3.01	C452	0.30
C287	5.54	C408	1.73	C453	6.64
C288	1.16	C409	8.60	C454 EXT	0.55
C289	7.73	C410	2.87	C454	2.19
C290 East	9.65	C411	5.85	C455	4.30
C290 North	9.47	C412	1.37	C456	0.91
C291	0.88	C413	3.98	C457	1.05
C292	0.17	C414	7.30	C458	0.91
C294 EXT	0.76	C415	1.08	C459	0.37
C294	1.06	C416	4.74	C608	1.68
C295	1.18	C417	4.50	C616	9.14
				TOTAL	348.49

DISTRICT 3 ROADS	
C298	3.75
C299	1.71
C400	0.84
C402	10.18
C403	14.43
C404	1.51
C405	4.18
C610	0.25
C611	0.62
TOTAL	37.47

DISTRICT 1	377.37
DISTRICT 2	348.49
DISTRICT 3	37.47
APACHE COUNTY TOTAL	763.33

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature:

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

Following a possible executive session for legal advice pursuant to A.R.S. §38-431.03(A)(3), discussion and possible approval of a settlement agreement in regard to case CV2022-0115, and possible action to perform obligations under the agreement.

BOS Meeting Date Requested 2/7/23

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

datetime stamp

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

County Manager/Clerk of the Board

Date/Signature:

1/30/23



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

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

- The Eastern Arizona Counties Organization meeting on February 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 February 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 February 16, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested 2/7/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

County Manager/Clerk of the Board

Date/Signature: 1/30/23



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 2/7/23

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 _____