



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Vice Chairman, District II

Nelson Davis
Supervisor, District III

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

June 1, 2021
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Pledge of Allegiance.
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
June 1, 2021**

1. Discussion and possible approval of a Professional Services Agreement between the Apache County Health Services District and Alena Thompson, FNP to provide the services of a contract nurse practitioner for the monthly Family Planning/Well Woman Health Check clinic. The total yearly expense of \$4,800 has been budgeted for in FY22.
2. Discussion and possible approval to reimburse Kim Cole for relocation expenses in accordance with Apache County Human Resources Policy Manual Section 1.7.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
June 1, 2021**

1. Discussion and possible approval of a lease agreement between the Greer Community Facilities Association and the Apache County Library District from July 1, 2021 through June 30, 2022 at the rate of \$863.84 per month.
2. Discussion and possible approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2021 through June 30, 2022 at the annual rate of \$50.00 per month.
3. Discussion and possible approval of a lease agreement between the Vernon Domestic Water Improvement District and the Apache County Library District from July 1, 2021 through June 30, 2022 at the annual rate of \$25.00 per month.
4. Discussion and possible approval of social media policies for patrons and staff of the Apache County Library District.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
June 1, 2021**

1. Sit as the Board of Directors and following a public hearing, discussion, and possible approval of the 2021-2022 Tentative Budgets for the Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education. A copy of the proposed budgets are available online at www.co.apache.az.us or in the County Manager's Office.
2. Sit as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2021-2022 Tentative Budget for Apache County. A copy of the proposed Tentative Budget is available online at www.co.apache.az.us or in the County Manager's Office.

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between May 4, 2021 to June 1, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated May 4, 2021 and May 6, 2021.

Finance Department:

- *C. Request approval of updated Pension Funding Policy in accordance with A.R.S. §38-863.01.

Community Development:


- *D. Request the appointment of Brad Jarvis to serve on the Planning & Zoning Commission, appointed for a 4-year term effective June 1, 2021.


Human Resources:

- *E. County Attorney's Office: Request approval to reimburse two (2) Legal Clerks for relocation expenses in accordance with Apache County Human Resources Policy Manual Section 1.7.
4. District II: Discussion and possible approval of a submission of a USDA-Community Facilities grant for outdoor solar lighting for the Ft. Defiance and Ganado Road Yards in the amount of \$108,756.00. This grant requires a match of \$27,189.00 utilizing District II funds.
 5. County Manager: Discussion and possible approval of an Independent Contractor Agreement with MH Consulting and Project Management.
 6. Engineering Department: Discussion and possible approval to enter into a Memorandum of Understanding between the Navajo Nation and Apache County.
 7. Engineering Department: Discussion and possible approval to award Request for Qualifications to Woodson Engineering and Surveying for road design services and request approval to enter into negotiations for a professional services contract and design fees.
 8. Engineering Department: Discussion and possible approval to adjust unit costs for Pacific Ponderosa to accommodate increase in steel prices.

9. Engineering Department: Discussion and possible approval to utilize the Sourcewell contract to purchase a semi-tractor for District II, not to exceed \$160,000 with funds budgeted for in FY21.
10. Emergency Management: Discussion and possible approval to approve of Intergovernmental Agreement (Contract # CTR05439) for the PHEP Budget for FY 2021-2022 in the amount of \$212,865.00
11. Sheriff's Office: Discussion and possible approval of a Memorandum of Understanding (MOU) with the United States Marshals Service in participating and assisting in a Regional Fugitive Task Force for the purpose of locating and apprehending fugitives in Apache County.
12. School Superintendent's Office: Presentation on Broadband/Internet in Apache County.
13. 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 27th day of May, 2021 @ 2:00 p.m. by 



Ryan N. Patterson
Clerk of the Board

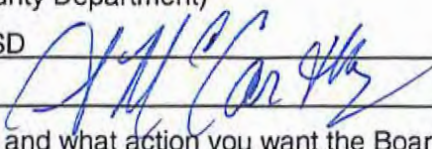
Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Date/Time Stamp

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

Stephanie McCarthy, Interim Health Director ACPHSD

Date/Signature: 05/19/2021



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

ACPHSD requests discussion and possible approval of an agreement between Apache County Health Services District and Alena Thompson, FNP to provide the services of a contract nurse practitioner for the monthly Family Planning/Well Woman Health Check clinic. The total yearly expense of \$4,800 has been budgeted for FY22.

BOS Meeting Date Requested 06/01/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

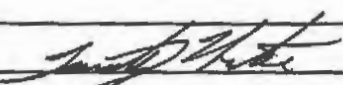
Signature



Check if item does not require review

Finance Review:

Signature



Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County Public Health Services District

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into between Apache County Health Services District (the "District"), a political subdivision of the State of Arizona, and Alena Thompson, FNP (the "Subcontractor").

WHEREAS, the District requires the services of a contract nurse practitioner to provide Family Planning Services and Well Woman Health Check Services; And

WHEREAS, the District wishes to contract with the Subcontractor for reproductive health consulting and physical examination services as described herein, and the Subcontractor is willing to provide such services upon the terms and conditions set forth herein,

NOW, THEREFORE, the parties agree as follows:

1. **Terms:** This agreement shall commence as of July 1, 2021 (the "Effective Date") and shall continue in effect through June 30, 2022 unless terminated as provided in section 10.
2. **Services:** The Subcontractor shall provide reproductive health services, physical examination services and interpretation of laboratory results, counseling and referral in accordance with the Arizona Department of Health Services (ADHS) Contracts. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Registered Nurse Practitioners. The parties shall agree upon a mutually satisfactory schedule.
3. **Compensation:** As full and complete compensation for the services to be provided hereunder, the District shall pay the Subcontractor an hourly rate of \$80.00 as follows:
 - a. One five-hour (Noon to 5 PM) clinic per month at Apache County Public Health Clinic, 323 S. Mountain Ave, Ste 102, Springerville, AZ 85938.
 - b. Any required training, deemed necessary, to fulfil the District's requirements for the Family Planning or the Well Woman Health Check programs. Dates and times of training to be agreed upon by the District and Subcontractor.
 - c. At the end of the first month that this Agreement is in effect and at the end of each month thereafter, the District will submit to Apache County a demand in the amount of the monthly fee. Payment shall be made directly to the Subcontractor in accordance with the County's standard procedures for processing demands.

4. **Independent Contractor:** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
5. **Insurance:** The Subcontractor shall maintain in force during the term of the Agreement at the Subcontractor's expense professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the District's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws:** The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws required to be incorporated into this Agreement shall be enforced as though fully set forth herein.
7. **Professional Licenses:** The Subcontractor shall maintain in force throughout the term of this Agreement any and all licenses, permits and accreditations required for the Subcontractor to provide services hereunder. The Subcontractor shall notify the District and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
8. **Reports and Records:** The record of a client at the time of physical examination and all other client records are the property of the District and shall be retained by the District. The Subcontractor is familiar with all record retention and confidentiality requirements set forth in the ADHS Contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.
9. **Indemnification:** To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify and defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of, or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of the agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent act, errors, mistakes or omissions the Indemnitor may be liable).
10. **Termination:** This agreement shall terminate immediately and automatically upon the termination of the ADHS contracts for any reason. In addition, either party may terminate this agreement for any reason upon 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the subcontractor fails to cure any default in

performance within ten (10) days after delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS 38-511 (concerning conflicts of interest).

11. **Non-Assignment:** The subcontractor shall not assign any right or interest in the Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

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

For and on behalf of the Department:

Chairman, Board of Supervisors

Date

For and on behalf of the Department:

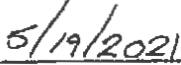
Apache County Health Director

Date

For and on behalf of the Department:

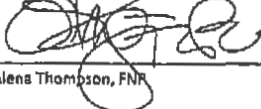


Attorney

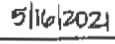


Date

Subcontractor:



Alena Thompson, FNR



Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: AMCarty 5/24/2021

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

Health Department: Request authorization to reimburse Kim Cole for relocation expenses in accordance with Apache County Human Resources Policy Manual Section 1.7.

BOS Meeting Date Requested: June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature [Signature]

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: Denielle Patterson for SueAn Stradling-Collins

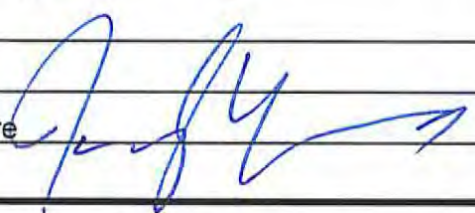
Describe in detail what you want to say to the Board and what action you want the Board to take: 5/24/21

Discussion and possible approval of a lease agreement between the Greer Community Facilities Association and the Apache County Library District from July 1, 2021 through June 30, 2022 at the rate of eight hundred sixty-three dollars and eighty-four cents (\$863.84) per month.

BOS Meeting Date Requested: **June 1, 2021**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Pros and Cons of continuing to lease the Greer Memorial Library from the Greer Community Facilities Association for \$863.84 per month.

The Board item reads:

Discussion and possible approval of a lease agreement between the Greer Community Facilities Association and the Apache County Library District from July 1, 2021 through June 30, 2022 at the rate of eight hundred sixty-three dollars and eighty-four cents (\$863.84) per month.

Pros

- Established location of the Greer Memorial Library
- Continued library services
- Continued good relations with the Greer community
- Monthly rent includes electricity, water, sewer, and heat
- This lease includes a CIP increase of \$14.44 a month, but the amount was budgeted for.

Cons

- No other available building in which to house a library
- Moving a library is not an easy task
- Loss of community trust

LEASE AGREEMENT

This lease agreement (herein after the "Agreement" is entered into, the _____ day of 2021 by and between:

Greer Community Facilities Association
P.O. Box 45
Greer, AZ 85927
Herein after referred to as the "Landlord"

and

Apache County Library District
P.O. Box 2760
St. Johns, AZ 85936
Herein after referred to as the "Tenant"

1 The Premises

- Landlord does hereby lease to Tenant and Tenant does hereby lease and take from Landlord the following property (herein after referred to as Premise):
- Approximately 1300 square feet of open floor space for library activities. The area will be used for the storage of books on shelving, a central monitoring/checkout/main desk area, and a pleasant seating/reading area. Some space will be devoted to reading table(s) where reference materials can be conveniently laid out, while patrons are using them. In addition to the listed activities, the premises may also be used for any activity or use related to the operation or administration of the library.
- These ancillary items are mentioned, not because the Landlord would need to provide any specific furniture, etc. but because that is how the space is to be utilized. County staff has and will obtain/erect/place the furnishings the library will use.
- Included within the 1300 square feet, a public restroom is provided.
- Included within the 1300 square feet, a small meeting room is provided. In addition, access (through the, use of a key) to a much larger conference room in the Community-Center will be provided for library functions. Non-library uses of this large conference room will be charged for at normal rates. Any access to this large conference room is to be scheduled in advance for times when it can be made available.
- The library, as well as the lavatory, is handicap-accessible.
- The Premise has floor conduits installed for computer network hook-up and for telephone/fax hook-up at the main desk area.
- The Premise has its own temperature control so that it can be independently heated apart from the rest of the building.

- The Premise entrance is keyed so that it can be effectively and securely locked when not in use. The master key system has strict guidelines on key-control. The tenant is responsible for complying with the master key-control procedure. The Premise has a ground-level entrance with handicap parking close-by.
- The Library District and Library Friends are responsible for repairs/maintenance and replacement of the carpet.
- All fire/safety devices are included as part of this public building.
- Adequate accessible electrical outlets are provided for the Premise.
- The Library will provide its own drop-box for the return of library books.

2 Lease Term

This lease agreement shall commence on July 1, 2021 and terminate on June 30, 2022.

3. Lease Extension

The parties may choose annually to extend this agreement upon such terms as may be agreed upon in writing and signed by the parties at the time of any such extension. The fiscal year for Apache County Library District is July 1 to June 30.

4. Lease Termination

Either party to this Lease may terminate this Lease by giving the other party ninety (90) days written notice addressed to the individual or contact designated in the lease or otherwise designated in writing and acknowledged by both parties. Landlord may automatically terminate this Lease upon (30) days notice to Tenant for Tenant's nonpayment of rent. The parties hereby acknowledge and agree to the applicability of A.R.S. § 38-511.

5. Purpose

The Tenant may use the Premises for a Branch of the Apache County Library District and for no other purpose.

6. Rent

Tenant shall pay to Landlord as Rent the Amount of

~~Eight Hundred Forty Nine dollars and Forty cents (\$849.40)~~ 

Eight Hundred Sixty Three dollars and Eighty Four cents (\$863.84)

payable (hereinafter the Rent), in advance without demand on or before the First day of each payment period at P.O. Box 45, Greer, AZ 85927, or at such other place as the parties might agree upon.

Late Fee: Rent payments received more than 10 days after the first of the month shall be assessed a 5% late fee and an additional late fee will continue to be assessed for each delinquent period on the first of each following month(s) until paid in full.

Landlord shall pay all general real estate and property taxes due during the Lease term on the Premises.

7. Assignment and Subleasing

The tenant shall not assign this Agreement, or sublease or grant any license to use the Premises part thereof without the prior written consent of the Landlord. Any assignment, sublease or license without the prior written consent of the Landlord or an assignment or subleasing by operation of law shall be absolutely null and void and, at the Landlord's option, shall terminate this Agreement.

8. Improvements and Repairs

Tenant shall make no alterations or improvements to the Premises without first obtaining the written consent of the Landlord. Any modifications to the building must adhere to current fire codes. The Landlord shall also be solely responsible for repairs or improvements to the structure and to the exterior of the building.

9. Insurance

If the Premises or any other part of the Building is damaged by fire or other casualty resulting from act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for all such repairs.

Landlord shall maintain fire and insurance coverage on the Building and the Premises in amounts as Landlord shall deem appropriate.

Tenant shall be responsible, at its expense, for insurance on all of its personal property, including any items the Tenant has brought into and/or installed on the Premise.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with premiums thereon fully paid on or before due date. Such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Each will name the other as an additional insured on their policy and furnish each other with proof of insurance.

Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

10. Utilities

Landlord will provide the following utilities water, electricity, sewer, heating and trash pickup. Tenant will be responsible for all its telephone and internet expenses and any other services which may be required.

11. Snow Services

Landlord will provide snow removal, which will include the parking lot, handicapped parking, front sidewalk and front porch.

12. Signs

Tenant may not erect any sign without permission of the Landlord.

13. Parking

Tenant is granted a non-exclusive right for use of the common parking areas of the building.

14. Building Rules.

Tenant will comply with rules adopted by the Landlord. Such rules are to be reasonable and submitted in writing.

15. Governing Law.

This lease is governed by the laws of the State of Arizona.

Signature  _____
Paul Polasky, Board President, Greer Community Facilities Association

Executed this date _____ of 2021

Signature _____
Apache County Library District

Pros and Cons of continuing to lease the Greer Memorial Library from the Greer Community Facilities Association for \$863.84 per month.

The Board item reads:

Discussion and possible approval of a lease agreement between the Greer Community Facilities Association and the Apache County Library District from July 1, 2021 through June 30, 2022 at the rate of eight hundred forty-nine dollars and forty cents (\$863.84) per month.

Pros

- Established location of the Greer Memorial Library
- Continued library services
- Continued good relations with the Greer community
- Monthly rent includes electricity, water, sewer, and heat
- This lease includes a CIP increase of \$14.44 a month, but the amount was budgeted for.

Cons

- No other available building in which to house a library
- Moving a library is not an easy task
- Loss of community trust

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 5-6-2021

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

Discussion and possible approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2021 through June 30, 2022 at the annual rate of \$50.

BOS Meeting Date Requested: **June 1, 2021**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Library District
Agenda Item for Board Meeting of June 1, 2021

Discussion and possible approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District from July 1, 2021 through June 30, 2022 at the annual rate of \$50.

This lease allows the Alpine Area Library Friends to continue to place a 8 x 10 foot shed on the Alpine Public Library grounds.

Pros

- Allows the Alpine Area Library Friends to store the materials for their annual quilt show. Part of the proceeds from the quilt show come back to the Alpine Library through donations the Friends make to the Library
- Continued good relations with the Alpine Area Friends of the Library who have helped the Library in numerous ways
- The shed is placed beside our shed and does not create an obstruction of any kind

Cons

- Asking them to remove the shed would be extremely costly to them. This would create hard feelings toward the District and possibly cause the Friends to discontinue as a 501c, and we would no longer have their support

LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Alpine Area Library Friends, Alpine, Arizona

LEASED PREMISES

In consideration of the covenants herein made, Lessor does lease to Lessee a portion of the Alpine Public Library grounds for the Alpine Area Library Friends to place an 8 x 10 foot shed next to the shed already placed on the property.

TERM

This lease shall be for a term of one (1) year commencing on the 1st day of July, 2021, and expiring on the 30th day of June, 2022.

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$50.00 per year, with payment to occur on or before the 1st day of August, 2020.

In the event of late payment (payment after the 10th of the month), the parties agree that a late fee of \$25.00 shall be added to the base rent.

BREACH

Lessee understands that any breach of these terms and conditions of this Lease may result in Lessee being evicted from the premises. In such a case, time is of the essence. Lessee agrees to vacate the premises upon receiving thirty (30) days advance written notice of eviction from the Lessor, should Lessee be responsible for breach of any of the terms and conditions set forth herein.

USE OF PREMISES

Lessee agrees to use the leased premises for the sole purpose of setting a storage shed to house supplies and materials for their annual quilt show. Lessee shall not substantially change from such purpose without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

Lessee may not sublease or assign this lease to any third party without the express written permission of the Lessor.

MAINTENANCE OF PREMISES

The Lessor acknowledges that Lessee owns said shed, and that Lessee shall, during the term of the tenancy, bear sole responsibility for maintaining the interior and exterior of said shed in good and sanitary order, condition and repair.

Lessee shall not make such alterations, additions, or improvements in such parts of the leased premises without the written permission of the Lessor. Lessee hereby waives the right to make repairs at the expense of the Lessor.

Notwithstanding the above provision regarding regular and routine maintenance, any damage to the Leased Premises which is the direct result of the conduct of the Lessee shall be the financial responsibility of the Lessee.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon thirty (30) days advance written notice.

The parties hereto also acknowledge that they are aware of the conflict of interest provisions contained in A.R.S § 38-511 and are further aware that this contract may be terminated under the conditions set forth by statute.

DESTRUCTION OF PREMISES

If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

INSURANCE

During the entire term of this Lease, the Lessee shall, at the Lessee's sole cost and expense, maintain a general liability insurance against claim of personal injury, death, or property damage occurring in, upon, or about the Leased Premises. A copy of said insurance policy shall be provided to Lessor upon request.

During the term of the Lease, Lessor shall maintain, at the Lessor's sole cost and expense, premises liability insurance to cover any potential liability for potential claims of personal injury that arise from incidents in the parking area or other common areas of the Lessor's property. A copy of said insurance policy shall be provided to Lessee upon request.

MEDIATION AND JURISDICTION

In the event of a dispute between the parties to this agreement, it is agreed that the parties will seek mediation of their dispute prior to bringing an action in Court. In the event the parties are unable to resolve their disputes in that forum, any lawsuits that arise out of this contract shall be litigated in the Courts of Apache County, Arizona.

ENTIRE AGREEMENT

This lease constitutes the entire agreement of the parties and no representations have been made by the parties other than those contained herein.


MODIFICATION

No modifications to the lease shall be binding on the parties unless in writing and signed by both Lessor and Lessee.

IN WITNESS WHEREOF the parties hereto have executed this Lease by proper person duly authorized to do so on the date designated below.

Executed this ____ day of _____, 2021, at Apache County, Arizona.

DR. JOE SHIRLEY, JR.
Chairman, Apache County Library Board



PAULETTE HUNT
President, Alpine Area Library Friends

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 5-6-2021

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

Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2021 through June 30, 2022 at the rate of \$25.00 per month.

BOS Meeting Date Requested: June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Handwritten Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Pros and Cons of continuing to rent office space to Vernon Domestic Water Improvement District in anterior portion of the Vernon Public Library building at \$25.00 per month.

The agenda item reads:

Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2021 through June 30, 2022 at the rate of \$25.00 per month.

Pros

- Providing office space for local businesses not otherwise available in the area (It seems to me that when the building was purchased by the Library District for a minimal amount, part of the plan was to hopefully offer space to be rented by entities in the Vernon area at a low cost.)
- Continued good relations with the Vernon community
- Greater security of the building in that people are in and out and aware of the surrounding space

Cons

- Chance of damage to building
- Wear on building
- Limited use of the building

LEASE AGREEMENT

Lessor: Apache County Library District, St. Johns, Arizona
Lessee: Vernon Domestic Water Improvement District, Vernon, Arizona

LEASED PREMISES

In consideration of the covenants herein made, Lessor does lease to Lessee a portion of the building formerly known as the old Vernon School, which portion includes the entrance and the office on the northeast side of the building, and shared use of the men's and women's restrooms on the following described property:

VERNON TOWNSITE LOTS 2 & 3 BLK 10, APN 106-44-020

TERM

This lease shall be for a term of one (1) year commencing on the 1st day of July, 2021, and expiring on the 30th day of June, 2022.

RENT

Lessee shall pay to the Lessor for the leased premises the sum of \$25.00 per month, with the first payment to occur on or before the 1st day of July, 2021. Thereafter, rent shall become due and payable on the first day of every month.

In the event of late payment (payment after the 10th of the month), the parties agree that a late fee of \$25.00 shall be added to the base rent.

BREACH

Lessee understands that any breach of these terms and conditions of this Lease may result in Lessee being evicted from the premises. In such a case, time is of the essence. Lessee agrees to vacate the premises upon receiving thirty (30) days advance written notice of eviction from the Lessor, should Lessee be responsible for breach of any of the terms and conditions set forth herein.

USE OF PREMISES

Lessee agrees to use the leased premises for the purpose of establishing an office for the Vernon Domestic Water Improvement District to conduct business and hold meetings. Lessee shall not substantially change from such type of business operations without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

Lessee may not sublease or assign this lease to any third party without the express written permission of the Lessor.

INSPECTION OF PREMISES

From time to time during the existence of this Lease, Lessor shall have the right, at a reasonable time and upon reasonable notice to the Lessee and without interfering with the business of the Lessee, to enter and show the Leased Premises to any prospective buyer, mortgagees, or potential Lessees.

MAINTENANCE OF PREMISES

Lessee shall, during the term of the tenancy, maintain the interior of said premises in good and sanitary order, condition and repair; Lessor shall provide routine maintenance of the hallway, restrooms and grounds.

Lessee shall not make such alterations, additions, or improvements in such parts of the leased premises without the written permission of the Lessor. Lessee shall inform the Lessor in the event the leased premises needs regular or routine maintenance and the Lessor shall assume all costs associated with those necessary repairs. Lessee hereby waives the right to make repairs at the expense of the Lessor.

Notwithstanding the above provision regarding regular and routine maintenance, any damage to the Leased Premises which is the direct result of the conduct of the Lessee shall be the financial responsibility of the Lessee.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon thirty (30) days advance written notice.

The parties hereto also acknowledge that they are aware of the conflict of interest provisions contained in A.R.S § 38-511 and are further aware that this contract may be terminated under the conditions set forth by statute.

DESTRUCTION OF PREMISES

If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

UTILITIES

Lessor shall be liable for electricity, gas, and water utility expenses associated with the leased premises. Lessee shall assume responsibility for telephone, internet, and garbage collection.

SIGNAGE

Lessee shall be allowed to place reasonable signage on the exterior of the building which designates the names of the Lessee. However, no signage may be placed on the building which would permanently alter the exterior appearance of the building, and the Library District reserves the right to approve any signage before it is permanently affixed.

INSURANCE

During the entire term of this Lease, the Lessee shall, at the Lessee's sole cost and expense, maintain a general liability insurance against claim of personal injury, death, or property damage occurring in, upon, or about the Leased Premises. A copy of said insurance policy shall be provided to Lessor upon request.

During the term of the Lease, Lessor shall maintain, at the Lessor's sole cost and expense, premises liability insurance to cover any potential liability for potential claims of personal injury that arise from incidents in the parking area or other common areas of the Lessor's property. A copy of said insurance policy shall be provided to Lessee upon request.

MEDIATION AND JURISDICTION

In the event of a dispute between the parties to this agreement, it is agreed that the parties will seek mediation of their dispute prior to bringing an action in Court. In the event the parties are unable to resolve their disputes in that forum, any lawsuits that arise out of this contract shall be litigated in the Courts of Apache County, Arizona.

ENTIRE AGREEMENT

This lease constitutes the entire agreement of the parties and no representations have been made by the parties other than those contained herein.

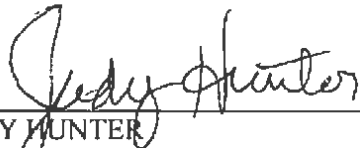
MODIFICATION

No modifications to the lease shall be binding on the parties unless in writing and signed by both Lessor and Lessee.

IN WITNESS WHEREOF the parties hereto have executed this Lease by proper person duly authorized to do so on the date designated below.

Executed this ____ day of _____, 2021, at Apache County, Arizona.

DR. JOE SHIRLEY, JR.
Chairman, Apache County Library Board



JUDY HUNTER
President, Vernon Domestic Water
Improvement District Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 5-6-2021

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

Discussion and possible approval of social media policies for patrons and staff of the Apache County Library District.

BOS Meeting Date Requested: **June 1, 2021**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Handwritten Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Apache County Library District
Agenda Item for Board Meeting of June 1, 2021

Discussion and possible approval of social media polices for patrons and staff of the Apache County Library District.

Pros

- Provide consistent guidelines to Library District Staff members on the acceptable use and management of Social Media library accounts
- Having a public social media policy clearing stating content that could be removed or blocked, accompanied with an appeal process should we need to remove an inappropriate post, covers possible Free Speech arguments that might arise.

Cons

- Not having a staff policy in place creates inconsistencies in the way Library District social media accounts are utilized, and in the content that is posted thereon
- Not having a policy for the public concerning acceptable ways of interacting on Library District social media accounts leaves staff with no basis or backup should they need to block a user or remove inappropriate content

APACHE COUNTY LIBRARY DISTRICT

Where communities are the heart of our libraries.

Apache County Library District Social Media Policy

Intent

Apache County Library District uses Social Media to inform library users about services, programs, online resources, and library materials, as well as community information and events.

Purpose

The purpose of the social media policy is to ensure effective and safe promotion of our library services, resources, programs, and community information to the public. These guidelines also address our responsibilities relating to public records, protection of free speech, and information privacy and security—all very important issues and unique to government entities utilizing the medium of social networking.

Definition/List of sites:

Social Media includes, but is not limited to Facebook, Instagram, YouTube, Twitter, blogs, and other similar sites. Any platform that people can use to create “community” online by publishing, conversing, and sharing information.

Acceptable Use of Social Media

The Policy is created on the foundation that the best and most suitable Apache County Libraries uses of social media tools generally fall into these categories:

- As channels for disseminating time-sensitive information, such as emergency notifications as quickly and broadly as possible
- As marketing/promotional channels that increase the Library District’s ability to share its message and resources with the broadest possible audience
- As a customer service and feedback resource
- As an online channel for services provided face-to-face

Libraries should consider using social media channels to distribute the following classes of information:

- Library Resources/links to online resources
- Highlighting materials within the library
- Programs/Events
- Employment
- Emergency information
- Public Service Announcements
- Local/Community news, information, and announcements
- Customer service/feedback/answer questions

Posts should be positive in tone and should reflect the values and viewpoint of the library rather than personal opinions. Assigned staff need to be consistent in posting AND monitoring the posts for comments, questions, feedback. Please answer/respond to these posts as quickly as possible. Complaints or negative comments should not be deleted but should be engaged like any other patron complaint. Staff may move the discussion to a private venue such as chat or messaging. If a library deems any comments inappropriate, they must confer with the Library Director before removing them from Facebook. If the decision is made to remove a comment the library must retain a copy of what was removed.

Procedural Guidelines

For security Social Media accounts should be logged out of each time a staff member completes a post. Do not remain logged in and do not have your browser remember the password. Log in only to create posts and then log back out. Records of all related accounts: usernames and passwords shall be kept up to date at the district office, remember to update that information as passwords change. Social media passwords should be changed quarterly and be complex passwords. Do not use the address, phone number or name of the library in the password. The goal is to create passwords that are not easily guessed by hackers.

Each library manager should designate one (1) staff member for their social media accounts/posts. Posts should be reviewed for correctness and appropriateness by the manager before being posted. If the manager is the social media person, please have another staff member review for errors and spelling. The assigned staff member will also be responsible for monitoring content and any feedback on Facebook and respond as appropriate in a timely manner, or have the manager respond if needed.

Content needs to be monitored to assure that it is:

- Accurate
- Spelled properly/proper use of grammar
- Timely
- Applicable to a wide audience
- Useful or actionable

- Easy to read and understand
- Related to current library or community events and services and matches the same type of services that the libraries provide when face to face.

Apache County Library District social media sites are subject to the State of Arizona public records laws. Any content maintained in a social media format that is related to County or Library business, including a list of subscribers, and posted communication, is a public record. In short, whatever the libraries post on their social media sites is considered a public record.

State law regarding retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the library maintaining the site shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a county server in a format that preserves the integrity of the original record and is easily accessible.

Regarding Apache County Library District social media sites, articles and comments containing any of the following forms of content shall not be allowed:

- Comments in support or opposition to political campaigns or ballot measures
- Profane language or conduct
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
- Sexual content or links to sexual content
- Solicitations of commerce
- Content that reveals private, personal information without permission
- Photographs that do not conform to the Library District's Photo Permission Policy
- Conduct of or encouragement of illegal activity
- Information that may tend to compromise the safety or security of the public or public systems
- Content that violates a legal ownership interest of any other party (copyright, etc.)

One important goal of social media use is that the posts be spread by other users to their followers and friends. Assigned staff and manager should keep track of the stats on social media and observe what messages are passed along the most, or have the most clicks and interaction and consider what makes them appealing in order to formulate content that is relevant and increases the reach of library social media accounts to the broadest audience possible.

APACHE COUNTY LIBRARY DISTRICT

Where communities are the heart of our libraries.

Apache County Library District Social Media Community Guidelines and Appeal Process

Intent

Apache County Library District uses Social Media to inform library users about services, programs, online resources, and library materials, as well as community information and events, while engaging in constructive and productive conversations through a limited public forum.

Community Guidelines

By choosing to comment or post on the Library District's social media accounts you agree that we reserve the right to remove content and/or block you from the page if your posts are deemed inappropriate due to the following:

- Profane or vulgar language or content
- Content that degrades others on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
- Threatening or harassing posts
- Personal attacks against other public users of library social media including staff members
- False information that causes harm to an individual or organization
- Sexual content or links to sexual content
- Content that reveals private, personal information without permission (doxing)
- Inappropriate photographs, including but not limited to: photos involving alcohol, nudity, and scenes of graphic violence
- Conduct or encouragement of illegal activity
- Information that may tend to compromise the safety or security of the public or public systems
- Copyright, trademark, and intellectual property violations
- Solicitations for commerce or fundraising

We want to hear from you and appreciate your adherence to these guidelines.

May 12, 2021

If you violate one or more of these guidelines, your content may be removed, and you may be blocked from further participation on our pages. If this happens, you have the right to appeal the decision with the Library Administration Office by following the Social Media Appeal process listed next.

Appeal Process

Participants of Library District Social Media who have had their content deleted or have been prohibited from participating on a Library social media page may submit a formal petition to the Apache County Library District Director's office to have the decision reviewed. To do this, the participant must do the following:

- Submit in writing via email or traditional mail an explanation as to why their content does not violate the Library District Social Media Community Guidelines
- Email petitions should be sent to: scollins@co.apache.az.us
- Mailed petitions should be addressed to:

**SueAn Stradling-Collins, Director
Apache County Library District
PO Box 2760
St. Johns, AZ 85936**

Upon receipt, the director will review the appeal and provide a response via email or traditional mail within 5-7 business days. The director may confer with other library staff, including the County attorney's office, before making a final decision.

If the appeal is upheld, the participant will have to repost the deleted content.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

14/1
Budgets
date/time 5/20/21

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

Finance

Date/Signature: [Signature] 5/20/2021

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

Following a public hearing, discussion and possible adoption of the 2021-2022 Tentative budget for Apache County. A copy of the proposed Tentative budget is available online at www.apachecountyaz.gov or in the County Manager's Office. Special Districts

BOS Meeting Date Requested June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [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
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Schedule G—Full-Time Employees and Personnel Compensation

APACHE COUNTY
Tax Levy and Tax Rate Information
Fiscal Year 2022

	2021	2022
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,956,574</u>	\$ <u>3,067,642</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>2,956,574</u>	\$ <u>3,007,672</u>
B. Secondary property taxes		
County Library	\$ <u>1,471,727</u>	\$ <u>1,497,307</u>
Public Health District	<u>1,171,384</u>	<u>1,191,655</u>
Jail District	<u>937,108</u>	<u>953,227</u>
Juvenile Jail District	<u>468,554</u>	<u>476,856</u>
Junior College Tuition	<u>2,304,347</u>	<u>2,539,038</u>
Post Secondary Education	<u>702,831</u>	<u>730,276</u>
Flood Control District	<u>163,887</u>	<u>164,545</u>
Libraries Construction Bond	<u>521,500</u>	
Fire District Assistance	<u>429,195</u>	<u>443,002</u>
Total secondary property taxes	\$ <u>8,170,533</u>	\$ <u>7,995,906</u>
C. Total property tax levy amounts	\$ <u>11,127,107</u>	\$ <u>11,003,578</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>2,867,877</u>	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ <u>2,867,877</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>7,925,417</u>	
(2) Prior years' levies	<u>134,574</u>	
(3) Total secondary property taxes	\$ <u>8,059,991</u>	
C. Total property taxes collected	\$ <u>10,927,868</u>	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	<u>0.6310</u>	<u>0.6219</u>
(2) Secondary property tax rate		
County Library	<u>0.3141</u>	<u>0.3096</u>
Public Health District	<u>0.2500</u>	<u>0.2464</u>
Jail District	<u>0.2000</u>	<u>0.1971</u>
Juvenile Jail District	<u>0.1000</u>	<u>0.0986</u>
Junior College Tuition	<u>0.4918</u>	<u>0.5250</u>
Post Secondary Education	<u>0.1500</u>	<u>0.1510</u>
Flood Control District	<u>0.0892</u>	<u>0.0860</u>
Libraires Construction Bond	<u>0.1113</u>	<u>0.0000</u>
Fire District Assistance	<u>0.0916</u>	<u>0.0916</u>
(3) Total county tax rate	<u>2.4290</u>	<u>2.3272</u>
B. Special assessment district tax rates		
Secondary property tax rates	_____	_____

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2022

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
GENERAL FUND	2021	2021	2022
Taxes			
Interest on Delinquent Taxes	\$ 180,000	\$ 10,000	\$ 180,000
SRP Auto Lieu	8,000	21,235	8,000
Prior Year's Taxes	60,000		60,000
Licenses and permits			
Business Licenses	500	-	500
Variance Permits	2,000	1,900	2,000
Building Permits	80,000	86,000	80,000
Flood Plain Review	1,000	1,000	1,000
Subdivision Fees	500	-	500
Minor Division Fees	5,000	5,825	5,000
Intergovernmental			
Federal PILT	1,978,000	1,900,856	2,013,000
State Reimb. JP Salaries	42,400	41,113	42,400
VLT Auto Lieu	606,600	727,804	606,600
State Shared Revenue	5,100,000	6,563,166	6,000,000
County Excise Tax	1,113,000	1,193,139	1,113,000
Lottery	550,050	550,050	550,050
Liquor License	1,500	591	1,500
Charges for Magistrate	70,000	65,516	70,000
Charges for Services	258,842	129,264	258,842
St. in Lieu of Tax	2,056	1,402	2,056
Charges for services			
Recorder	60,000	167,146	60,000
Election Charges	100,000	36,775	100,000
Other Service Fees	-	41,488	
Fines and forfeits			
Defensive Driving	80,000	73,947	80,000
JP Surcharge	34,000	26,803	34,000
JP Puerco	200,000	111,948	200,000
JP Round Valley	80,000	47,731	80,000
JP St. Johns	15,000	10,555	15,000
JP Chinle	25,000	7,955	25,000
Clerk of the Court	50,000	36,953	50,000
Fines	1,000	-	1,000
Unclaimed/Forfeited Bonds	1,000	-	1,000
Investments			
Interest Earnings	20,000	37,436	20,000
Rents, royalties, and commissions			
Rents	35,000	37,436	45,000
Contributions			
Salt River Project - Primary	1,231,133	1,210,456	1,264,354
Miscellaneous			
Vending Machine Fees	600	-	600
Puerco Constable Fees	1,000	1,318	1,000
St. Johns Constable Fees	500	2,503	500
RV Constable Fees	3,000	864	3,000
BOS Land Sales	5,000	-	5,000
Auction Proceeds	10,000	13,684	10,000
School SIT Grant	120,000	-	120,000
Other	351,000	231,095	351,000
Total General Fund	\$ 12,482,661	\$ 13,395,056	\$ 13,460,902

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2022

SOURCE OF REVENUES	ESTIMATED	ACTUAL	ESTIMATED
	REVENUES	REVENUES*	REVENUES
	2021	2021	2022
SPECIAL REVENUE FUNDS			
Road Fund			
Highway User Revenue Funds	\$ 6,620,000	\$ 7,874,881	\$ 8,600,000
VLT Auto Lieu	2,348,000	2,692,702	3,000,000
Other Road Fund Revenues	828,186	7,880	907,073
Miscellaneous	1,000,000	-	2,779,861
Total	\$ 10,792,186	\$ 10,575,263	\$ 15,286,934
Library District Fund			
Preceding Year's R.E. Taxes	\$ 40,000	\$ 37,759	\$ 40,000
E-Rate	70,000	41,054	70,000
State Grant	25,000	25,000	25,000
SRP Contribution	612,835	640,118	612,635
Other Service Fees	11,350	12,567	11,350
Fees/Fines	4,500	5,915	4,500
Donations	40,000	5,249	40,000
Other Miscellaneous	600	6,973	600
Interest Earning	4,000	6,257	4,000
Total	\$ 808,285	\$ 780,891	\$ 808,285
Jail District			
Preceding Year's R.E. Taxes	\$ 25,000	\$ 24,633	\$ 25,000
Inmate Housing	500,000	7,643	500,000
Rural County Subsidy	699,000	699,000	699,000
Salt River Project	380,216	412,953	380,216
Total	\$ 1,614,216	\$ 1,144,229	\$ 1,614,216
Juvenile Jail District			
Preceding Year's R.E. Taxes	\$ 12,000	\$ 11,018	\$ 12,000
Salt River Project	195,108	185,580	195,108
Juvenile Jail District Housing	500	-	500
Interest Earnings	800	-	800
Total	\$ 208,408	\$ 195,598	\$ 208,408
Junior College			
Preceding Year's R.E. Taxes	30,000	36,574	30,000
State Tuition Assistance	-	-	-
Salt River Project	959,492	775,838	959,492
Total	\$ 989,492	\$ 812,412	\$ 989,492
Post Secondary Education			
Preceding Year's R.E. Taxes	15,000	16,931	15,000
Salt River Project	292,662	289,646	292,662
Total	\$ 307,662	\$ 306,577	\$ 307,662
Flood Control			
SRP	\$ 19,706	\$ 18,005	\$ 19,706
Preceding Year's R.E. Taxes	4,000	7,880	4,000
Total	\$ 23,706	\$ 25,665	\$ 23,706
Fire District Assistance			
SRP	\$ 178,719	\$ 170,477	\$ 178,719
Total	\$ 178,719	\$ 170,477	\$ 178,719
Health District			
SRP	487,770	517,225	487,770
Tuberculosis	12,500	12,825	13,248
MCH	50,000	70,591	-
GOHS Health	8,733	-	11,847
Vital Records	68,000	61,733	54,000
STD Prevention	-	5,674	-
Teen Pregnancy Prevention	187,420	149,936	186,880
AZ Nutrition Network	70,000	63,512	70,000
Immunizations	54,000	67,019	778,931
Immunization Fees	78,000	57,767	75,000
Public Fiduciary	8,000	5,800	15,000
Tobacco Prevention	185,000	185,000	185,000
Smoke-Free AZ	70,859	74,588	67,316
WIC	91,050	89,050	97,500
MCHFP	43,087	17,648	91,587
Health Start	119,000	121,071	119,000
Bioterrorism,(PHEP)	212,865	190,100	212,865
COVID19 CTC	-	-	448,000
Environmental Fees - ADHS	32,000	27,836	32,000
Septic Certification ADEQ	34,000	28,515	53,000
Future Grants	100,000	100,000	2,000,000
Total	\$ 1,912,284	\$ 1,845,989	\$ 4,988,944

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2022

SOURCE OF REVENUES	ESTIMATED	ACTUAL	ESTIMATED
	REVENUES	REVENUES*	REVENUES
	2021	2021	2022
Other Funds			
HAVA	1,000	252	1,000
Limestone Pit	250,000	226,815	250,000
Other Agency Projects	2,000,000	-	2,000,000
Forest Thinning EECO	200,000	17,435	200,000
Transit Funds	20,000	858	20,000
Misc. Revenue	2,300,000	-	2,300,000
Attorney Grants	1,000	-	1,000
Sheriff's Grants	1,557,500	55,000	1,557,500
Forest Fees	571,150	595,196	530,600
Emergency Management	346,361	217,574	346,361
Misc. Grant Funds	7,055,552	-	20,000,000
Juvenile High Risk Court	64,563	48,666	64,563
Extra Juvenile Diversion Fees	100	33	100
Criminal Justice, Attorney	120,000	118,618	120,000
RICO, State & Other	50,000	54,467	50,000
Norviel Decree	21,400	10,997	21,400
DP Services, Schools	389,207	389,207	389,207
Local Court Automation	70,000	19,359	70,000
Jail Enhancement	150,000	150,000	150,000
State Aid to Probation	142,004	125,352	142,004
Family Counseling	12,495	12,898	12,495
SCET/Attorney	92,114	92,114	92,114
Adult Probation Services	163,174	119,616	163,174
CASA	52,870	56,900	52,870
Adult IPS	330,616	241,552	330,616
JCRF	25,000	-	25,000
Juvenile Treatment Services	102,945	117,123	102,945
Juvenile Probation Services	20,000	890	20,000
JIPS	72,761	63,970	72,761
Recorder's Surcharge	25,000	29,652	25,000
Diversion Fees	1,268	487	1,268
Adult Probation Enhancement	365,668	279,461	365,668
SCET/Sheriff	304,271	253,517	304,271
Victim's Compensation	31,731	38,626	31,731
Superior CT, Docket Storage	6,000	5,273	6,000
Victim's Assistance/Rights	30,017	2,750	30,017
VOCA	47,690	23,131	47,690
Bad Check Prosecution	-	1,947	-
Detention Equalization	30,000	479	30,000
Victim's Comp - Restitution	5,000	4,981	5,000
Jail Services	150,000	131,850	150,000
Field Trainer	30,199	25,000	30,199
Extra Adult Probation Fees	500	330	500
Extra Juvenile Probation Fees	125	86	125
Drug Treatment & Ed	11,397	12,179	11,397
Diversion Intake	33,269	22,112	33,269
Diversion Consequence	36,260	28,320	36,260
Drug Testing	34,129	23,542	34,129
Case Processing Assistance	9,313	10,340	9,313
JCEF	50,000	63	50,000
Community Punishment	40,344	49,281	40,344
Prosecution Recovery	30,000	30,469	30,000
Fill the Gap, Attorney	5,000	6,152	5,000
Fill The Gap, Courts	205,658	54,106	205,658
Fill The Gap, Indigent Defense	10,000	-	10,000
Fill The Gap, Court Administration	15,000	15,000	15,000
Prosecution Recovery Sup Ct.	50,000	8,111	50,000
Prosecution Recovery COC	57,000	11,995	57,000
Attorney Diversion	180,000	149,257	180,000
Cinder Pit	30,000	189	30,000
CDBG	300,000	300,000	300,000
Waste Tire Disposal	125,000	113,012	125,000
Total	\$ 18,431,651	\$ 4,366,381	\$ 31,335,549
Total Special Revenue Funds	\$ 35,268,809	\$ 20,224,482	\$ 55,751,915

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2022

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2021	2021	2022
DEBT SERVICE FUNDS			
Library District GOB			
SRP	\$ 210,000	\$ 252,613	\$
Total Debt Service Funds	\$ 210,000	\$ 252,613	\$
CAPITAL PROJECTS FUNDS			
	\$	\$	\$
	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$
PERMANENT FUNDS			
	\$	\$	\$
Total Permanent Funds	\$	\$	\$
ENTERPRISE FUNDS			
	\$	\$	\$
Total Enterprise Funds	\$	\$	\$
TOTAL ALL FUNDS	\$ 47,959,289	\$ 33,872,152	\$ 69,212,817

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

APACHE COUNTY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2022

FUND	OTHER FINANCING		INTERFUND TRANSFERS	
	2022	2022	2022	2022
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
County Library District	\$	\$	\$ 628,889	\$
Road Fund			951,154	
Public Health District			428,559	105,688
Post Secondary Education			107,128	
Junior College			548,570	
Emergency Management Match				40,420
Flood District			150,173	
SCET/Sheriff - Match				49,202
Victim's Assistance/Rights Match				4,583
Family Counseling				3,271
Drug Testing				3,503
Juvenile Jail District			127,001	378,207
Jail District				1,139,148
Total General Fund	\$	\$	\$ 2,941,474	\$ 1,724,022
SPECIAL REVENUE FUNDS				
County Library District	\$	\$	\$	\$ 628,889
Road Fund				1,388,154
Limestone Pit			250,000	
Public Health District			105,688	428,559
GIS			165,000	
Post Secondary Education				107,128
Junior College				548,570
Flood District				150,173
Emergency Management Match			40,420	
SCET/Sheriff - Match			49,202	
Victim's Assistance/Rights Match			4,583	
Family Counseling			3,271	
Drug Testing			3,503	
Jail District			1,139,148	
Juvenile Jail District			378,207	127,001
Special Roads				
Total Special Revenue Funds	\$	\$	\$ 2,139,022	\$ 3,356,474
DEBT SERVICE FUNDS				
Loans	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS				
	\$	\$	\$	\$
Total Capital Projects Funds	\$	\$	\$	\$
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
	\$	\$	\$	\$
Total Enterprise Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 5,080,496	\$ 5,080,496

APACHE COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2022

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2021	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2021	ACTUAL EXPENDITURES/ EXPENSES* 2021	BUDGETED EXPENDITURES/ EXPENSES 2022
GENERAL FUND				
Assessor	\$ 714,985	-	\$ 672,806	\$ 752,094
Attorney	1,153,131	-	1,094,124	1,281,220
Administration	2,057,811	-	1,898,007	2,183,553
District #1	236,883	-	235,627	236,883
District #2	236,883	-	208,813	236,883
District #3	236,883	-	249,350	236,883
Clerk of the Court	591,511	-	548,639	609,123
Constable Puerco	92,025	-	92,315	81,938
Constable St. Johns	23,114	-	15,863	23,116
Constable Round Valley	37,826	-	34,796	37,826
Contingencies	3,916,190	-	431,447	4,189,620
Data Processing	496,239	-	484,381	536,681
IT Capital Imp. & Software Maintenance	1,000,000	-	354,901	1,000,000
Elections	446,137	-	469,907	336,047
Ground & Maintenance	895,504	-	843,760	973,806
J.P. Chinle	174,502	-	148,372	177,130
J.P. Puerco	343,764	-	337,424	352,258
J.P. St. Johns	231,763	-	221,365	238,669
SJ Magistrate	37,681	-	35,204	39,089
J.P. Round Valley	320,905	-	306,752	330,218
Springerville Magistrate	7,675	-	8,081	7,675
Communication Specialist	95,514	-	95,382	153,997
Economic Development	-	-	-	125,320
Community Development	394,457	-	385,288	350,153
Recorder	554,230	-	543,175	571,345
Superior Court	492,791	-	442,099	505,920
Public Defenders	427,500	-	487,588	427,500
Jury Fees & Expenses	109,797	-	92,472	111,373
Jury Trial Costs	19,869	-	-	19,869
Treasurer	496,847	-	494,586	509,725
Probation/Adult	277,973	-	292,452	284,212
Probation/Juvenile	210,872	-	222,200	216,333
Sheriff	3,483,404	-	3,410,522	3,538,007
Dispatch Services	609,134	-	528,974	621,404
AHCCCS/ALTCS	469,520	-	469,520	469,520
Vehicle Replacement	300,000	-	261,313	300,000
School Superintendent	354,517	-	353,888	390,636
School SIT Grant	120,000	-	-	120,000
Gaming Compact	100,000	-	-	100,000
Total General Fund	\$ 21,767,837	\$ -	\$ 16,751,396	\$ 22,686,026

SPECIAL REVENUE FUNDS

Law Library	\$ 15,500	\$ -	\$ 16,439	\$ 15,500
HAVA	4,000	-	19,008	4,000
Roads				
Engineer	648,874	-	582,217	758,874
District #1	1,751,012	-	1,375,548	2,189,113
Carryover Reserve, District #1	1,136,067	-	634,602	876,929
District #2	1,751,012	-	1,325,923	2,189,113
Carryover Reserve, District #2	692,108	-	507,556	609,641
District #3	2,305,406	-	2,305,406	3,112,928
Carryover Reserve, District #3	759,234	-	712,440	600,000
HURF Support	184,541	-	122,729	184,541
Aviation	110,000	-	119,873	110,000
Liability Insurance	273,000	-	326,792	330,000
Contingency	1,448,309	-	427,843	3,000,000
Other Expenditures	268,326	-	-	268,326
RAC Grant	150,000	-	-	150,000
Forest Thinning - EECO	200,000	-	39,440	200,000
Limestone Pit	500,000	-	658,321	500,000
GIS	145,445	-	105,873	145,445
Other Agency Projects	2,000,000	-	-	2,000,000
Transit Funds	20,000	-	-	20,000
Misc Revenue	2,300,000	-	212,444	2,300,000
Victim's Interest Fund	-	-	-	-
Sheriff's Grants	1,557,500	-	17,252	1,557,500
Forest Fees	571,150	-	558,547	530,600
Emergency Management	346,361	-	581,257	346,361
Misc Grant Funds	7,055,552	-	7,055,552	20,000,000
Juvenile High Risk Court	64,583	-	59,881	64,583
Extra Juvenile Diversion	100	-	-	100
Criminal Justice, Attorney	97,285	-	102,217	97,265
RICO, State & Other	50,000	-	80,897	50,000
Norviel Degree	22,600	-	12,234	22,600
DP Services, Schools	406,160	-	389,207	406,160
Local Court Automation	21,268	-	24,197	21,268
Jail Enhancement	200,000	-	235,038	200,000
State Aid To Probation	153,828	-	148,955	153,828
Family Counseling	12,475	-	6,865	12,475
SCET/Attorney	92,663	-	90,928	92,663
Adult Probation Fees	123,592	-	94,278	123,592
CASA	52,800	-	42,620	52,800
Adult Intens. Supervision	330,462	-	348,418	330,462
JCRF	25,000	-	-	25,000
Juvenile Treatment Services	102,949	-	103,908	102,949
Juv. Probation Fees	5,000	-	1,751	5,000
J.I.P.S.	72,766	-	75,234	72,766
Recorder's Sur-Charge	40,000	-	27,493	40,000
Diversion Fees, Juv Probation	10,000	-	-	10,000
Adult Prob. Enhancement	367,426	-	327,269	367,426
SCET/Sheriff	311,823	-	311,426	311,823
Victim's Compensation	31,731	-	57,371	31,731
S. Court Docket Storage	11,000	-	12,293	11,000
Victim's Assist./Rights	29,548	-	22,253	29,548
VOCA, Attorney	80,862	-	53,910	80,862
Detention Equalization	30,000	-	-	30,000
Jail Services	150,000	-	113,584	150,000
Field Trainer	30,200	-	28,880	30,200
Extra Adult Probation Fees	500	-	-	500
Extra Juvenile Probation Fees	100	-	-	100
Drug Treatment & Education	11,907	-	14,546	11,907
Diversion Intake - Probation	33,269	-	36,922	33,269
Diversion Consequence	41,362	-	39,653	41,362
Drug Testing	50,245	-	41,449	50,245
Case Processing Assistance	5,388	-	14,081	5,388
JCEF	90,000	-	-	90,000
Community Punishment	40,344	-	51,659	40,344
Fill The Gap, Courts	106,717	-	140,592	106,717
Fill The Gap, Indigent Defense	10,000	-	-	10,000

Fill The Gap, Court Administration	15,000	-	11,270	15,000
Prosecution Recovery Sup Ct.	50,000	-	-	50,000
Prosecution Recovery COC	101,270	-	2,130	101,270
Attorney Diversion	180,000	-	105,908	180,000
Cinder Pit	30,000	-	-	30,000
Waste Tire Disposal	125,000	-	86,149	125,000
Special Road Projects	-	-	-	-
CDBG	300,000	-	28,115	300,000
County Library	2,136,537	-	1,699,978	2,109,846
Public Health District	3,414,312	-	2,942,108	6,517,389
Jail District	2,000,000	-	2,744,369	2,000,000
Inmate Housing	500,000	-	-	500,000
Juvenile Jail District	1,091,663	-	1,091,663	1,091,663
Junior College Tuition	2,908,500	-	2,908,500	2,908,500
Post Secondary Education	1,066,128	-	821,991	1,066,128
Flood Control	150,173	-	90,419	150,173
Fire District Assistance	607,914	-	572,100	607,914
Total Special Revenue Funds	\$ 44,185,806	\$ -	\$ 33,919,569	\$ 63,067,666
DEBT SERVICE FUNDS				
Library District GOB	731,500	-	731,500	-
Total Debt Service Funds	\$ 731,500	\$ -	\$ 731,500	\$ -
CAPITAL PROJECTS FUNDS				
	\$ -	\$ -	\$ -	\$ -
Total Capital Projects Funds	\$ -	\$ -	\$ -	\$ -
PERMANENT FUNDS				
	\$ -	\$ -	\$ -	\$ -
Total Permanent Funds	\$ -	\$ -	\$ -	\$ -
ENTERPRISE FUNDS				
	\$ -	\$ -	\$ -	\$ -
Total Enterprise Funds	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FUNDS	\$ 66,685,143	\$ -	\$ 51,402,465	\$ 85,753,692

APACHE COUNTY
Expenditures/Expenses by Department
Fiscal Year 2022

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2021	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2021	ACTUAL EXPENDITURES/ EXPENSES* 2021	BUDGETED EXPENDITURES/ EXPENSES 2022
ASSESSOR				
General Fund	\$ 714,985	\$ -	\$ 672,806	\$ 752,094
Department Total	\$ 714,985	\$ -	\$ 672,806	\$ 752,094
ATTORNEY				
General Fund	\$ 1,153,131	\$ -	\$ 1,094,124	\$ 1,281,220
Victim's Interest Fund	-	-	-	-
Criminal Justice, Attorney	97,265	-	102,217	97,265
RICO, State & Other	50,000	-	80,897	50,000
SCET/Attorney	92,663	-	90,928	92,663
Victim's Compensation	31,731	-	57,371	31,731
Victim's Assistance / Rights	29,548	-	22,253	29,548
VOCA, Attorney	80,862	-	53,910	80,862
Attorney Diversion	180,000	-	105,908	180,000
Department Total	\$ 1,715,200	\$ -	\$ 1,607,608	\$ 1,843,289
BOARD OF SUPERVISORS:				
General Fund	\$ 1,110,649	\$ -	\$ 955,103	\$ 1,110,649
Department Total	\$ 1,110,649	\$ -	\$ 955,103	\$ 1,110,649
COUNTY MANAGER:				
General Fund	\$ 2,057,811	\$ -	\$ 1,898,007	\$ 2,183,553
General Fund - Contingencies	3,916,190	-	431,447	4,189,620
Misc Revenue	2,300,000	-	212,444	2,300,000
Forest Fees	571,150	-	558,547	530,600
AZCares Fund	7,055,552	-	7,055,552	20,000,000
Junior College Tuition Reimbursement	2,908,500	-	2,908,500	2,908,500
Post Secondary Education	1,066,128	-	821,991	1,066,128
Waste Tire Disposal	125,000	-	86,149	125,000
CDBG	300,000	-	28,115	300,000
Fire District Assistance	607,914	-	572,100	607,914
Department Total	\$ 20,908,245	\$ -	\$ 14,572,852	\$ 34,211,315
CLERK OF THE COURT				
General Fund	\$ 591,511	\$ -	\$ 548,639	\$ 609,123
Local Court Automation	21,268	-	24,197	21,268
S. Court Docket Storage	11,000	-	12,293	11,000
JCEF	90,000	-	-	90,000
Prosecution Recovery COC	101,270	-	2,130	101,270
Department Total	\$ 815,049	\$ -	\$ 587,259	\$ 832,661
CONSTABLES:				
General Fund	\$ 152,965	\$ -	\$ 142,975	\$ 152,880
Department Total	\$ 152,965	\$ -	\$ 142,975	\$ 152,880

DATA PROCESSING:

General Fund	\$ 1,496,239	\$ -	\$ 839,282	\$ 1,536,681
DP Services, Schools	406,160	-	389,207	406,160
Department Total	\$ 1,902,399	\$ -	\$ 1,228,489	\$ 1,942,841

ELECTIONS:

General Fund	\$ 446,137	\$ -	\$ 489,907	\$ 336,047
HAVA	4,000	-	19,008	4,000
Department Total	\$ 450,137	\$ -	\$ 488,915	\$ 340,047

EMERGENCY SERVICES:

Emergency Services	\$ 346,361	\$ -	\$ 581,257	\$ 346,361
Department Total	\$ 346,361	\$ -	\$ 581,257	\$ 346,361

GROUNDS AND MAINTENANCE:

General Fund	\$ 895,504	\$ -	\$ 843,760	\$ 973,806
Department Total	\$ 895,504	\$ -	\$ 843,760	\$ 973,806

JUSTICES OF THE PEACE:

General Fund	\$ 1,116,290	\$ -	\$ 1,057,199	\$ 1,145,039
Department Total	\$ 1,116,290	\$ -	\$ 1,057,199	\$ 1,145,039

COMMUNICATIONS:

General Fund	\$ 95,514	\$ -	\$ 95,382	\$ 153,997
Department Total	\$ 95,514	\$ -	\$ 95,382	\$ 153,997

Economic Development

General Fund	\$ -	\$ -	\$ -	\$ 125,320
Department Total	\$ 95,514	\$ -	\$ -	\$ 125,320

COMMUNITY DEVELOPMENT:

General Fund	\$ 394,457	\$ -	\$ 385,288	\$ 350,153
Forest Thinning	200,000	-	39,440	200,000
Department Total	\$ 594,457	\$ -	\$ 424,728	\$ 550,153

RECORDER:

General Fund	\$ 554,230	\$ -	\$ 543,175	\$ 571,345
Recorder's Surcharge	40,000	-	27,493	40,000
Department Total	\$ 594,230	\$ -	\$ 570,668	\$ 611,345

SUPERIOR COURT:

General Fund	\$ 1,049,957	\$ -	\$ 1,002,160	\$ 1,084,662
Law Library	15,500	-	16,439	15,500
Juvenile High Risk Court	64,563	-	59,881	64,563
Norviel Decree	22,600	-	12,234	22,600
CASA	52,800	-	42,620	52,800
Field Trainer	30,200	-	26,880	30,200
Case Processing Assistance	5,388	-	14,081	5,388
Fill the Gap, Courts	108,717	-	140,592	106,717
Fill the Gap, Indigent Defense	10,000	-	-	10,000
Fill the Gap, Court Administration	15,000	-	11,270	15,000
Prosecution Recovery Sup Ct.	50,000	-	-	50,000
Department Total	\$ 1,422,725	\$ -	\$ 1,328,157	\$ 1,437,430

TREASURER:

General Fund	\$ 496,847	\$ -	\$ 494,586	\$ 509,725
Department Total	\$ 496,847	\$ -	\$ 494,586	\$ 509,725

PROBATION:

General Fund	\$ 488,845	\$ -	\$ 514,652	\$ 500,545
Extra Juvenile Diversion	100	-	-	100
State Aid to Probation	153,828	-	148,955	153,828
Family Counseling	12,475	-	6,865	12,475
Adult Probation Fees	123,592	-	94,278	123,592
Adult Intensive Supervision	330,462	-	348,418	330,462
Juvenile Treatment Services	102,949	-	103,908	102,949
Juvenile Probation Fees	5,000	-	1,751	5,000
JCRF	25,000	-	-	25,000
J.I.P.S.	72,766	-	75,234	72,766
Adult Probation Enhancement	367,426	-	327,269	367,426
Diversion Fees, Juv Probation	10,000	-	-	10,000
Detention Equalization	30,000	-	-	30,000
Extra Adult Probation Fees	500	-	-	500
Extra Juvenile Probation Fees	100	-	-	100
Drug Treatment & Education	11,907	-	14,546	11,907
Diversion Intake	33,269	-	36,922	33,269
Diversion Consequence	41,362	-	39,653	41,362
Drug Testing	50,245	-	41,449	50,245
Community Punishment	40,344	-	51,659	40,344
Juvenile Jail District	1,091,663	-	1,091,663	1,091,663
Department Total	\$ 2,991,832	\$ -	\$ 2,897,220	\$ 3,003,532

SHERIFF:

General Fund	\$ 4,092,538	\$ -	\$ 3,939,497	\$ 4,159,411
Sheriff's Grants	1,557,500	-	17,252	1,557,500
Jail Enhancement	200,000	-	235,038	200,000
SCET/Sheriff	311,823	-	311,426	311,823
Jail Services, Sheriff's Canteen	150,000	-	113,584	150,000
Jail District	2,000,000	-	2,744,389	2,000,000
Inmate Housing	500,000	-	-	500,000
Department Total	\$ 8,811,861	\$ -	\$ 7,361,165	\$ 8,878,734

ENGINEER

Roads	\$ 11,327,889	\$ -	\$ 8,440,929	\$ 14,229,465
RAC Grant	150,000	-	-	150,000
Limestone Pit	500,000	-	658,321	500,000
GIS	145,445	-	105,873	145,445
Transit Fund	20,000	-	-	20,000
Cinder pit	30,000	-	-	30,000
Flood Control	150,173	-	90,419	150,173
Other Agency Projects	2,000,000	-	-	2,000,000
Special Roads	-	-	-	-
Department Total	\$ 14,323,507	\$ -	\$ 9,295,342	\$ 17,225,083

HEALTH SERVICES:

Public Health District	\$ 3,414,312	\$ -	\$ 2,942,108	\$ 6,517,389
Department Total	\$ 3,414,312	\$ -	\$ 2,942,108	\$ 6,517,389

INDIGENT HEALTH

General Fund	\$ 469,520	\$ -	\$ 469,520	\$ 469,520
Department Total	\$ 469,520	\$ -	\$ 469,520	\$ 469,520

COUNTY LIBRARY:

Library District	\$ 2,136,537	\$ -	\$ 1,699,978	\$ 2,109,846
Debt Service, Library Bond	731,500	-	731,500	-
Department Total	\$ 2,868,037	\$ -	\$ 2,431,478	\$ 2,109,846

SCHOOL SUPERINTENDENT:

General Fund	\$ 354,517	\$ -	\$ 353,888	\$ 390,636
School SIT Grant	120,000	-	-	120,000
Department Total	\$ 474,517	\$ -	\$ 353,888	\$ 510,636

\$ 66,685,143 \$ - \$ 51,402,465 \$ 85,753,692

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was

APACHE COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2022

FUND	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
GENERAL FUND	134.51	\$ 7,091,919	\$ 1,330,302	\$ 1,632,634	\$ 687,485	\$ 10,742,338
SPECIAL REVENUE FUNDS						
County Library	28	\$ 784,218	\$ 87,914	\$ 246,322	\$ 64,537	\$ 1,182,991
Roads	81.55	3,158,856	383,767	781,930	356,280	4,680,832
Limestone	3.75	147,938	18,078	34,300	19,646	219,961
Health Services	22.5	972,692	115,896	243,973	79,933	1,412,493
GIS	1	71,737	8,766	15,270	6,327	102,100
Sheriff's Grants						
Emergency Services	3.5	225,176	27,516	48,792	25,705	327,190
Juvenile High Risk Court	0.38	8,121	993	2,775	652	12,541
Criminal Justice, Attorney	0.94	73,912	9,032	10,416	5,913	99,273
D.P. Services Schools	3.05	179,910	21,985	37,667	14,427	253,988
Local Court Automation	0.5	15,123	1,848	3,650	1,212	21,833
State Aid to Probation	2	95,140	29,189	26,556	9,071	159,956
SCET/Attorney	0.86	71,736	8,766	9,240	5,739	95,481
Probation Services	1.74	60,795	22,049	22,506	6,061	111,411
CASA	0.62	13,248	1,619	4526.16	1,061	20,455
Adult Intensive Supervision	4.5	190,792	59,501	22,572	18,147	291,012
Juvenile Treatment Services	1	63,379	11,152	9,293	5,357	89,181
J.I.P.S	1.5	49,892	10,972	10,951	4,399	76,214
Recorder Document Storage Fund						
State Adult Enhancement Fund	5.5	213,984	77,218	72,033	21,334	384,569
SCET/Sheriff	2	105,967	8,683	15,438	13,246	143,335
Victim's Compensation		12,982	6,455	1,334	1,020	21,791
Victim's Assistance	0.42	15,506	1,895	2,424	1,240	21,065
VOCA	1.72	60,351	7,375	10,636	4,828	83,190
Detention Equalization						
Field Trainer	0.45	20,192	2,467	6,872	1,617	31,148
Drug Treatment and Education						
Diversion Intake	0.56	21,153	2,585	8,479	1,694	33,911
Diversion Consequence	0.5	18,362	2,244	3,650	1,865	26,122
Drug Testing	0.76	24,528	8,890	7,700	2,446	43,563
Case Processing Assistance						
Community Punishment	0.25	16,345	1,997	1,825	1,310	21,478
Prosecution Recovery Attorney						
Fill the Gap, Courts						
Prosecution Recovery COC	0.5	15,123	1,849	3,651	1,213	21,836
Attorney Diversion		39,549	4,833	6,701	3,164	54,246
Jail District	32	1,166,591	104,239	283,305	130,337	1,684,472
Juvenile Jail District	2.44	45,269	5,532	6,830	3,626	61,257
Total Special Revenue Funds	204.49	\$ 7,958,567	\$ 1,055,306	\$ 1,961,617	\$ 813,407	\$ 11,788,897

APACHE COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2022

FUND	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
DEBT SERVICE FUNDS						
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____	_____
Total Debt Service Funds	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
CAPITAL PROJECTS FUNDS						
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____	_____
Total Capital Projects Funds	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
PERMANENT FUNDS						
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____	_____
Total Permanent Funds	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS						
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____	_____
Total Enterprise Funds	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
INTERNAL SERVICE FUND						
_____	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____	_____
Total Internal Service Fund	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	339	\$ 15,050,485	\$ 2,385,608	\$ 3,594,250	\$ 1,500,891	\$ 22,531,235

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

See
previous
item
for Budgets
5/20/2021
date/time stamp.

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

Finance

Date/Signature: [Signature]

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

Following a public hearing, discussion and possible adoption of the 2021-2022 Tentative budget for Apache County. A copy of the proposed Tentative budget is available online at www.apachecountyaz.gov or in the County Manager's Office. Special Districts

BOS Meeting Date Requested June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [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 Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: John Clark 5/24/21

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

Request approval of demands as distributed to the Apache County Board of Supervisors between May 4, 2021 to June 1, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 5/4/21 6/1/21

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1095866	05/04/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	4,126.0
Open	NBAZ - Warrant Clearing Account	Check	1095867	05/04/2021	Accounts Payable	ADVERTISING IDEAS	494.0
Open	NBAZ - Warrant Clearing Account	Check	1095868	05/04/2021	Accounts Payable	AJ TIRES	524.0
Open	NBAZ - Warrant Clearing Account	Check	1095869	05/04/2021	Accounts Payable	ALLEGRA	2,169.0
Open	NBAZ - Warrant Clearing Account	Check	1095870	05/04/2021	Accounts Payable	ALSCO INC	636.0
Open	NBAZ - Warrant Clearing Account	Check	1095871	05/04/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	4,532.0
Open	NBAZ - Warrant Clearing Account	Check	1095872	05/04/2021	Accounts Payable	AMIGO CHEVROLET	785.0
Open	NBAZ - Warrant Clearing Account	Check	1095873	05/04/2021	Accounts Payable	AMIGO CHEVROLET	231.0
Open	NBAZ - Warrant Clearing Account	Check	1095874	05/04/2021	Accounts Payable	CHARLI A ANDERSON	476.0
Open	NBAZ - Warrant Clearing Account	Check	1095875	05/04/2021	Accounts Payable	APACHE COUNTY	175.0
Open	NBAZ - Warrant Clearing Account	Check	1095876	05/04/2021	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	4,093.0
Open	NBAZ - Warrant Clearing Account	Check	1095877	05/04/2021	Accounts Payable	ARIZONA GRAND RESORT LLC	3,129.0
Open	NBAZ - Warrant Clearing Account	Check	1095878	05/04/2021	Accounts Payable	ASHTONS REPAIR INC	161.0
Open	NBAZ - Warrant Clearing Account	Check	1095879	05/04/2021	Accounts Payable	AT&T MOBILITY	69.0
Open	NBAZ - Warrant Clearing Account	Check	1095880	05/04/2021	Accounts Payable	AUTO SAFETY HOUSE LLC	1,202.0
Open	NBAZ - Warrant Clearing Account	Check	1095881	05/04/2021	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,690.0
Open	NBAZ - Warrant Clearing Account	Check	1095882	05/04/2021	Accounts Payable	AZ EMERGENCY PRODUCTS	471.0
Open	NBAZ - Warrant Clearing Account	Check	1095883	05/04/2021	Accounts Payable	AZ SUPREME COURT	375.0
Open	NBAZ - Warrant Clearing Account	Check	1095884	05/04/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	532.0
Open	NBAZ - Warrant Clearing Account	Check	1095885	05/04/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	779.0
Open	NBAZ - Warrant Clearing Account	Check	1095886	05/04/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	35.0
Open	NBAZ - Warrant Clearing Account	Check	1095887	05/04/2021	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,525.0
Open	NBAZ - Warrant Clearing Account	Check	1095888	05/04/2021	Accounts Payable	BOB BARKER COMPANY INC	275.0
Open	NBAZ - Warrant Clearing Account	Check	1095889	05/04/2021	Accounts Payable	BOOT BARN	199.0
Open	NBAZ - Warrant Clearing Account	Check	1095890	05/04/2021	Accounts Payable	GLORIA BOWMAN	13.0
Open	NBAZ - Warrant Clearing Account	Check	1095891	05/04/2021	Accounts Payable	DEVIN BROWN	250.0
Open	NBAZ - Warrant Clearing Account	Check	1095892	05/04/2021	Accounts Payable	BUFFALO FENCE & BARN CO	17.0
Open	NBAZ - Warrant Clearing Account	Check	1095893	05/04/2021	Accounts Payable	BULWARK EXTERMINATING LLC	250.0
Open	NBAZ - Warrant Clearing Account	Check	1095894	05/04/2021	Accounts Payable	BURNHAM MORTUARY	2,288.0
Open	NBAZ - Warrant Clearing Account	Check	1095895	05/04/2021	Accounts Payable	REDACTED	60.0
Open	NBAZ - Warrant Clearing Account	Check	1095896	05/04/2021	Accounts Payable	CDW GOVERNMENT LLC	8,215.0
Open	NBAZ - Warrant Clearing Account	Check	1095897	05/04/2021	Accounts Payable	CELLULAR ONE NE AZ	947.0
Open	NBAZ - Warrant Clearing Account	Check	1095898	05/04/2021	Accounts Payable	SANDRA CISNEROS	7.0
Open	NBAZ - Warrant Clearing Account	Check	1095899	05/04/2021	Accounts Payable	CONTRACT PHARMACY SERVICES INC	2,679.0
Open	NBAZ - Warrant Clearing Account	Check	1095900	05/04/2021	Accounts Payable	COURTESY CHEVROLET	1,192.0
Open	NBAZ - Warrant Clearing Account	Check	1095901	05/04/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,345.0
Open	NBAZ - Warrant Clearing Account	Check	1095902	05/04/2021	Accounts Payable	CS&S COMPUTER SYSTEMS	3,175.0
Open	NBAZ - Warrant Clearing Account	Check	1095903	05/04/2021	Accounts Payable	ROGER STUART CURTIS	224.0
Open	NBAZ - Warrant Clearing Account	Check	1095904	05/04/2021	Accounts Payable	TROY D CZARNYSZKA	32.0
Open	NBAZ - Warrant Clearing Account	Check	1095905	05/04/2021	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	92.0

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1095906	05/04/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	442.00
Open	NBAZ - Warrant Clearing Account	Check	1095907	05/04/2021	Accounts Payable	DELUXE SMALL BUSINESS SALES INC	67.00
Open	NBAZ - Warrant Clearing Account	Check	1095908	05/04/2021	Accounts Payable	DESERT EQUINE CONSTRUCTION LLC	3,524.00
Open	NBAZ - Warrant Clearing Account	Check	1095909	05/04/2021	Accounts Payable	DIGITAL2YOU.CC	732.00
Open	NBAZ - Warrant Clearing Account	Check	1095910	05/04/2021	Accounts Payable	DIRECTV LLC	141.00
Open	NBAZ - Warrant Clearing Account	Check	1095911	05/04/2021	Accounts Payable	DISH NETWORK	163.00
Open	NBAZ - Warrant Clearing Account	Check	1095912	05/04/2021	Accounts Payable	DNSFILTER INC	240.00
Open	NBAZ - Warrant Clearing Account	Check	1095913	05/04/2021	Accounts Payable	ELECTRONIC CENTER INC	653.00
Open	NBAZ - Warrant Clearing Account	Check	1095914	05/04/2021	Accounts Payable	EMPIRE MACHINERY	1,554.00
Open	NBAZ - Warrant Clearing Account	Check	1095915	05/04/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.00
Open	NBAZ - Warrant Clearing Account	Check	1095916	05/04/2021	Accounts Payable	FRONTIER	182.00
Open	NBAZ - Warrant Clearing Account	Check	1095917	05/04/2021	Accounts Payable	FRONTIER	105.00
Open	NBAZ - Warrant Clearing Account	Check	1095918	05/04/2021	Accounts Payable	FRONTIER	103.00
Open	NBAZ - Warrant Clearing Account	Check	1095919	05/04/2021	Accounts Payable	FRONTIER	447.00
Open	NBAZ - Warrant Clearing Account	Check	1095920	05/04/2021	Accounts Payable	FRONTIER	171.00
Open	NBAZ - Warrant Clearing Account	Check	1095921	05/04/2021	Accounts Payable	FUTURE TIRE	2,341.00
Open	NBAZ - Warrant Clearing Account	Check	1095922	05/04/2021	Accounts Payable	GALLUP WATER WORKS	50.00
Open	NBAZ - Warrant Clearing Account	Check	1095923	05/04/2021	Accounts Payable	GLAXO SMITHKLINE PHARMACY	7,496.00
Open	NBAZ - Warrant Clearing Account	Check	1095924	05/04/2021	Accounts Payable	MARSHA ANN GREGORY	375.00
Open	NBAZ - Warrant Clearing Account	Check	1095925	05/04/2021	Accounts Payable	DALE L HAUSER	88.00
Open	NBAZ - Warrant Clearing Account	Check	1095926	05/04/2021	Accounts Payable	KLINT HEAP	1,598.00
Open	NBAZ - Warrant Clearing Account	Check	1095927	05/04/2021	Accounts Payable	HIGH COUNTRY SIGNS LLC	195.00
Open	NBAZ - Warrant Clearing Account	Check	1095928	05/04/2021	Accounts Payable	HILL AZ GROCERY STORE	250.00
Open	NBAZ - Warrant Clearing Account	Check	1095929	05/04/2021	Accounts Payable	HILLYARD/FLAGSTAFF	1,586.00
Open	NBAZ - Warrant Clearing Account	Check	1095930	05/04/2021	Accounts Payable	HOME DEPOT	4,992.00
Open	NBAZ - Warrant Clearing Account	Check	1095931	05/04/2021	Accounts Payable	HP2 INC	1,250.00
Open	NBAZ - Warrant Clearing Account	Check	1095932	05/04/2021	Accounts Payable	INGRAM LIBRARY SERVICES	966.00
Open	NBAZ - Warrant Clearing Account	Check	1095933	05/04/2021	Accounts Payable	IT CREATIONS INC	4,450.00
Open	NBAZ - Warrant Clearing Account	Check	1095934	05/04/2021	Accounts Payable	KACHINA HEAT TRANSFER INC	1,390.00
Open	NBAZ - Warrant Clearing Account	Check	1095935	05/04/2021	Accounts Payable	KUBL GROUP LLC	46,900.00
Open	NBAZ - Warrant Clearing Account	Check	1095936	05/04/2021	Accounts Payable	MICHAEL LATHAM	7,257.00
Open	NBAZ - Warrant Clearing Account	Check	1095937	05/04/2021	Accounts Payable	LAWSON PRODUCTS INC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1095938	05/04/2021	Accounts Payable	MIKAILAH AUTUMN LEFEVRE	21.00
Open	NBAZ - Warrant Clearing Account	Check	1095939	05/04/2021	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	149.00
Open	NBAZ - Warrant Clearing Account	Check	1095940	05/04/2021	Accounts Payable	LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	109.00
Open	NBAZ - Warrant Clearing Account	Check	1095941	05/04/2021	Accounts Payable	LOWES #24	364.00
Open	NBAZ - Warrant Clearing Account	Check	1095942	05/04/2021	Accounts Payable	STEPHANIE MCCARTHY	118.00
Open	NBAZ - Warrant Clearing Account	Check	1095943	05/04/2021	Accounts Payable	MCKESSON MEDICAL SURGICAL	131.00
Open	NBAZ - Warrant Clearing Account	Check	1095944	05/04/2021	Accounts Payable	MISSION UNIFORM & LINEN	234.00
Open	NBAZ - Warrant Clearing Account	Check	1095945	05/04/2021	Accounts Payable	REDACTED	1,876.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1095946	05/04/2021	Accounts Payable	MORGAN JONES FUNERAL HOME	4,432.
Open	NBAZ - Warrant Clearing Account	Check	1095947	05/04/2021	Accounts Payable	NATIONAL BUSINESS FURNITURE	643.
Open	NBAZ - Warrant Clearing Account	Check	1095948	05/04/2021	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	98.
Open	NBAZ - Warrant Clearing Account	Check	1095949	05/04/2021	Accounts Payable	NAVAJO SANITATION INC	349.
Open	NBAZ - Warrant Clearing Account	Check	1095950	05/04/2021	Accounts Payable	NAVAJO TRACTOR SALES INC	61.
Open	NBAZ - Warrant Clearing Account	Check	1095951	05/04/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,155.
Open	NBAZ - Warrant Clearing Account	Check	1095952	05/04/2021	Accounts Payable	NAVAJO WESTERNERS	296.
Open	NBAZ - Warrant Clearing Account	Check	1095953	05/04/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,962.
Open	NBAZ - Warrant Clearing Account	Check	1095954	05/04/2021	Accounts Payable	NFOCUS SOLUTIONS	6,247.
Open	NBAZ - Warrant Clearing Account	Check	1095955	05/04/2021	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	152.
Open	NBAZ - Warrant Clearing Account	Check	1095956	05/04/2021	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	461.
Open	NBAZ - Warrant Clearing Account	Check	1095957	05/04/2021	Accounts Payable	OCLC INC	82.
Open	NBAZ - Warrant Clearing Account	Check	1095958	05/04/2021	Accounts Payable	OVERDRIVE INC	1,277.
Open	NBAZ - Warrant Clearing Account	Check	1095959	05/04/2021	Accounts Payable	PACIFIC PONDEROSA CO INC	15,351.
Open	NBAZ - Warrant Clearing Account	Check	1095960	05/04/2021	Accounts Payable	PAGE STEEL	35,875.
Open	NBAZ - Warrant Clearing Account	Check	1095961	05/04/2021	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	79.
Open	NBAZ - Warrant Clearing Account	Check	1095962	05/04/2021	Accounts Payable	RYAN N PATTERSON	190.
Open	NBAZ - Warrant Clearing Account	Check	1095963	05/04/2021	Accounts Payable	DOUGLAS LANCE PEARCE	263.
Open	NBAZ - Warrant Clearing Account	Check	1095964	05/04/2021	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	147.
Open	NBAZ - Warrant Clearing Account	Check	1095965	05/04/2021	Accounts Payable	PINE NEEDLE EMBROIDERY	541.
Open	NBAZ - Warrant Clearing Account	Check	1095966	05/04/2021	Accounts Payable	PITNEY BOWES	77.
Open	NBAZ - Warrant Clearing Account	Check	1095967	05/04/2021	Accounts Payable	PRAXAIR DISTRIBUTION INC	37.
Open	NBAZ - Warrant Clearing Account	Check	1095968	05/04/2021	Accounts Payable	PREMIUM PROPANE LLC	12.
Open	NBAZ - Warrant Clearing Account	Check	1095969	05/04/2021	Accounts Payable	QUILL CORP	6,471.
Open	NBAZ - Warrant Clearing Account	Check	1095970	05/04/2021	Accounts Payable	QUINCY ORONA ORIGINALS	388.
Open	NBAZ - Warrant Clearing Account	Check	1095971	05/04/2021	Accounts Payable	R&S NORTHEAST LLC	92.
Open	NBAZ - Warrant Clearing Account	Check	1095972	05/04/2021	Accounts Payable	RHINEHART OIL CO	19,139.
Open	NBAZ - Warrant Clearing Account	Check	1095973	05/04/2021	Accounts Payable	RUSH TRUCK CENTER	1,765.
Open	NBAZ - Warrant Clearing Account	Check	1095974	05/04/2021	Accounts Payable	SAFELITE AUTO GLASS	410.
Open	NBAZ - Warrant Clearing Account	Check	1095975	05/04/2021	Accounts Payable	SAFETY KLEEN	329.
Open	NBAZ - Warrant Clearing Account	Check	1095976	05/04/2021	Accounts Payable	SAFEWAY INC	33.
Open	NBAZ - Warrant Clearing Account	Check	1095977	05/04/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	3,196.
Open	NBAZ - Warrant Clearing Account	Check	1095978	05/04/2021	Accounts Payable	SEM APPLICATIONS INC	96.
Open	NBAZ - Warrant Clearing Account	Check	1095979	05/04/2021	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	239.
Open	NBAZ - Warrant Clearing Account	Check	1095980	05/04/2021	Accounts Payable	ALTON JOE SHEPHERD	112.
Open	NBAZ - Warrant Clearing Account	Check	1095981	05/04/2021	Accounts Payable	SPARKLETTS WATER	43.
Open	NBAZ - Warrant Clearing Account	Check	1095982	05/04/2021	Accounts Payable	SPEEDY SALES AND SERVICE	212.
Open	NBAZ - Warrant Clearing Account	Check	1095983	05/04/2021	Accounts Payable	ST JOHNS UNITED DRUG	17.
Open	NBAZ - Warrant Clearing Account	Check	1095984	05/04/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	98.
Open	NBAZ - Warrant Clearing Account	Check	1095985	05/04/2021	Accounts Payable	THE AARONS COMPANY LLC	3,000.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1095986	05/04/2021	Accounts Payable	THE POUR STATION	307.
Open	NBAZ - Warrant Clearing Account	Check	1095987	05/04/2021	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	981.
Open	NBAZ - Warrant Clearing Account	Check	1095988	05/04/2021	Accounts Payable	THOMAS C TSO	200.
Open	NBAZ - Warrant Clearing Account	Check	1095989	05/04/2021	Accounts Payable	W JEFFORY UDALL	20.
Open	NBAZ - Warrant Clearing Account	Check	1095990	05/04/2021	Accounts Payable	UNI-SOURCE OFFICE FURNITURE PARTS INC	152.
Open	NBAZ - Warrant Clearing Account	Check	1095991	05/04/2021	Accounts Payable	UNIFIRST CORPORATION	217.
Open	NBAZ - Warrant Clearing Account	Check	1095992	05/04/2021	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	31.
Open	NBAZ - Warrant Clearing Account	Check	1095993	05/04/2021	Accounts Payable	VERIZON WIRELESS	1,791.
Open	NBAZ - Warrant Clearing Account	Check	1095994	05/04/2021	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	104.
Open	NBAZ - Warrant Clearing Account	Check	1095995	05/04/2021	Accounts Payable	WAGNER EQUIPMENT CO	1,060.
Open	NBAZ - Warrant Clearing Account	Check	1095996	05/04/2021	Accounts Payable	CHRISTINE WAUNKA	33.
Open	NBAZ - Warrant Clearing Account	Check	1095997	05/04/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	9.
Open	NBAZ - Warrant Clearing Account	Check	1095998	05/04/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,524.
Open	NBAZ - Warrant Clearing Account	Check	1095999	05/04/2021	Accounts Payable	JOYCLYNN WHITING	33.
Open	NBAZ - Warrant Clearing Account	Check	1096000	05/04/2021	Accounts Payable	MICHAEL B WHITING	25.
Open	NBAZ - Warrant Clearing Account	Check	1096001	05/04/2021	Accounts Payable	ANTONIA WOOD	254.
Open	NBAZ - Warrant Clearing Account	Check	1096002	05/04/2021	Accounts Payable	WOODLAND BUILDING CENTER	1,647.
Open	NBAZ - Warrant Clearing Account	Check	1096003	05/04/2021	Accounts Payable	WRIGHT EXPRESS FSC WEX	2,552.
Open	NBAZ - Warrant Clearing Account	Check	1096004	05/04/2021	Accounts Payable	WW CATTLE GUARDS LLC	2,604.
Open	NBAZ - Warrant Clearing Account	Check	1096005	05/04/2021	Accounts Payable	XEROX CORP	200.
Open	NBAZ - Warrant Clearing Account	Check	1096006	05/04/2021	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,775.
Open	NBAZ - Warrant Clearing Account	Check	1096007	05/06/2021	Accounts Payable	EMPIRE MACHINERY	45,873.
Open	NBAZ - Warrant Clearing Account	Check	1096008	05/06/2021	Accounts Payable	NATIONAL BANK	29,433.
Open	NBAZ - Warrant Clearing Account	Check	1096009	05/06/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	295.
Open	NBAZ - Warrant Clearing Account	Check	1096010	05/06/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	849.
Open	NBAZ - Warrant Clearing Account	Check	1096011	05/10/2021	Accounts Payable	ALTON JOE SHEPHERD	475.
Open	NBAZ - Warrant Clearing Account	Check	1096037	05/11/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	448.
Open	NBAZ - Warrant Clearing Account	Check	1096038	05/11/2021	Accounts Payable	APACHE COUNTY FSA	1,074.
Open	NBAZ - Warrant Clearing Account	Check	1096039	05/11/2021	Accounts Payable	APACHE COUNTY HSA	4,293.
Open	NBAZ - Warrant Clearing Account	Check	1096040	05/11/2021	Accounts Payable	APACHE COUNTY MEDICAL	159,671.
Open	NBAZ - Warrant Clearing Account	Check	1096041	05/11/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	133,821.
Open	NBAZ - Warrant Clearing Account	Check	1096042	05/11/2021	Accounts Payable	ASRS LEGACY EORP	8,301.
Open	NBAZ - Warrant Clearing Account	Check	1096043	05/11/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	107,384.
Open	NBAZ - Warrant Clearing Account	Check	1096044	05/11/2021	Accounts Payable	CINCINNATI LIFE INS CO	28.
Open	NBAZ - Warrant Clearing Account	Check	1096045	05/11/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,449.
Open	NBAZ - Warrant Clearing Account	Check	1096046	05/11/2021	Accounts Payable	CORP DISABILITY	123.
Open	NBAZ - Warrant Clearing Account	Check	1096047	05/11/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,622.
Open	NBAZ - Warrant Clearing Account	Check	1096048	05/11/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	2,453.
Open	NBAZ - Warrant Clearing Account	Check	1096049	05/11/2021	Accounts Payable	EODCRS DISABILITY	6.
Open	NBAZ - Warrant Clearing Account	Check	1096050	05/11/2021	Accounts Payable	EORP LEGACY	1,360.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096051	05/11/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.
Open	NBAZ - Warrant Clearing Account	Check	1096052	05/11/2021	Accounts Payable	NATIONWIDE	2,309.
Open	NBAZ - Warrant Clearing Account	Check	1096053	05/11/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.
Open	NBAZ - Warrant Clearing Account	Check	1096054	05/11/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,887.
Open	NBAZ - Warrant Clearing Account	Check	1096055	05/11/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,397.
Open	NBAZ - Warrant Clearing Account	Check	1096056	05/11/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,598.
Open	NBAZ - Warrant Clearing Account	Check	1096057	05/11/2021	Accounts Payable	RIO PUERCO ACRES	495.
Open	NBAZ - Warrant Clearing Account	Check	1096058	05/11/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.
Open	NBAZ - Warrant Clearing Account	Check	1096059	05/11/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,588.
Open	NBAZ - Warrant Clearing Account	Check	1096060	05/12/2021	Accounts Payable	24 HOUR GAS-N-GO	9.
Open	NBAZ - Warrant Clearing Account	Check	1096061	05/12/2021	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.
Open	NBAZ - Warrant Clearing Account	Check	1096062	05/12/2021	Accounts Payable	AIR-A-ZONA FLAG CO INC	1,112.
Open	NBAZ - Warrant Clearing Account	Check	1096063	05/12/2021	Accounts Payable	ALLEGRA	259.
Open	NBAZ - Warrant Clearing Account	Check	1096064	05/12/2021	Accounts Payable	ALPINE WATER AND SANITARY	91.
Open	NBAZ - Warrant Clearing Account	Check	1096065	05/12/2021	Accounts Payable	ALSCO INC	319.
Open	NBAZ - Warrant Clearing Account	Check	1096066	05/12/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	4,067.
Open	NBAZ - Warrant Clearing Account	Check	1096067	05/12/2021	Accounts Payable	APACHE COUNTY	139.
Open	NBAZ - Warrant Clearing Account	Check	1096068	05/12/2021	Accounts Payable	ASHTONS REPAIR INC	1,291.
Open	NBAZ - Warrant Clearing Account	Check	1096069	05/12/2021	Accounts Payable	ASPEN TIRE & OIL	40.
Open	NBAZ - Warrant Clearing Account	Check	1096070	05/12/2021	Accounts Payable	AT&T MOBILITY	89.
Open	NBAZ - Warrant Clearing Account	Check	1096071	05/12/2021	Accounts Payable	AZ DEPT OF REVENUE	7,016.
Open	NBAZ - Warrant Clearing Account	Check	1096072	05/12/2021	Accounts Payable	AZ SUPREME COURT	375.
Open	NBAZ - Warrant Clearing Account	Check	1096073	05/12/2021	Accounts Payable	AZ SUPREME COURT	750.
Open	NBAZ - Warrant Clearing Account	Check	1096074	05/12/2021	Accounts Payable	AZLGEBT	4,775.
Open	NBAZ - Warrant Clearing Account	Check	1096075	05/12/2021	Accounts Payable	HAYLEE MICHELLE BARRAGAN	225.
Open	NBAZ - Warrant Clearing Account	Check	1096076	05/12/2021	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	660.
Open	NBAZ - Warrant Clearing Account	Check	1096077	05/12/2021	Accounts Payable	BASIN PUMP AND SUPPLY CO INC	185.
Open	NBAZ - Warrant Clearing Account	Check	1096078	05/12/2021	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	2,855.
Open	NBAZ - Warrant Clearing Account	Check	1096079	05/12/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	426.
Open	NBAZ - Warrant Clearing Account	Check	1096080	05/12/2021	Accounts Payable	SARAH MAE BEGAY	745.
Open	NBAZ - Warrant Clearing Account	Check	1096081	05/12/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	889.
Open	NBAZ - Warrant Clearing Account	Check	1096082	05/12/2021	Accounts Payable	BOB BARKER COMPANY INC	643.
Open	NBAZ - Warrant Clearing Account	Check	1096083	05/12/2021	Accounts Payable	SHANE LEO BODIE	60.
Open	NBAZ - Warrant Clearing Account	Check	1096084	05/12/2021	Accounts Payable	BOOT BARN	340.
Open	NBAZ - Warrant Clearing Account	Check	1096085	05/12/2021	Accounts Payable	MICHAEL T BRAGIEL	52.
Open	NBAZ - Warrant Clearing Account	Check	1096086	05/12/2021	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.
Open	NBAZ - Warrant Clearing Account	Check	1096087	05/12/2021	Accounts Payable	BURNHAM MORTUARY	414.
Open	NBAZ - Warrant Clearing Account	Check	1096088	05/12/2021	Accounts Payable	BURNHAM MORTUARY	600.
Open	NBAZ - Warrant Clearing Account	Check	1096089	05/12/2021	Accounts Payable	CDW GOVERNMENT LLC	3,774.
Open	NBAZ - Warrant Clearing Account	Check	1096090	05/12/2021	Accounts Payable	CEDAR GROVE WATER CO	68.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096091	05/12/2021	Accounts Payable	COREMR LC	370.
Open	NBAZ - Warrant Clearing Account	Check	1096092	05/12/2021	Accounts Payable	KATHLEEN MYRTLE COVINGTON	77.
Open	NBAZ - Warrant Clearing Account	Check	1096093	05/12/2021	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	5,292.
Open	NBAZ - Warrant Clearing Account	Check	1096094	05/12/2021	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	7,901.
Open	NBAZ - Warrant Clearing Account	Check	1096095	05/12/2021	Accounts Payable	DAVIS TRUE VALUE HARDWARE	14.
Open	NBAZ - Warrant Clearing Account	Check	1096096	05/12/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	404.
Open	NBAZ - Warrant Clearing Account	Check	1096097	05/12/2021	Accounts Payable	DELL COMPUTER CORPORATION	1,109.
Open	NBAZ - Warrant Clearing Account	Check	1096098	05/12/2021	Accounts Payable	DESERT MOUNTAIN CORPORATION	3,624.
Open	NBAZ - Warrant Clearing Account	Check	1096099	05/12/2021	Accounts Payable	DISH NETWORK	126.
Open	NBAZ - Warrant Clearing Account	Check	1096100	05/12/2021	Accounts Payable	DISH NETWORK	83.
Open	NBAZ - Warrant Clearing Account	Check	1096101	05/12/2021	Accounts Payable	DITTYS PIZZA AND PIE	74.
Open	NBAZ - Warrant Clearing Account	Check	1096102	05/12/2021	Accounts Payable	EM HALE LAW	4,992.
Open	NBAZ - Warrant Clearing Account	Check	1096103	05/12/2021	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	272.
Open	NBAZ - Warrant Clearing Account	Check	1096104	05/12/2021	Accounts Payable	EMPIRE MACHINERY	1,747.
Open	NBAZ - Warrant Clearing Account	Check	1096105	05/12/2021	Accounts Payable	EMPIRE POWER SYSTEMS	308.
Open	NBAZ - Warrant Clearing Account	Check	1096106	05/12/2021	Accounts Payable	FERRELLGAS	440.
Open	NBAZ - Warrant Clearing Account	Check	1096107	05/12/2021	Accounts Payable	ROBERT L FITE	65.
Open	NBAZ - Warrant Clearing Account	Check	1096108	05/12/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	125.
Open	NBAZ - Warrant Clearing Account	Check	1096109	05/12/2021	Accounts Payable	JOHN L FREEMAN JR	52.
Open	NBAZ - Warrant Clearing Account	Check	1096110	05/12/2021	Accounts Payable	FRONTIER	83.
Open	NBAZ - Warrant Clearing Account	Check	1096111	05/12/2021	Accounts Payable	FRONTIER	228.
Open	NBAZ - Warrant Clearing Account	Check	1096112	05/12/2021	Accounts Payable	FRONTIER	4,674.
Open	NBAZ - Warrant Clearing Account	Check	1096113	05/12/2021	Accounts Payable	FRONTIER	1,886.
Open	NBAZ - Warrant Clearing Account	Check	1096114	05/12/2021	Accounts Payable	FUTURE TIRE	1,803.
Open	NBAZ - Warrant Clearing Account	Check	1096115	05/12/2021	Accounts Payable	FX TACTICAL LLC	214.
Open	NBAZ - Warrant Clearing Account	Check	1096116	05/12/2021	Accounts Payable	GALL'S INC	893.
Open	NBAZ - Warrant Clearing Account	Check	1096117	05/12/2021	Accounts Payable	GALLUP INDEPENDENT	142.
Open	NBAZ - Warrant Clearing Account	Check	1096118	05/12/2021	Accounts Payable	GALLUP LUMBER & SUPPLY	221.
Open	NBAZ - Warrant Clearing Account	Check	1096119	05/12/2021	Accounts Payable	RICHARD C GUINN	233.
Open	NBAZ - Warrant Clearing Account	Check	1096120	05/12/2021	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.
Open	NBAZ - Warrant Clearing Account	Check	1096121	05/12/2021	Accounts Payable	PAUL HANCOCK	220.
Open	NBAZ - Warrant Clearing Account	Check	1096122	05/12/2021	Accounts Payable	BAILEY HESSON	202.
Open	NBAZ - Warrant Clearing Account	Check	1096123	05/12/2021	Accounts Payable	PATRICIA HILL	36.
Open	NBAZ - Warrant Clearing Account	Check	1096124	05/12/2021	Accounts Payable	HILL AZ GROCERY STORE	47.
Open	NBAZ - Warrant Clearing Account	Check	1096125	05/12/2021	Accounts Payable	HILL AZ GROCERY STORE	206.
Open	NBAZ - Warrant Clearing Account	Check	1096126	05/12/2021	Accounts Payable	HILLYARD/FLAGSTAFF	1,138.
Open	NBAZ - Warrant Clearing Account	Check	1096127	05/12/2021	Accounts Payable	HOME DEPOT	3,660.
Open	NBAZ - Warrant Clearing Account	Check	1096128	05/12/2021	Accounts Payable	INGRAM LIBRARY SERVICES	460.
Open	NBAZ - Warrant Clearing Account	Check	1096129	05/12/2021	Accounts Payable	JCG TECHNOLOGIES INC	1,134.
Open	NBAZ - Warrant Clearing Account	Check	1096130	05/12/2021	Accounts Payable	TRENT ADAM JENSEN	200.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096131	05/12/2021	Accounts Payable	MICHELLE JONES	51.
Open	NBAZ - Warrant Clearing Account	Check	1096132	05/12/2021	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	720.
Open	NBAZ - Warrant Clearing Account	Check	1096133	05/12/2021	Accounts Payable	KONICA MINOLTA	91.
Open	NBAZ - Warrant Clearing Account	Check	1096134	05/12/2021	Accounts Payable	LANGUAGE LINE SERVICES INC	64.
Open	NBAZ - Warrant Clearing Account	Check	1096135	05/12/2021	Accounts Payable	LARSON WASTE INC	79.
Open	NBAZ - Warrant Clearing Account	Check	1096136	05/12/2021	Accounts Payable	MICHAEL LATHAM	3,305.
Open	NBAZ - Warrant Clearing Account	Check	1096137	05/12/2021	Accounts Payable	LEGATE, PENROD & ASSOCIATES	5,046.
Open	NBAZ - Warrant Clearing Account	Check	1096138	05/12/2021	Accounts Payable	LIGHT HOUSE OF ARIZONA	1,057.
Open	NBAZ - Warrant Clearing Account	Check	1096139	05/12/2021	Accounts Payable	LINGO	159.
Open	NBAZ - Warrant Clearing Account	Check	1096140	05/12/2021	Accounts Payable	LIVCO WATER & SEWER COMPANY	20.
Open	NBAZ - Warrant Clearing Account	Check	1096141	05/12/2021	Accounts Payable	LOWES COMPANIES INC	46.
Open	NBAZ - Warrant Clearing Account	Check	1096142	05/12/2021	Accounts Payable	MCKESSON MEDICAL SURGICAL	116.
Open	NBAZ - Warrant Clearing Account	Check	1096143	05/12/2021	Accounts Payable	OSCAR R MIRANDA	63.
Open	NBAZ - Warrant Clearing Account	Check	1096144	05/12/2021	Accounts Payable	MISSION UNIFORM & LINEN	78.
Open	NBAZ - Warrant Clearing Account	Check	1096145	05/12/2021	Accounts Payable	JASON WAYNE MOORE	54.
Open	NBAZ - Warrant Clearing Account	Check	1096146	05/12/2021	Accounts Payable	DIANA M MORGAN	231.
Open	NBAZ - Warrant Clearing Account	Check	1096147	05/12/2021	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	240.
Open	NBAZ - Warrant Clearing Account	Check	1096148	05/12/2021	Accounts Payable	DANIEL R MUTH	34.
Open	NBAZ - Warrant Clearing Account	Check	1096149	05/12/2021	Accounts Payable	NATIONAL BUSINESS FURNITURE	2,084.
Open	NBAZ - Warrant Clearing Account	Check	1096150	05/12/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,838.
Open	NBAZ - Warrant Clearing Account	Check	1096151	05/12/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,476.
Open	NBAZ - Warrant Clearing Account	Check	1096152	05/12/2021	Accounts Payable	TEDDY MILES NEWMAN	50.
Open	NBAZ - Warrant Clearing Account	Check	1096153	05/12/2021	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	584.
Open	NBAZ - Warrant Clearing Account	Check	1096154	05/12/2021	Accounts Payable	NOEL'S INC	457.
Open	NBAZ - Warrant Clearing Account	Check	1096155	05/12/2021	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	1,215.
Open	NBAZ - Warrant Clearing Account	Check	1096156	05/12/2021	Accounts Payable	NORTHERN ARIZONA COUNCIL OF GOVERNMENT - NACOG	11,564.
Open	NBAZ - Warrant Clearing Account	Check	1096157	05/12/2021	Accounts Payable	OVERDRIVE INC	3,047.
Open	NBAZ - Warrant Clearing Account	Check	1096158	05/12/2021	Accounts Payable	PABLO'S UPHOLSTERY & SUPPLIES	675.
Open	NBAZ - Warrant Clearing Account	Check	1096159	05/12/2021	Accounts Payable	ZACHARY PEMBERTON	202.
Open	NBAZ - Warrant Clearing Account	Check	1096160	05/12/2021	Accounts Payable	PERFECT PRINTZ LLC	9,469.
Open	NBAZ - Warrant Clearing Account	Check	1096161	05/12/2021	Accounts Payable	PITNEY BOWES	127.
Open	NBAZ - Warrant Clearing Account	Check	1096162	05/12/2021	Accounts Payable	PREMIER DRY CLEANING	15.
Open	NBAZ - Warrant Clearing Account	Check	1096163	05/12/2021	Accounts Payable	PREMIUM PROPANE LLC	1,696.
Open	NBAZ - Warrant Clearing Account	Check	1096164	05/12/2021	Accounts Payable	QUALITY READY MIX INC	2,678.
Open	NBAZ - Warrant Clearing Account	Check	1096165	05/12/2021	Accounts Payable	QUILL CORP	4,357.
Open	NBAZ - Warrant Clearing Account	Check	1096166	05/12/2021	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.
Open	NBAZ - Warrant Clearing Account	Check	1096167	05/12/2021	Accounts Payable	RELIABLE BACKGROUND SCREENING	307.
Open	NBAZ - Warrant Clearing Account	Check	1096168	05/12/2021	Accounts Payable	REST UR RUMP	108.
Open	NBAZ - Warrant Clearing Account	Check	1096169	05/12/2021	Accounts Payable	RHINEHART OIL CO	15,787.
Open	NBAZ - Warrant Clearing Account	Check	1096170	05/12/2021	Accounts Payable	RICOH USA INC	79.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096171	05/12/2021	Accounts Payable	GLEND A LANAE ROMNEY	975.
Open	NBAZ - Warrant Clearing Account	Check	1096172	05/12/2021	Accounts Payable	RUSH TRUCK CENTER	2,777.
Open	NBAZ - Warrant Clearing Account	Check	1096173	05/12/2021	Accounts Payable	PATRICK J SANDOVAL	114.
Open	NBAZ - Warrant Clearing Account	Check	1096174	05/12/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,581.
Open	NBAZ - Warrant Clearing Account	Check	1096175	05/12/2021	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	114.
Open	NBAZ - Warrant Clearing Account	Check	1096176	05/12/2021	Accounts Payable	JOE SHIRLEY JR	152.
Open	NBAZ - Warrant Clearing Account	Check	1096177	05/12/2021	Accounts Payable	SHOW LOW FORD INC	384.
Open	NBAZ - Warrant Clearing Account	Check	1096178	05/12/2021	Accounts Payable	SIERRA PROPANE	1,052.
Open	NBAZ - Warrant Clearing Account	Check	1096179	05/12/2021	Accounts Payable	JEFF SODERQUIST	58.
Open	NBAZ - Warrant Clearing Account	Check	1096180	05/12/2021	Accounts Payable	STEVIE SOUTHWELL	360.
Open	NBAZ - Warrant Clearing Account	Check	1096181	05/12/2021	Accounts Payable	ST JOHNS CITY	949.
Open	NBAZ - Warrant Clearing Account	Check	1096182	05/12/2021	Accounts Payable	ST JOHNS SUBWAY	161.
Open	NBAZ - Warrant Clearing Account	Check	1096183	05/12/2021	Accounts Payable	ST JOHNS UNITED DRUG	13.
Open	NBAZ - Warrant Clearing Account	Check	1096184	05/12/2021	Accounts Payable	STANDARD ELECTRIC WHOLESALE LLC	22.
Open	NBAZ - Warrant Clearing Account	Check	1096185	05/12/2021	Accounts Payable	SUN GLASS LLC	495.
Open	NBAZ - Warrant Clearing Account	Check	1096186	05/12/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	257.
Open	NBAZ - Warrant Clearing Account	Check	1096187	05/12/2021	Accounts Payable	THE POUR STATION	22.
Open	NBAZ - Warrant Clearing Account	Check	1096188	05/12/2021	Accounts Payable	JEREL THOMAS	58.
Open	NBAZ - Warrant Clearing Account	Check	1096189	05/12/2021	Accounts Payable	ALENA THOMPSON	400.
Open	NBAZ - Warrant Clearing Account	Check	1096190	05/12/2021	Accounts Payable	THOMSON REUTERS WEST	4,130.
Open	NBAZ - Warrant Clearing Account	Check	1096191	05/12/2021	Accounts Payable	TOWN OF EAGAR	1,112.
Open	NBAZ - Warrant Clearing Account	Check	1096192	05/12/2021	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.
Open	NBAZ - Warrant Clearing Account	Check	1096193	05/12/2021	Accounts Payable	TRINITY SERVICES GROUP INC	19,581.
Open	NBAZ - Warrant Clearing Account	Check	1096194	05/12/2021	Accounts Payable	TRIPLE R FUELS	219.
Open	NBAZ - Warrant Clearing Account	Check	1096195	05/12/2021	Accounts Payable	W JEFFORY UDALL	21.
Open	NBAZ - Warrant Clearing Account	Check	1096196	05/12/2021	Accounts Payable	UNIFIRST CORPORATION	78.
Open	NBAZ - Warrant Clearing Account	Check	1096197	05/12/2021	Accounts Payable	UNITED PARCEL SERVICE	600.
Open	NBAZ - Warrant Clearing Account	Check	1096198	05/12/2021	Accounts Payable	US POSTMASTER	212.
Open	NBAZ - Warrant Clearing Account	Check	1096199	05/12/2021	Accounts Payable	US POSTMASTER	150.
Open	NBAZ - Warrant Clearing Account	Check	1096200	05/12/2021	Accounts Payable	VALLEY AUTO PARTS	777.
Open	NBAZ - Warrant Clearing Account	Check	1096201	05/12/2021	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	57.
Open	NBAZ - Warrant Clearing Account	Check	1096202	05/12/2021	Accounts Payable	WESTERN DRUG COMPANY	15.
Open	NBAZ - Warrant Clearing Account	Check	1096203	05/12/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	25.
Open	NBAZ - Warrant Clearing Account	Check	1096204	05/12/2021	Accounts Payable	HANNAH MICHELLE WILKINSON	88.
Open	NBAZ - Warrant Clearing Account	Check	1096205	05/12/2021	Accounts Payable	WITMER PUBLIC SAFETY GROUP INC	1,339.
Open	NBAZ - Warrant Clearing Account	Check	1096206	05/12/2021	Accounts Payable	ANTONIA WOOD	87.
Open	NBAZ - Warrant Clearing Account	Check	1096207	05/12/2021	Accounts Payable	WOODLAND BUILDING CENTER	114.
Open	NBAZ - Warrant Clearing Account	Check	1096208	05/12/2021	Accounts Payable	XEROX CORP	142.
Open	NBAZ - Warrant Clearing Account	Check	1096209	05/17/2021	Accounts Payable	WELCOME INN AND SUITES	936.
Open	NBAZ - Warrant Clearing Account	Check	1096210	05/18/2021	Accounts Payable	RYAN N PATTERSON	332.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096211	05/18/2021	Accounts Payable	ALTON JOE SHEPHERD	442.
Open	NBAZ - Warrant Clearing Account	Check	1096212	05/18/2021	Accounts Payable	ALTON JOE SHEPHERD	38.
Open	NBAZ - Warrant Clearing Account	Check	1096213	05/18/2021	Accounts Payable	US POSTMASTER	4,649.
Open	NBAZ - Warrant Clearing Account	Check	1096214	05/18/2021	Accounts Payable	US POSTMASTER	241.
Open	NBAZ - Warrant Clearing Account	Check	1096215	05/18/2021	Accounts Payable	US POSTMASTER	166.
Open	NBAZ - Warrant Clearing Account	Check	1096216	05/18/2021	Accounts Payable	US POSTMASTER	107.
Open	NBAZ - Warrant Clearing Account	Check	1096217	05/18/2021	Accounts Payable	US POSTMASTER	126.
Open	NBAZ - Warrant Clearing Account	Check	1096218	05/18/2021	Accounts Payable	US POSTMASTER	350.
Open	NBAZ - Warrant Clearing Account	Check	1096219	05/18/2021	Accounts Payable	US POSTMASTER	48.
Open	NBAZ - Warrant Clearing Account	Check	1096220	05/19/2021	Accounts Payable	24 HOUR GAS-N-GO	14.
Open	NBAZ - Warrant Clearing Account	Check	1096221	05/19/2021	Accounts Payable	A-1 GLASS AND MIRROR INC	67.
Open	NBAZ - Warrant Clearing Account	Check	1096222	05/19/2021	Accounts Payable	AIA - ARIZONA INTERSCHOLASTIC ASSOCIATION INC	100.
Open	NBAZ - Warrant Clearing Account	Check	1096223	05/19/2021	Accounts Payable	AIR-A-ZONA FLAG CO INC	265.
Open	NBAZ - Warrant Clearing Account	Check	1096224	05/19/2021	Accounts Payable	ALPINE WATER AND SANITARY	69.
Open	NBAZ - Warrant Clearing Account	Check	1096225	05/19/2021	Accounts Payable	ALSCO INC	784.
Open	NBAZ - Warrant Clearing Account	Check	1096226	05/19/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,015.
Open	NBAZ - Warrant Clearing Account	Check	1096227	05/19/2021	Accounts Payable	AMAZON COM INC (Health & Library)	10.
Open	NBAZ - Warrant Clearing Account	Check	1096228	05/19/2021	Accounts Payable	TAMARA WILHELM APPLGATE	18.
Open	NBAZ - Warrant Clearing Account	Check	1096229	05/19/2021	Accounts Payable	ASHTONS REPAIR INC	65.
Open	NBAZ - Warrant Clearing Account	Check	1096230	05/19/2021	Accounts Payable	ASPEN TIRE & OIL	118.
Open	NBAZ - Warrant Clearing Account	Check	1096231	05/19/2021	Accounts Payable	AT&T MOBILITY	194.
Open	NBAZ - Warrant Clearing Account	Check	1096232	05/19/2021	Accounts Payable	LUCINDA L ATTAKAI	181.
Open	NBAZ - Warrant Clearing Account	Check	1096233	05/19/2021	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,690.
Open	NBAZ - Warrant Clearing Account	Check	1096234	05/19/2021	Accounts Payable	AZ SUPREME COURT	9,660.
Open	NBAZ - Warrant Clearing Account	Check	1096235	05/19/2021	Accounts Payable	AZLGEBT	323,178.
Open	NBAZ - Warrant Clearing Account	Check	1096236	05/19/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	216.
Open	NBAZ - Warrant Clearing Account	Check	1096237	05/19/2021	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	478.
Open	NBAZ - Warrant Clearing Account	Check	1096238	05/19/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	160.
Open	NBAZ - Warrant Clearing Account	Check	1096239	05/19/2021	Accounts Payable	SARAH MAE BEGAY	430.
Open	NBAZ - Warrant Clearing Account	Check	1096240	05/19/2021	Accounts Payable	BI INC	393.
Open	NBAZ - Warrant Clearing Account	Check	1096241	05/19/2021	Accounts Payable	BIG SKY RACKS INC	678.
Open	NBAZ - Warrant Clearing Account	Check	1096242	05/19/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	157.
Open	NBAZ - Warrant Clearing Account	Check	1096243	05/19/2021	Accounts Payable	BOB BARKER COMPANY INC	3,037.
Open	NBAZ - Warrant Clearing Account	Check	1096244	05/19/2021	Accounts Payable	BOUNCEBACK INC	87.
Open	NBAZ - Warrant Clearing Account	Check	1096245	05/19/2021	Accounts Payable	GLORIA BOWMAN	37.
Open	NBAZ - Warrant Clearing Account	Check	1096246	05/19/2021	Accounts Payable	BRODART CO	259.
Open	NBAZ - Warrant Clearing Account	Check	1096247	05/19/2021	Accounts Payable	DEVIN BROWN	68.
Open	NBAZ - Warrant Clearing Account	Check	1096248	05/19/2021	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	95.
Open	NBAZ - Warrant Clearing Account	Check	1096249	05/19/2021	Accounts Payable	CANNON CONSULTANTS LLC	4,020.
Open	NBAZ - Warrant Clearing Account	Check	1096250	05/19/2021	Accounts Payable	CENTER POINT LARGE PRINT	44.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096251	05/19/2021	Accounts Payable	MAE CLARK	127.
Open	NBAZ - Warrant Clearing Account	Check	1096252	05/19/2021	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	577.
Open	NBAZ - Warrant Clearing Account	Check	1096253	05/19/2021	Accounts Payable	CONTINUANT INC	1,178.
Open	NBAZ - Warrant Clearing Account	Check	1096254	05/19/2021	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	496.
Open	NBAZ - Warrant Clearing Account	Check	1096255	05/19/2021	Accounts Payable	CONTROLLED FORCE INC	670.
Open	NBAZ - Warrant Clearing Account	Check	1096256	05/19/2021	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	96.
Open	NBAZ - Warrant Clearing Account	Check	1096257	05/19/2021	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	213.
Open	NBAZ - Warrant Clearing Account	Check	1096258	05/19/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	796.
Open	NBAZ - Warrant Clearing Account	Check	1096259	05/19/2021	Accounts Payable	SUEANNE K CZARNYSZKA	69.
Open	NBAZ - Warrant Clearing Account	Check	1096260	05/19/2021	Accounts Payable	RODGER DAHOZY	406.
Open	NBAZ - Warrant Clearing Account	Check	1096261	05/19/2021	Accounts Payable	DELL COMPUTER CORPORATION	5,012.
Open	NBAZ - Warrant Clearing Account	Check	1096262	05/19/2021	Accounts Payable	DEMCO	194.
Open	NBAZ - Warrant Clearing Account	Check	1096263	05/19/2021	Accounts Payable	DIAMOND C FEEDS	157.
Open	NBAZ - Warrant Clearing Account	Check	1096264	05/19/2021	Accounts Payable	BEN DUGDALE	148.
Open	NBAZ - Warrant Clearing Account	Check	1096265	05/19/2021	Accounts Payable	EMPIRE MACHINERY	5,920.
Open	NBAZ - Warrant Clearing Account	Check	1096266	05/19/2021	Accounts Payable	FAIR WELDING & INSPECTION	350.
Open	NBAZ - Warrant Clearing Account	Check	1096267	05/19/2021	Accounts Payable	FERRELLGAS	415.
Open	NBAZ - Warrant Clearing Account	Check	1096268	05/19/2021	Accounts Payable	MATTHEW G FISH	109.
Open	NBAZ - Warrant Clearing Account	Check	1096269	05/19/2021	Accounts Payable	FRONTIER	177.
Open	NBAZ - Warrant Clearing Account	Check	1096270	05/19/2021	Accounts Payable	FRONTIER	179.
Open	NBAZ - Warrant Clearing Account	Check	1096271	05/19/2021	Accounts Payable	FRONTIER	111.
Open	NBAZ - Warrant Clearing Account	Check	1096272	05/19/2021	Accounts Payable	FRONTIER	78.
Open	NBAZ - Warrant Clearing Account	Check	1096273	05/19/2021	Accounts Payable	FRONTIER	173.
Open	NBAZ - Warrant Clearing Account	Check	1096274	05/19/2021	Accounts Payable	FRONTIER	199.
Open	NBAZ - Warrant Clearing Account	Check	1096275	05/19/2021	Accounts Payable	FRONTIER	1,341.
Open	NBAZ - Warrant Clearing Account	Check	1096276	05/19/2021	Accounts Payable	FRONTIER	77.
Open	NBAZ - Warrant Clearing Account	Check	1096277	05/19/2021	Accounts Payable	FRONTIER	78.
Open	NBAZ - Warrant Clearing Account	Check	1096278	05/19/2021	Accounts Payable	FRONTIER	822.
Open	NBAZ - Warrant Clearing Account	Check	1096279	05/19/2021	Accounts Payable	FRONTIER	822.
Open	NBAZ - Warrant Clearing Account	Check	1096280	05/19/2021	Accounts Payable	FRONTIER	918.
Open	NBAZ - Warrant Clearing Account	Check	1096281	05/19/2021	Accounts Payable	FRONTIER	432.
Open	NBAZ - Warrant Clearing Account	Check	1096282	05/19/2021	Accounts Payable	FRONTIER	732.
Open	NBAZ - Warrant Clearing Account	Check	1096283	05/19/2021	Accounts Payable	FUTURE TIRE	161.
Open	NBAZ - Warrant Clearing Account	Check	1096284	05/19/2021	Accounts Payable	GALLUP SUN PUBLISHING	132.
Open	NBAZ - Warrant Clearing Account	Check	1096285	05/19/2021	Accounts Payable	GENES FRAME & ALIGNMENT INC	119.
Open	NBAZ - Warrant Clearing Account	Check	1096286	05/19/2021	Accounts Payable	ADRIANA C GILLESPIE	360.
Open	NBAZ - Warrant Clearing Account	Check	1096287	05/19/2021	Accounts Payable	JOHANNA K GONZALEZ	36.
Open	NBAZ - Warrant Clearing Account	Check	1096288	05/19/2021	Accounts Payable	DARYL GREER	119.
Open	NBAZ - Warrant Clearing Account	Check	1096289	05/19/2021	Accounts Payable	ROBERT JAMES HIGGINS	3,710.
Open	NBAZ - Warrant Clearing Account	Check	1096290	05/19/2021	Accounts Payable	HILL AZ GROCERY STORE	129.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096291	05/19/2021	Accounts Payable	HILLYARD/FLAGSTAFF	2,798.
Open	NBAZ - Warrant Clearing Account	Check	1096292	05/19/2021	Accounts Payable	HOME DEPOT	33.
Open	NBAZ - Warrant Clearing Account	Check	1096293	05/19/2021	Accounts Payable	INGRAM LIBRARY SERVICES	4,764.
Open	NBAZ - Warrant Clearing Account	Check	1096294	05/19/2021	Accounts Payable	JERRY'S OFFICE FURNITURE	5,474.
Open	NBAZ - Warrant Clearing Account	Check	1096295	05/19/2021	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	764.
Open	NBAZ - Warrant Clearing Account	Check	1096296	05/19/2021	Accounts Payable	MICHELLE JONES	60.
Open	NBAZ - Warrant Clearing Account	Check	1096297	05/19/2021	Accounts Payable	KB WELDING INC	598.
Open	NBAZ - Warrant Clearing Account	Check	1096298	05/19/2021	Accounts Payable	KONICA MINOLTA	261.
Open	NBAZ - Warrant Clearing Account	Check	1096299	05/19/2021	Accounts Payable	LARSON WASTE INC	60.
Open	NBAZ - Warrant Clearing Account	Check	1096300	05/19/2021	Accounts Payable	MICHAEL LATHAM	416.
Open	NBAZ - Warrant Clearing Account	Check	1096301	05/19/2021	Accounts Payable	LAWSON PRODUCTS INC	1,068.
Open	NBAZ - Warrant Clearing Account	Check	1096302	05/19/2021	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	7.
Open	NBAZ - Warrant Clearing Account	Check	1096303	05/19/2021	Accounts Payable	MCKESSON MEDICAL SURGICAL	44.
Open	NBAZ - Warrant Clearing Account	Check	1096304	05/19/2021	Accounts Payable	MOHAWK AUTOMOTIVE LIFTS SOUTHWEST	930.
Open	NBAZ - Warrant Clearing Account	Check	1096305	05/19/2021	Accounts Payable	NAPA	96.
Open	NBAZ - Warrant Clearing Account	Check	1096306	05/19/2021	Accounts Payable	NATIONAL SHERIFFS' ASSOCIATION	624.
Open	NBAZ - Warrant Clearing Account	Check	1096307	05/19/2021	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	445.
Open	NBAZ - Warrant Clearing Account	Check	1096308	05/19/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,154.
Open	NBAZ - Warrant Clearing Account	Check	1096309	05/19/2021	Accounts Payable	NAVAJO WESTERNERS	69.
Open	NBAZ - Warrant Clearing Account	Check	1096310	05/19/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	8,789.
Open	NBAZ - Warrant Clearing Account	Check	1096311	05/19/2021	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	878.
Open	NBAZ - Warrant Clearing Account	Check	1096312	05/19/2021	Accounts Payable	ANTONY C NOTAH	70.
Open	NBAZ - Warrant Clearing Account	Check	1096313	05/19/2021	Accounts Payable	OVERDRIVE INC	620.
Open	NBAZ - Warrant Clearing Account	Check	1096314	05/19/2021	Accounts Payable	DANA BRYCE PATTERSON	8,500.
Open	NBAZ - Warrant Clearing Account	Check	1096315	05/19/2021	Accounts Payable	DOUGLAS LANCE PEARCE	400.
Open	NBAZ - Warrant Clearing Account	Check	1096316	05/19/2021	Accounts Payable	PENWORTHY COMPANY	234.
Open	NBAZ - Warrant Clearing Account	Check	1096317	05/19/2021	Accounts Payable	PERFECT PRINTZ LLC	873.
Open	NBAZ - Warrant Clearing Account	Check	1096318	05/19/2021	Accounts Payable	PIMA COUNTY MEDICAL	9,200.
Open	NBAZ - Warrant Clearing Account	Check	1096319	05/19/2021	Accounts Payable	RANDOLPH PLATT DDS	347.
Open	NBAZ - Warrant Clearing Account	Check	1096320	05/19/2021	Accounts Payable	PRAXAIR DISTRIBUTION INC	39.
Open	NBAZ - Warrant Clearing Account	Check	1096321	05/19/2021	Accounts Payable	PREMIUM PROPANE LLC	205.
Open	NBAZ - Warrant Clearing Account	Check	1096322	05/19/2021	Accounts Payable	QUILL CORP	6,811.
Open	NBAZ - Warrant Clearing Account	Check	1096323	05/19/2021	Accounts Payable	RACHER'S OFFICE EQUIPMENT	380.
Open	NBAZ - Warrant Clearing Account	Check	1096324	05/19/2021	Accounts Payable	REST UR RUMP	280.
Open	NBAZ - Warrant Clearing Account	Check	1096325	05/19/2021	Accounts Payable	RHINEHART OIL CO	25,009.
Open	NBAZ - Warrant Clearing Account	Check	1096326	05/19/2021	Accounts Payable	RIGG LAW FIRM PLLC	2,336.
Open	NBAZ - Warrant Clearing Account	Check	1096327	05/19/2021	Accounts Payable	SAFELITE AUTO GLASS	64.
Open	NBAZ - Warrant Clearing Account	Check	1096328	05/19/2021	Accounts Payable	SAFEWAY INC	213.
Open	NBAZ - Warrant Clearing Account	Check	1096329	05/19/2021	Accounts Payable	LAURA J SALAZAR	49.
Open	NBAZ - Warrant Clearing Account	Check	1096330	05/19/2021	Accounts Payable	LAURENCE SCHIFF	1,600.

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1096331	05/19/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,951.
Open	NBAZ - Warrant Clearing Account	Check	1096332	05/19/2021	Accounts Payable	SIERRA PROPANE	518.
Open	NBAZ - Warrant Clearing Account	Check	1096333	05/19/2021	Accounts Payable	SONORA QUEST LABORATORIES	242.
Open	NBAZ - Warrant Clearing Account	Check	1096334	05/19/2021	Accounts Payable	SPARKLETTS WATER	194.
Open	NBAZ - Warrant Clearing Account	Check	1096335	05/19/2021	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	50.
Open	NBAZ - Warrant Clearing Account	Check	1096336	05/19/2021	Accounts Payable	ST JOHNS CITY	787.
Open	NBAZ - Warrant Clearing Account	Check	1096337	05/19/2021	Accounts Payable	ST JOHNS UNITED DRUG	5.
Open	NBAZ - Warrant Clearing Account	Check	1096338	05/19/2021	Accounts Payable	SUN & SECURITY LLC	2,405.
Open	NBAZ - Warrant Clearing Account	Check	1096339	05/19/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	507.
Open	NBAZ - Warrant Clearing Account	Check	1096340	05/19/2021	Accounts Payable	THE POUR STATION	15.
Open	NBAZ - Warrant Clearing Account	Check	1096341	05/19/2021	Accounts Payable	THOMSON REUTERS WEST	3,697.
Open	NBAZ - Warrant Clearing Account	Check	1096342	05/19/2021	Accounts Payable	TOWN OF SPRINGERVILLE	358.
Open	NBAZ - Warrant Clearing Account	Check	1096343	05/19/2021	Accounts Payable	TYLER TECHNOLOGIES INC	750.
Open	NBAZ - Warrant Clearing Account	Check	1096344	05/19/2021	Accounts Payable	US POSTMASTER	150.
Open	NBAZ - Warrant Clearing Account	Check	1096345	05/19/2021	Accounts Payable	VALLEY AUTO PARTS	444.
Open	NBAZ - Warrant Clearing Account	Check	1096346	05/19/2021	Accounts Payable	VALLEY IMAGING SOLUTIONS	7.
Open	NBAZ - Warrant Clearing Account	Check	1096347	05/19/2021	Accounts Payable	VERIZON WIRELESS	1,389.
Open	NBAZ - Warrant Clearing Account	Check	1096348	05/19/2021	Accounts Payable	WAGNER EQUIPMENT CO	947.
Open	NBAZ - Warrant Clearing Account	Check	1096349	05/19/2021	Accounts Payable	CHERYL ANN WARD	60.
Open	NBAZ - Warrant Clearing Account	Check	1096350	05/19/2021	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	308.
Open	NBAZ - Warrant Clearing Account	Check	1096351	05/19/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	709.
Open	NBAZ - Warrant Clearing Account	Check	1096352	05/19/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	259.
Open	NBAZ - Warrant Clearing Account	Check	1096353	05/19/2021	Accounts Payable	HANNAH MICHELLE WILKINSON	29.
Open	NBAZ - Warrant Clearing Account	Check	1096354	05/19/2021	Accounts Payable	WOODLAND BUILDING CENTER	498.
Open	NBAZ - Warrant Clearing Account	Check	1096355	05/19/2021	Accounts Payable	WORLD OF TRAVEL	598.
Open	NBAZ - Warrant Clearing Account	Check	1096356	05/19/2021	Accounts Payable	WRIGHT EXPRESS FSC WEX	2,960.
Open	NBAZ - Warrant Clearing Account	Check	1096357	05/20/2021	Accounts Payable	AZ SUPREME COURT	200.
Open	NBAZ - Warrant Clearing Account	Check	1096358	05/20/2021	Accounts Payable	AZ SUPREME COURT	200.

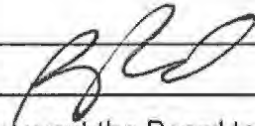
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____



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

Request approval of minutes dated May 4, 2021 and May 6, 2021.

BOS Meeting Date Requested June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
May 4, 2021
St. Johns, Arizona

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

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

Stephanie McCarthy led the Pledge of Allegiance.

Jack Ingram gave the invocation.

Chairman Shirley called for the Health District items.

Stephanie McCarthy, on behalf of the Health Department, requested approval of a Memorandum of Agreement between Apache County Health Department and Arizona Community Health Workers Association for the implementation of the Finding Meaning & Hope virtual workshops for caregivers in Apache County, not to exceed a total contract amount of \$2,500, effective May 5, 2021 through August 31, 2021. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Stephanie McCarthy, on behalf of the Health Department, requested approval of the contract with Adriana Gillespie, RN to be a subcontractor for Clinical Services. This has been budgeted for in FY21. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Shirley called for the Library District item.

SueAn Stradling-Collins, Library Director, requested approval of the acceptance of 174 copies of What I Eat: Around the World in 80 Diets, donated by Reader to Reader, Inc. at a value of \$6,960.00. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Davis moved to adjourn the Library District meetings, seconded by Mr. Shepherd. Vote was unanimous.

Chairman Shirley called for the regular agenda items.

Mark Fish, Community Development Director, presented the item following a public hearing, discussion and possible approval of a Major Plat Amendment application allowing William

French to split lots 2 & 3 of the Hidden Paradise Annex subdivision; creating four new lots, all of which are 3 plus acres. The new lots will have access from the existing country road 8409; there will be no changes made to the existing roadways, easements, or access to the surrounding lots. Property is located in Vernon, AZ. A.P.N 106-26-002 and 106-26-003. The Planning & Zoning Commission unanimously recommended approval on April 1, 2021 without conditions. **Mr. Shepherd made the motion to open the public hearing, seconded by Mr. Davis.** Vote was unanimous. There was no one wanting to address the Board during call to the public. **Mr. Davis made the motion to close the public hearings, seconded by Mr. Shepherd.** Vote was unanimous. **Mr. Shepherd moved to approve the plat amendment, seconded by Mr. Davis.** Vote was unanimous.

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

A. Request approval of demands as distributed to the Apache County Board of Supervisors between April 6, 2021 to May 4, 2021. Payee Amount

ALANE M MOORE	1,800.00
AMAZON CAPITAL SERVICES INC (IT DEPT)	2,720.72
AMIGO CHEVROLET	5,453.72
AZ COUNTIES INSURANCE POOL	2,500.00
AZ DEPT OF HEALTH SERVICES	1,400.00
AZ DEPT OF RISK MANAGEMENT	1,119.03
B & H PHOTO VIDEO PRO AUDIO	22,304.78
BLUE KNIGHT SECURITY LLC	5,650.00
BLUE LINE TOWING	1,000.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS	2,403.40
CONTINUANT INC	1,178.20
CONTRACT PHARMACY SERVICES INC	3,996.35
COURTESY CHEVROLET	54,310.34
ECHELON FRONT LLC	8,000.00
ELEVATION HEALTH SERVICES LLC	5,475.00
EMPIRE MACHINERY	11,559.74
ESRI INC	6,391.08
FUTURE TIRE	3,639.99
HINTON BURDICK PLLC	1,750.00
KLINT HEAP	1,355.01
LEGATE, PENROD & ASSOCIATES	4,100.00
MICHAEL LATHAM	3,788.09
MOORE LAW PLLC	2,944.00
NOEL'S INC	1,746.76
QUILL CORP	3,932.77
RHINEHART OIL CO	6,075.96
RUSH TRUCK CENTER	191,103.59
SECURUS TECHNOLOGIES INC	2,392.65
SPEEDY SALES AND SERVICE	37,640.60
THE AARONS COMPANY LLC	3,000.00
TRINITY SERVICES GROUP INC	16,081.11
ULINE INC	1,115.28
WILLIAMS BROTHERS AUTO SERVICE, LLC	3,881.34
WOODLAND BUILDING CENTER	1,313.94
WRIGHT EXPRESS FSC WEX	1,375.77
YAZZIE'S AUTO PARTS INC	1,052.42
LEHIGH OUTFITTERS LLC	1,064.19
NATIONAL BANK	16,210.19
SPORTS WORLD INC	1,003.00
ACLU FOUNDATION OF ARIZONA	6,500.00
ALL MOUNTAIN RV SERVICE & SUPPLY	1,155.83
AMAZON CAPITAL SERVICES INC (IT DEPT)	3,009.25
AMERIGAS - GALLUP	2,749.47
APACHE COUNTY FSA	1,074.11
APACHE COUNTY HSA	4,237.50
APACHE COUNTY MEDICAL	163,310.36
APACHE COUNTY TAX WITHHOLDING	135,917.36
ARIZONA ELEVATOR SOLUTIONS INC	2,963.00
ASRS LEGACY EORP	8,301.16
AUTO SAFETY HOUSE LLC	1,063.66
AZ ASSN OF COUNTIES	12,478.87
AZ COUNTIES WORKERS COMPENSATION PLAN	53,685.77
AZ STATE RETIREMENT SYSTEM	109,235.05
AZLGEBT	329,531.15
BREWER LAW OFFICE PLLC	8,500.00
CDW GOVERNMENT LLC	2,719.82
CHANGEPOINT INTEGRATED HEALTH	3,300.00
COLONIAL LIFE AND ACCIDENT INS	1,490.24
CORRECTIONS OFFICER RET PLAN	10,622.62
CORRECTIONS OFFICER RETIREMENT PLAN	5205,078.95
COWBOY UP HAY AND RANCH SUPPLY	2,071.80
DANA BRYCE PATTERSON	8,500.00
DELL COMPUTER CORPORATION	5,588.35
EORP LEGACY	1,360.17
HAMBLIN LAW OFFICE PLC	8,500.00
HOME DEPOT	2,515.65
HORNE AUTO CENTER INC	3,199.99
HOUSTON BARRICADE & SUPPLY LLC	35,791.78
JCG TECHNOLOGIES INC	1,992.89
LAURENCE SCHIFF	2,000.00
MEAD	

PUBLISHING2,575.00 MICHAEL LATHAM 7,915.23 NAPA 1,956.09 NATIONWIDE
2,063.61 NATIONWIDE TRUST FSB3,718.16 NAVAJO COUNTY FAMILY ADVOCACY
CENTER 1,350.00 NAVOPACHE ELECTRIC COOPERATIVE 6,503.48 NORTHERN
ARIZONA COUNCIL OF GOVERNMENT - NACOG12,500.00 OVERDRIVE INC1,116.99
PAGE STEEL5,602.93 PINAL COUNTY ARIZONA24,900.00 PUBLIC SAFETY
PERSONNEL 40113,397.80 PUBLIC SAFETY SHERIFF RET 33,438.52 PUERCO VALLEY
AMBULANCE SERVICE1,361.24 QUILL CORP 1,519.91 R JOHN R JOHN LEE
ATTORNEY AT LAW8,500.00 RECROOMS.COM 2,699.00 RHINEHART OIL CO19,383.62
RIGG LAW FIRM PLLC 2,802.00 ROBERT JAMES HIGGINS3,533.28 SECURUS
TECHNOLOGIES INC1,903.37 SIERRA PROPANE3,501.76 SPORTS WORLD INC2,459.00
SUPPORT PAYMENT CLEARINGHOUSE1,588.88 THOMSON REUTERS WEST4,649.08
TYRON JENSEN 1,284.15 VALLEY AUTO PARTS1,793.97 VERIZON WIRELESS 1,840.93
WOODLAND BUILDING CENTER 16,455.53 WRIGHT EXPRESS FSC WEX2,042.20
YAZZIE'S AUTO PARTS INC1,457.01 ADHS AZ HEALTH CARE COST2,400.00 AZ DEPT
OF REVENUE12,326.78 BENSON FRANCIS 1,215.00 MICHAEL LATHAM5,279.99
AMAZON CAPITAL SERVICES INC10,487.50 AMAZON COM INC (Health &
Library)1,034.11 AZ DEPT OF HEALTH SERVICES 1,420.00 BEACON FIRE AND
SECURITY LLC3,510.34 BLUE HILLS ENVIRONMENTAL 34,193.39 CHANGEPOINT
INTEGRATED HEALTH6,600.00 COALITION OF ARIZONA NEW MEXICO COUNTIES
2,600.00 CRESCENT ELECTRIC SUPPLY CO 3,536.81 DARREN WAUNKA1,815.00
DESERT MOUNTAIN CORPORATION 36,421.22 EARNHARDT FORD SALES 54,713.15
ECHELON FRONT LLC8,000.00 FRONTIER1,306.48 FRONTIER1,879.91 GALLUP
LUMBER & SUPPLY1,043.37 HIGH COUNTRY SIGNS LLC 1,175.00 HOME
DEPOT1,407.64 INGRAM LIBRARY SERVICES5,236.33 INLAND KENWORTH INC
(FARMINGTON) 1,236.65 JAY YELLOWHORSE1,025.36 JERRY'S OFFICE
FURNITURE18,262.44 K-LOG3,821.12 KUBL GROUP LLC 70,350.00 MICHAEL LATHAM
1,908.65 NATIONAL BUSINESS FURNITURE1,767.49 NAVAJO NATION1,200.00
NAVAJO NATION WATER CODE ADMIN1,272.00 NAVAJO TRIBAL UTILITY
AUTHORITY 7,690.18 NAVOPACHE ELECTRIC COOPERATIVE12,632.31
NEWMAN SIGNS INC3,631.12 NORCHEM DRUG TESTING LAB (CORDANT)1,656.55
OVERDRIVE INC2,335.13 PABLO'S UPHOLSTERY & SUPPLIES1,575.00 PIMA COUNTY
MEDICAL 9,200.00 PITNEY BOWES RESERVE ACCOUNT 5,000.00 QUILL CORP
4,454.95 RALLY GEAR LLC1,370.00 REDW LLC33,000.00 RHINEHART OIL CO24,317.19
SECURUS TECHNOLOGIES INC 1,898.17 SIERRA PROPANE 1,640.51 SKY BLUE HVAC
LLC 4,933.00 ST JOHNS EMERGENCY SERVICES 1,063.26 THE ARIZONA
PARTNERSHIP FOR IMMUNIZATION1,700.42 VERIZON WIRELESS4,425.88
WOODLAND BUILDING CENTER 3,597.72 YELTON AND ASSOCIATES20,000.00 AIR-
A-ZONA FLAG CO INC 1,037.81 ANDREW DENNISON12,474.00 NAVAJO TRIBAL
UTILITY AUTHORITY 2,318.45 ALLEGRA7,742.00 AMAZON CAPITAL SERVICES
INC9,015.72 AMAZON COM INC (Health & Library) 1,503.33 APACHE COUNTY TAX
WITHHOLDING 136,659.47 ASPEN TIRE & OIL 1,723.20 ASRS LEGACY EORP8,301.16
AZ STATE RETIREMENT SYSTEM108,047.39 BOB BARKER COMPANY INC6,733.95
BOOT BARN 2,964.27 BURNHAM MORTUARY 1,000.00 CORRECTIONS OFFICER RET
PLAN 10,622.63 CORRECTIONS OFFICER RETIREMENT PLAN 5204,960.99 COURTESY
AUTO OF MESA LLC 6,065.84 DELL COMPUTER CORPORATION 12,299.05 DLT
SOLUTIONS LLC5,478.65 ECHELON FRONT LLC 4,000.00 EMPIRE MACHINERY

14,898.92 EORP LEGACY1,360.17 FUTURE TIRE6,892.10 HOME DEPOT,803.71 INGRAM LIBRARY SERVICES1,470.27 NATIONWIDE 1,213.26 NATIONWIDE TRUST FSB3,745.29 OVERDRIVE INC2,494.72 PUBLIC SAFETY PERSONNEL 40113,397.80 PUBLIC SAFETY SHERIFF RET35,866.77 QUILL CORP7,010.28 RHINEHART OIL CO40,819.58 SHOW LOW FORD INC2,128.68 SOUTHERN TIRE MART LLC1,599.11 STAN'S DIESEL AND PERFORMANCE1,678.71 WHITE MOUNTAIN REGIONAL MEDICAL CENTER1,020.28 YAZZIE'S AUTO PARTS INC3,331.48 NAVAJO TRIBAL UTILITY AUTHORITY 7,388.08 TAMARA SUE ELLSWORTH1,088.32 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 April 6, 2021. C. Request approval of the tax exemption for the Butterfly Lodge Museum for parcel 102-57-040 pursuant to A.R.S. §42-11153. The exemption was filed late due to an administrative oversight within the organization. D. Request approval of the tax exemption for the Hogan Hozhoni Christian Child Care Services. LLC for parcel 209-18-002 pursuant to A.R.S. §42-11153. The exemption was filed late due to an administrative oversight within the organization. E. Request approval to designate Timothy Hinton as the County's Chief Fiscal Officer for the purpose of submitting fiscal year 2021 and 2022 Arizona Expenditure Limitation Report to the Arizona Auditor General's Office. F. Request appointment of the Human Resources Director as the Chairman of the Public Safety and Correction Officer Retirement Boards. Community Development: G. Request approval to waive the \$300 fee for a Temporary Use Permit for Greer Civic Association, a non-profit organization, to hold Greer Days, an annual community event in Greer to be held on June 11 & 12, 2021. H. Request appointment of Chuck Humphries to serve on the Board of Adjustments and Appeals, effective May 4, 2021. Vote was unanimous.

Travis Simshauser, on behalf of District III, requested approval of a resolution to act as the fiscal agent for Concho Fire District upon award of a grant through Gila River Indian Community. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera requested approval to donate a 2011 Dodge Pickup 2500 VIN#3D7TT2CT7BG627451 to the St. Johns Fire Department in the condition as is without warranty or liability. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Paul Hancock, Probation Director, requested approval of an ongoing Family Counseling Grant in the amount of \$12,200 with a match of \$2,445 provided by Apache County. This has been budgeted for in FY21. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson requested renewal of the Lease Agreement between Apache County and the Arizona Department of Transportation for the Motor Vehicle Division to occupy property at the Chinle Road Yard. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Chairman Shirley opened the floor for call to the public.

Jim McGregor, a resident of Apache County addressed the board with his concern with Road N8333 which was changed by the county from maintained road #8230. Mr. McGregor stated he brought this to the attention of the board two months ago and at that time the Board passed the issue over to the county manager and the county engineer. Mr. McGregor thanked Mr. Crosby for following up on the issue and said Mr. Crosby had gone back through the records and found county road 8230 was created in the 1960's but could not find any board approval for N8333. Mr. McGregor stated he has been told there is history of a tiff between his neighbor and the engineering department that caused individuals in the engineering department to change the road to a non-maintained road without board approval and that opens the county up to legal issues; the first being by changing the road, they altered the potential use and value of all the parcels that feed off the road and anyone living there at the time could have a legal case against the county. Mr. McGregor stated the second issue is there are disabled individuals who live off the road and would be considered a violation of the American Disabilities Act and considered discriminatory against people with disabilities since their medical supplies cannot be delivered. Mr. McGregor stated the U.S. Justice Department would side with him on this issue and requested the road be maintained by the county.

Kendra McGregor, a resident of Apache County requested the county maintain N8333. Mrs. McGregor stated she has a home business and has difficulty getting shipments delivered due to the addressing issue with the confusion of road 8230 an 8333.

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

Approved this 1st day of June, 2021.

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
May 6, 2021
St. Johns, Arizona

Participating via the telephone were Chairman Joe Shirley Jr., Vice Chairman Alton Joe Shepherd and County Manager/Clerk of the Board Ryan Patterson. Supervisor Nelson Davis was in attendance.

Chairman Shirley called to order the Board of Supervisors meeting at 10:00 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Brian Hounshell, Emergency Management Director, requested approval of a resolution declaring Stage I Fire Restrictions for unincorporated areas within Apache County, beginning Friday, May 7, 2021, due to drier than normal conditions and competition for available firefighting resources. **Mr. Davis moved approval, seconded by Mr. Shepherd** who requested a copy of Ordinance #2019-10 referenced in the resolution. Mr. Hounshell stated a copy would be sent to him. Vote was unanimous.

Resolution # 2021 - 09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA,
DECLARING STAGE 1 FIRE RESTRICTIONS DUE TO SEVERE TEMPERATURES AND
EXTREME FIRE DANGER

WHEREAS, Apache County Board of Supervisors has previously enacted Ordinance 2019-10 establishing the Apache County Outdoor Fire Ordinance detailing restrictions and punishments in certain situations of high fire danger, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, the people, lands, infrastructure and economic activities within the boundaries of Apache County are under imminent threat from wildfire due to strong winds, relatively high temperatures and extremely dry conditions, and;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

NOW, THEREFORE, BE IT RESOLVED, that, effective May 7, 2021 at 12:01 a.m., the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 1 Fire Restrictions as defined in Apache County Ordinance 2019-10, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on May 6, 2021.

APACHE COUNTY BOARD OF SUPERVISORS

By: /s/ Dr. Joe Shirley, Jr.
Chairman of the Board

ATTEST:

/s/ Ryan Patterson, County Manager

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

Approved this 1st day of June, 2021.

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

AGS 0011

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

Finance

Date/Signature:  5/20/2021

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

Request approval of updated pension Funding Policy in accordance with A.R.S. §38-863.01

BOS Meeting Date Requested June 1, 2021

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 _____

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

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

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

BOARD OF SUPERVISORS OF APACHE COUNTY

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

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



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

Public Safety Personnel Retirement System Pension Funding Policy

This pension funding policy is done in accordance of ARS § 38-863.01. The following terms used throughout this policy are defined as:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability.

The Board formally accepts the assets, liabilities, and current funding ratio of the county's PSPRS trust funds as reported by PSPRS, the plan administrator. The following information is from the individual plan's June 30, 2020 actuarial valuation.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Sheriff's Department	\$5,556,300	\$17,371,009	\$11,814,709	32.0%
Corrections	\$1,798,691	\$2,887,532	\$1,088,841	62.3%
Total Amount	\$7,354,991	\$20,258,541	\$12,903,550	36.3%

Consistent with the PSPRS' Actuarial Funding Policy, the Board's PSPRS funding ratio goal is 100% (fully funded).

The county entered into a Revenue Obligation Bond in March 2021 to bring both the Sheriffs Department Trust Fund and the Corrections Trust Fund to be fully funded. This separate Bond will require payments over the next 17 years. The county also funded a Contingency Reserve Fund with a portion of the bond proceeds.

The plan to maintain fully funded status with PSPRS Trust Funds requires full ARC payments (normal costs) from operating funds. To help maintain stability of the ARC, the county may draw funds from the Contingency Reserve Fund when market conditions or changes in actuarial assumptions adversely impact the county's Actuarial Accrued Liabilities. The estimated ARC for FY22 is \$283,088.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 5/19/21 Mark Fin

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

Consent Agenda - Request the appointment of Brad Jarvis to serve on the Planning & Zoning Commission, appointed for a 4-year term effective June 1, 2021.

BOS Meeting Date Requested: June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

Apache County Attorney

Date/Signature:

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

County Attorney: Discussion and possible approval of relocation reimbursement in the amount \$500, according to Apache County Human Resources Policy Manual Section 1.7 for two newly hired Legal Clerks. BOS Meeting Date Requested June 1, 2021.

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

[Handwritten signature] 5-25-21

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review

*Ryan
OK'd 9:35
5/26/21*

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Signature Clerk of Board

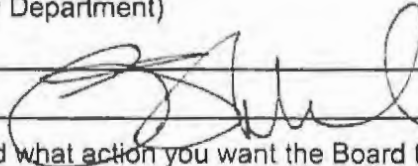
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

FORM 100-0000 (07/2011)

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

Apache County Dist. 2

Date/Signature: 1/5/24/21



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

Submission of a USDA Community Facilities grant for an outdoor solar lighting for Dist. 2 wards (Canada & Fort Defiance) Dist 2 will be matching \$37,189⁰⁰ of total grant of \$118,156⁰⁰

BOS Meeting Date Requested _____

Legal Review: OK per Joe Young PRE-AGENDA ITEM REVIEW

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission		*2. Type of Application		*If Revision, select appropriate letter(s):	
<input checked="" type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New			
<input type="checkbox"/> Application		<input type="checkbox"/> Continuation		* Other (Specify)	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision			
*3. Date Received:			4. Application Identifier:		
5a. Federal Entity Identifier:			*5b. Federal Award Identifier:		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: Apache County Dist. 2					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 86-6000385			*c. Organizational DUNS: 082897786		
d. Address:					
*Street1: 73 W. Cleveland					
Street 2:					
*City: St. Johns					
County: Apache					
*State: Arizona					
Province:					
Country: USA			*Zip/ Postal Code: 85936		
e. Organizational Unit:					
Department Name: Apache County			Division Name: District 2		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Ms.		First Name: Flora			
Middle Name: Ann					
*Last Name: Nez					
Suffix:					
Title: Operations Manager					
Organizational Affiliation: District 2 - County Government					
*Telephone Number: 928-755-3881			Fax Number: 928-755-3226		
*Email: fnez@co.apache.az.us					

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: B. County Government

Type of Applicant 2: Select Applicant Type:

B. County Government

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

USDA

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

Community Facilities

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Community locations: Ganado, AZ & Fort Defiance where county offices are.

*15. Descriptive Title of Applicant's Project:

Apache County Dist. 2-Solar Lighting for Yards

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of: AZ-01

*a. Applicant

*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: Aug. 01, 2021

*b. End Date: Mar. 31, 2022

18. Estimated Funding (\$):

*a. Federal 81,567.00

*b. Applicant 27,189.00

*c. State

*d. Local

*e. Other

*f. Program Income

*g. TOTAL \$108,756.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes

No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

*First Name: Alton

Middle Name: Joe

*Last Name: Shepherd

Suffix:

*Title: County Supervisor

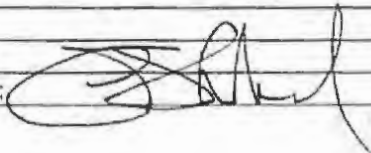
*Telephone Number: 928-755-3881

Fax Number: 928-755-3226

*Email: alton.shepherd@co.apache.az.us

*Signature of Authorized Representative:

Date Signed: 05/24/2021



APPLICANT'S FEASIBILITY REPORT

1. Existing Facility. Briefly describe what facilities you currently have or how service is currently provided.

The Apache County is lacking a secure grounds for protection from theft. The grounds have a chain fence but that hasn't stopped vandels this past year from several break ins. There is limited lighting from NTUA, our only power source on the Navajo Nation. With a limited resource for funding, obtaining solar lighting would be beneficial.

2. Proposed Facility. Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

We would like to purchase solar lighting for our two county grounds where are offices are located. New equipment will be purchased from a local vendor who specializes in solar lighting for offices and streets. See attached aerial photo depicting at night lighting for both offices.

3. Need for the Facility. Indicate why the proposed facility is needed.

Based on three breakins into our Fort Defiance office this past year, the County has lost thousands of dollars from theft of equipment and vehicles, tools, parts. Our lighting is very poor and set in limited spaces within the yards. Both offices in Ganado & Fort Defiance need better lighting and savings from the solar.

4. Service Area. Indicate what area the proposed facility will serve and, if known, the population or number of families served.

Ganado and Fort Defiance, Arizona. Total population for Ganado (2544), Fort Defiance (6250).

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D. C. 20250, and to the Office Management and Budget, Paperwork Reduction Project (0575-0120), Washington, D. C. 20503. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. Cost Estimate.

Development and construction.....	\$ _____
Land and rights.....	_____
Legal fees.....	_____
Architect and Engineer.....	_____
Equipment.....	_____ 57,000-
Refinancing.....	_____ 51,756-
Other (describe)	_____
Total.....	_____ \$ 108,756.00


6. Income. List the sources and estimate the amount of expected revenue for a typical year.

An annual income of 1.2 million, of which 1.2 is for staffing, the rest for operations.

7. Other Funds. List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

none

8. Operating History. If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official 	Date 05/24/21
---	------------------

Navajo Electric

PO Box 4902

Window Rock, AZ 86515

ESTIMATE#

Date	ESTIMATE#
5/17/2021	202002

E-mail	Phone #
navajoelectric@hotmail.com	9282256068

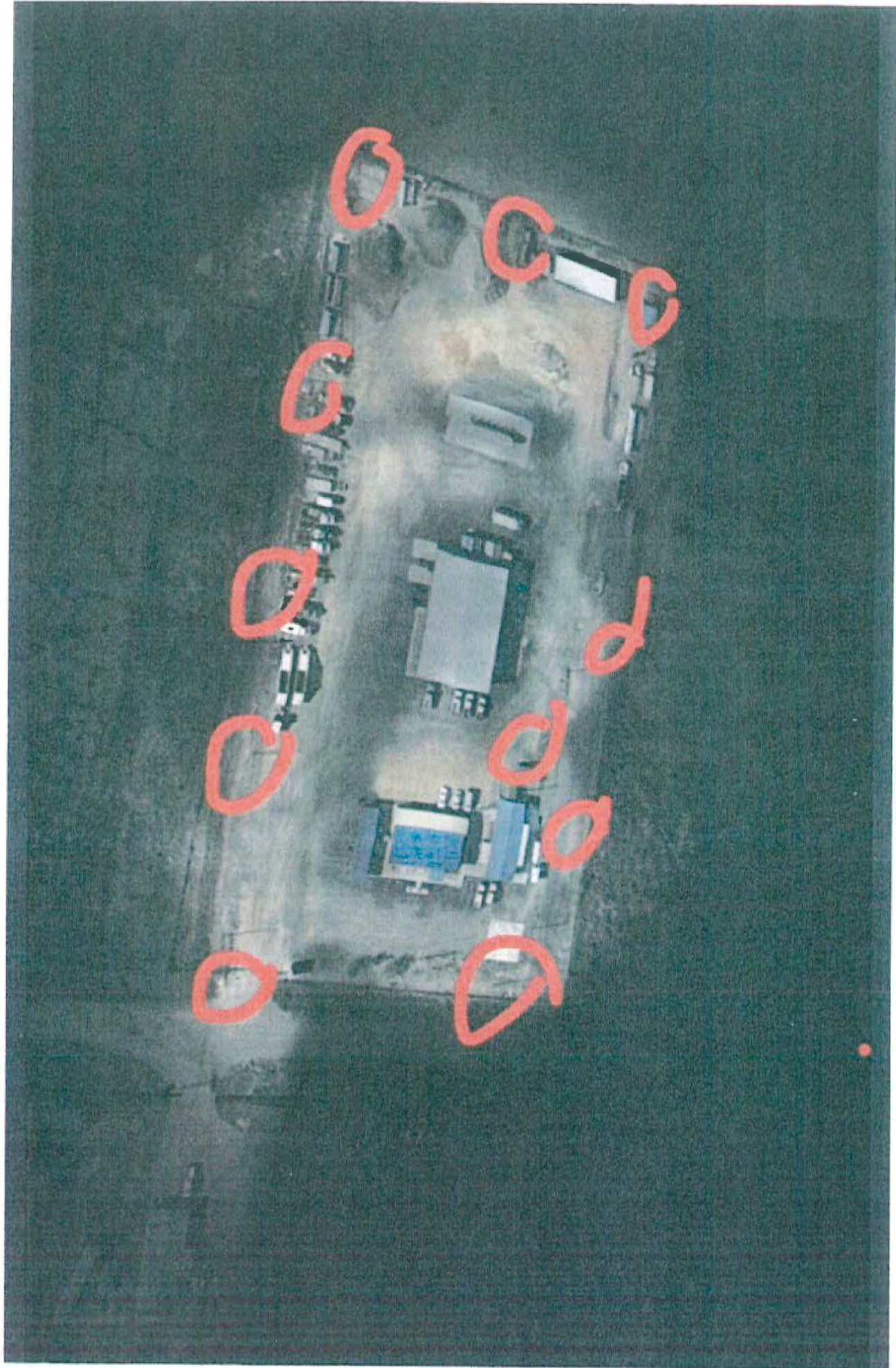


Name / Address
Apache County District 2 Ganado District Office PO Box 899 Ganado, AZ 86505

Project

Solar Street for El Defiance Yard

Description	Qty	Rate	Total
SSL LED Solar Lighting System	11	3,000.00	33,000.00
Luminarie: SSLLED-S1, 60 watt Bridgelux, 9000 Lumens, 5000K LED Output, IP67 2 - 150w (300w) Solar Panel, monocrystalline silicon solar cells Battery Capacity: SSL12-120, 2-12v120Ah (240) Gel Cell Deep Cycle Battery, 5 day battery backup, HDG enclosure for pole mounted batteries Solar charge controller: 15A-12V/24V, IP68, Intelligent Micro-computer Controller Temperature Compensation, with auto-on at and auto-off at dawn Pole: 23 HDG Round Pole - Brown with 4 ft mast arm, Q235, Rust Proof, Resistant to Wind >95 MPH			
Installation of Solar LED Light Pole, assemble, dig, - install cages with rebar and sauna tube, pour concrete and erect Solar Light	11	2,400.00	26,400.00
Subtotal			59,400.00
Navajo Nation Tax		6.00%	3,564.00
Have a great day!	Total		\$62,964.00



Ft. Def
Apache
County Dr
Yard

Navajo Electric

PO Box 4902

Window Rock, AZ 86515

ESTIMATE#

Date	ESTIMATE#
5/14/2021	202005

E-mail	Phone #
navajoelectric@hotmail.com	9282256068



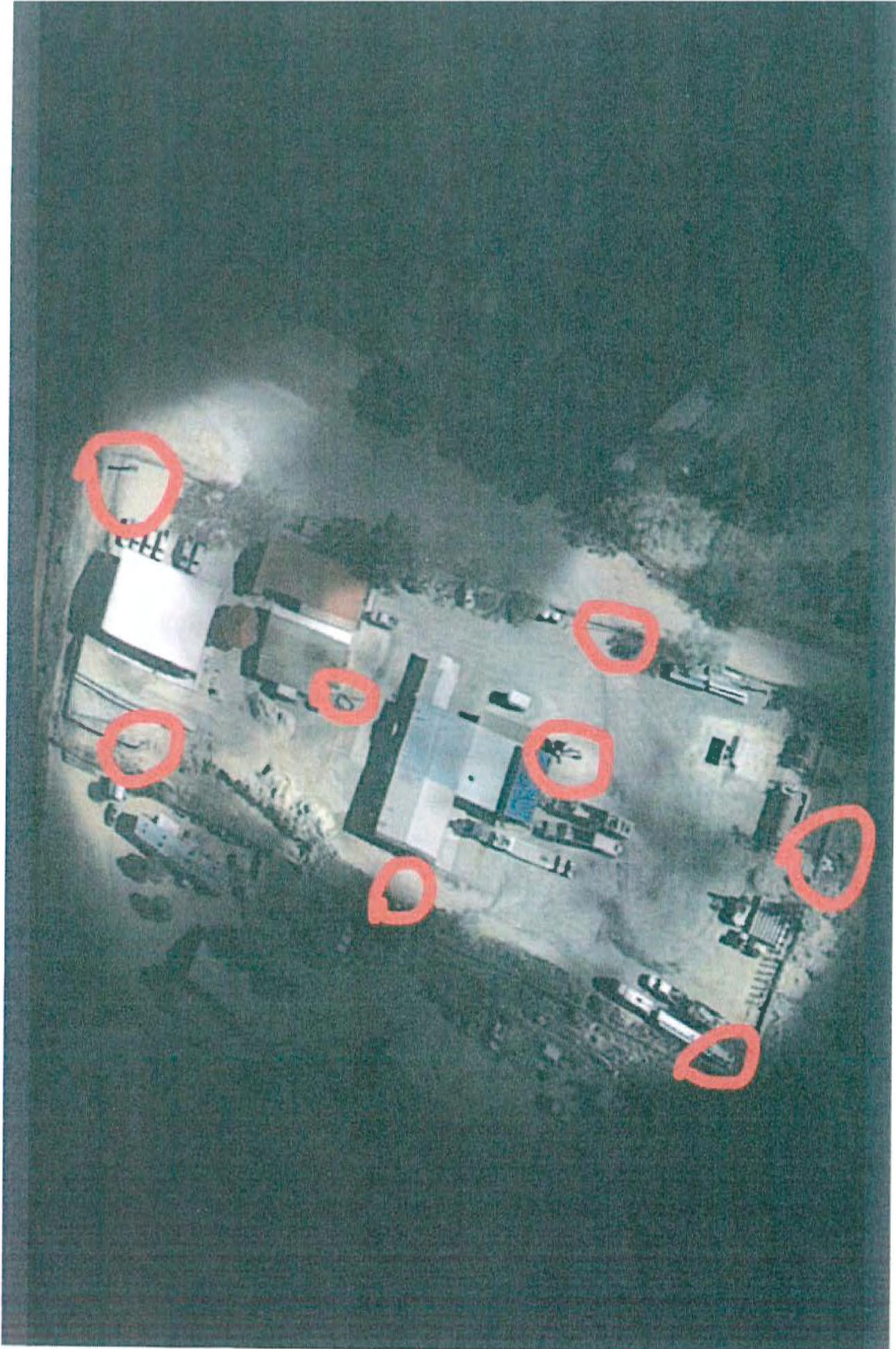
Name / Address
Apache County District 2 Ganado District Office PO Box 899 Ganado, AZ 86505

Project

Install Solar Light for Ganado Yard

Description	Qty	Rate	Total
SSI LED Solar Lighting System:	8	3,000.00	24,000.00
Luminarie: SSI LED-SI, 60 watt Bridgelux, 9000 Lumens, 5000K LED Output, IP67 2 - 150w (300w) Solar Panel, monocrystalline silicon solar cells Battery Capacity: SSI 12-120, 2-12v 120Ah (240) Gel Cell Deep Cycle Battery, 5-day battery backup, HDG enclosure for pole mounted batteries Solar charge controller: 15A-12V/24V, IP68, Intelligent Micro-computer Controller Temperature Compensation, with auto-on at and auto-off at dawn Pole: 23 HDG Round Pole - Brown with 4 ft mast arm, Q235, Rust Proof, Resistant to Wind >95 MPH			
Installation of Solar LED Light Pole, assemble, dig, - install cages with rebar and sauna tube, pour concrete and erect Solar Light	8	2,400.00	19,200.00
Subtotal			43,200.00
Navajo Nation Tax		6.00%	2,592.00
Have a great day!	Total		\$45,792.00

Garado
Apucke D2
County
Yard



**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:

County Manager: Discussion and possible approval of an Independent Contractor Agreement with MH Consulting and Project Management.

BOS Meeting Date Requested: June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

INDEPENDENT CONTRACTOR
AGREEMENT
(MH Consulting and Project Management)

This Agreement for independent contractor services is entered into between Apache County through the Apache County Board of Supervisors ("County") and MH Consulting and Project Management and its agent Malena Hannah ("Contractor") as follows:

RECITALS:

1. Apache County desires to contract with an outside professional provider to represent its citizens in research and legislative actions, court action support, funding for rehabilitation and to offset impacts to our citizens from narcotic usage, to include but not limited to: Opioids, Methamphetamines, prescription abuse, illicit distribution by medical entities, and negotiations with local, State, and Federal entities.
2. The Contractor is competent to provide these services on behalf of the County.

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

1. Assistance in coordination of natural resources planning, analyses, and decision support when pertinent to the County;
2. Submit, administer, and manage Arizona Department of Forestry and Fire Management grants and projects in collaboration with Apache County Emergency Management;
3. Submit, administer, and manage Community Development Block Grants through Arizona Department of Housing under direction from the Board of Supervisors;
4. Research and provide input related to economic development projects and funding sources as part of a collaborative with the Apache County Manager, Economic Development Director, and other state, federal, and local entities when necessary and applicable;
5. Other such planning and management as directed by the County Manager through the Board of Supervisors.

FINANCIAL

As full and complete compensation for the services to be provided by Contractor, the County shall pay to the Contractor a fixed rate fee of fifty dollars (\$50.00) per hour and all reasonable and necessary costs incurred in the performance of services, upon the presentation of proper receipts, not to exceed a total annual amount of \$45,000.00 per year, an amount agreed upon by all parties.

Allowable costs include, but are not limited to, travel expenses, expert fees, printing costs, and cost of media correspondence and presentations. This Agreement shall remain in full force and effect for the period of one year, with an automatic renewal for one additional year unless earlier terminated by the parties.

On the first and third Monday of each month, the Contractor will submit to the County Manager's Office, an invoice for services provided along with digital scans of any receipts to which the contractor is seeking reimbursement. Payment will be made directly to the Contractor in accordance with the County's standard procedures for processing payments.

GENERAL REQUIREMENTS

1. General Requirements

- a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
- b. The Contractor shall comply with all federal and state statutes, regulations, and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Disputes

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

3. Termination of Contract

The Contractor may terminate this contract under the following conditions:

- a. The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.
- b. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.
- c. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract.
- d. Contractor may terminate this contract at any time with thirty (30) days notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- e. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.

1. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.

4. Default

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

5. Independent Contractor

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

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

7. Record Retention

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the

Contractor with such appeals, mitigation claims or exceptions have been resolved.

8. Insurance and Indemnification

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by County;
- b. If required by law, workers' compensation coverage including employees' liability coverage.
- c. Contractor shall provide County with current certificates of insurance.
- d. Contractor shall provide to the County written guarantee of thirty (30) days written notice to the County of cancellation, non-renewal or material change.

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

9. Travel

Contractor will be reimbursed for travel as a cost pursuant to the Financial section of this Agreement.

10. Cancellation for Conflict of Interest

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

11. Assignment

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

Effective Date: June 1, 2021

Expiration Date: May 31, 2022

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

For and on behalf of the County:

Chairman,
Apache County Bord of Supervisors

Date

Contractor

Date

Approved as to form:

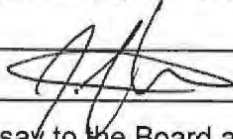
Apache County Attorney's Office

Date

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

Engineering Department

Date/Signature: 5/24/2021



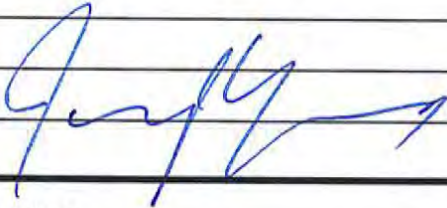
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to enter into a Memorandum of Understanding between the Navajo Nation and Apache County

BOS Meeting Date Requested June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature 

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

I. PREAMBLE AND BUILDING PRINCIPLES

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2021 between the Navajo Nation, through its Division of Transportation (NDOT), hereinafter referred to as “Nation”, and Apache County, Arizona, a political subdivision of the State of Arizona, hereinafter referred to as “Apache County”.

WHEREAS, the Nation has established its Division of Transportation to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads, and pipelines for the delivery of people, commerce and goods within the Navajo Nation that is safe and in harmony with nature. And;

WHEREAS, one of the responsibilities of Apache County is to plan, repair and maintain existing County school bus routes on the Navajo Nation through an Intergovernmental Agreement with the Navajo Nation. And;

WHEREAS, it is the mutual desire of the Nation and Apache County to achieve their goals and work in harmony for the common purpose of protecting the public health, safety, and welfare of the people through improved relationships between the Parties. And;

WHEREAS, each party of this MOU respects the sovereign status of the other and wishes to establish procedures to fully implement the government-to-government relationship with respect to transportation projects of mutual interest and benefit. In recognition of the sovereign status of the Navajo Nation, Apache County respects the continued existence of the Navajo Nation’s government, values, cultures, codes and laws. And;

WHEREAS, Apache County has authority to enter this MOU and participate in transportation projects of mutual interest and benefit with the Nation pursuant to the laws of the State of Arizona, specifically A.R.S. 11-952. And;

WHEREAS, the Nation has authority, as a sovereign nation, to enter this MOU and participate in transportation projects of mutual interest and benefit with Apache County.

NOW, THEREFORE, the Parties hereto agree to the following.

II. PURPOSES AND OBJECTIVES

- A. This MOU is intended to build confidence and trust between the Parties in order to improve communication.
- B. The MOU lays the foundation and framework for developing specific Intergovernmental Agreements (IGA) and other agreements between the Parties to address transportation funding and transportation projects of mutual interest and benefits.
- C. The Parties mutually agree that this MOU is intended to formalize the government-to-government relationship in accordance with applicable laws.
- D. The Parties mutually agree to help maintain a safe and accessible transportation system for the Navajo Nation and Apache County citizens.
- E. The Parties mutually agree to aid in declared emergency situations as a cooperative assistant for the effective, safe, and timely recovery of the transportation system infrastructure.
- F. The Parties mutually agree that this MOU is intended to recognize the responsibility of each party to protect the public health, safety, and welfare of all persons within their jurisdiction.
- G. The Parties mutually agree this MOU is intended to encourage consultation and cooperation with one another on transportation funding and transportation projects of mutual interest and benefit.
- H. The Parties mutually agree that an objective of this MOU is to identify and seek to remove any impediments and barriers impairing the ability to work directly and effectively with one another.
- I. The Parties mutually agree that an objective of this MOU is to incorporate the principles of the MOU in each entity's short and long-term transportation planning.

III. AGREEMENT AND RESPONSIBILITIES

The Nation and Apache County mutually agree to the following:

- A. The Parties will establish a working group composed of appointed representatives of each to carry out the purposes and objectives of this MOU.
- B. The Parties agree that the working group will meet, at a minimum, annually to establish goals, objectives and definition of tasks relating to implementation of projects of mutual concern and to identify and seek to remove obstacles impairing the achievement of these goals, objectives, and tasks.

- C. When a specific project has been identified, the working group will meet on a regular basis, as determined by the working group, until the project is completed, to discuss the progress and set priorities for the next meeting.
- D. Once a specific project has been identified, the Parties will, pursuant to the laws applicable to the governing bodies of the participating agencies, enter into a "project specific" Inter-Governmental Agreement (IGA) or other agreement for the particular project.
- E. After the project is established, the working group will develop an action plan, which describes the project and the tasks to be performed by each party, separately or jointly and the means to be used to fund and complete the project to be included in the project specific IGA.
- F. The Parties agree to work efficiently together in order to enhance each party's participation in the actions of the other party that may affect the interests of both of the Parties, including but not limited to on-going activities, short-range and long-range transportation planning decisions, and their implementation.
- G. The Parties agree the transportation system and infrastructure within Apache County and the Navajo Nation be directed towards maintenance on existing County school bus routes and other roads currently in inventory that are located on the Navajo Nation.
- H. The Parties agree to aid in emergency situations and each transportation department has an important supporting role in emergency response and disaster recovery. A functional transportation system is crucial for getting emergency responders and lifesaving supplies where they need to go and in helping promote economic recovery after a disaster.
- I. The Parties agree to cooperate in nonfinancial ways to support each other's agencies objectives such as assisting in each other's projects as detailed in separate project specific IGA's and utilizing each agency road yards for equipment storage overnight and on weekends. The Parties agree that storing equipment in another agency's facility will be at the equipment owners' risk and will assume all associated liability for any bodily injury, equipment damage, or theft. Each agency director or elected official is responsible for granting authorization of another agency to utilize their facility.
- J. The Parties agree to include the right to use and access water necessary under reasonably prudent practices for transportation purposes for repairs, preservation, maintenance and to achieve maximum density in the soil for compaction.
- K. The Parties agree it shall be the responsibility of NDOT to identify and inform which roads have the appropriate engineering, environmental and archeological clearance completed for collaborative specific projects on County roads.
- L. The Parties, while acknowledging that funding limitations may exist for either party at any given time, agree to pursue funding jointly or individually for transportation projects of mutual interest and benefit, especially in circumstances where imminent danger is identified that affects the health, safety and welfare of the Nation and Apache County communities.

- M. Nothing in this MOU shall be construed as obligating either party in the expenditure of funds or for the future payment of funds beyond what is in an IGA.
- N. The Parties recognize implementation of this MOU will require education of members, officials, agents, employees, contractors, and subcontractors of both Parties. Therefore, the Parties agree to develop strategies for carrying out these education efforts.
- O. The Parties recognize that a key principle of the working relationship is to address transportation-related issues of mutual concern and to maintain accountability consistent with this MOU. In furtherance of this principle, the Nation's primary contact shall be the Director of the Navajo Division of Transportation who is accountable to the President of the Nation and the Resources and Development Committee of the Navajo Nation Council. Apache County's primary contact shall be the County Engineer who is accountable to the Board of Supervisors.
- P. As a component of the system of accountabilities, the Parties agree that on an annual basis, the working group will review and evaluate its ability to implement the terms of this MOU and will prepare an annual report summarizing this evaluation for the Apache County Board of Supervisors and the Nation's President and Resources and Development Committee of the Navajo Nation Council.

IV. AGREEMENT TO WORK IN GOOD FAITH

- A. In good faith, the County Manager, and the County Employees of Apache County, in their official capacity or through their designee(s) shall endeavor to implement the terms of this MOU.
- B. In good faith, the President of the Navajo Nation or through his/her designee(s) including the Director of the Division of Transportation and the Division of Transportation Department Managers shall endeavor to implement the terms of this MOU.

V. RESERVATION OF RIGHTS

In executing this MOU, neither the Nation nor Apache County waives any rights, including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their protecting laws. Specifically, nothing in this MOU shall be constructed as a waiver of sovereign immunity by the Navajo Nation, consent to be sued or consent to jurisdiction of any federal or state court. Nothing in this MOU creates, implies nor should be construed to create any right of action by either party against each other or in any third party.

VI. DISPUTE RESOLUTION

All disputes and controversies regarding this MOU shall be resolved by the Director of the Navajo Nation's Division of Transportation and the Apache County Engineer. If these officials are unable to resolve the dispute or controversy, the working group identified in Section III, Article "A" may participate in the resolution.

VII. EFFECTIVE DATE, TERMINATION AND AMENDMENT

This MOU shall become effective when signed by both Parties and shall continue in force until December 31, 2032. Termination may be initiated by either party after thirty (30) days written notice to the other of its intention to terminate. Amendments, including extension of this MOU, must be approved by both Parties in writing.

WHEREFORE, the duly authorized officials of the Parties have executed this Memorandum of Understanding on the dates affixed by their signatures with the effective dates as herein.

NAVAJO NATION:

APACHE COUNTY:

Jonathan Nez
President

Dr. Joe Shirley, Jr.
Chairman/Board of Supervisors

Date

Date

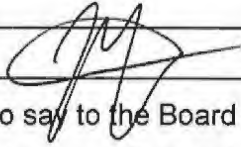
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature: 5/24/21



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

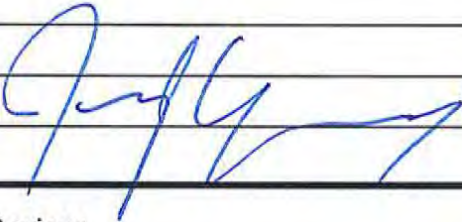
Discussion and possible approval to award Request for Qualifications to Woodson Engineering and Surveying for road design services and request approval to enter into negotiations for a professional services contract and design fees.

BOS Meeting Date Requested June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RFQ Scoring Sheet

RFQ for FEMA Related Professional Services

Average Scores

POINTS POSSIBLE	Criteria	Woodson Engineering and Surveying INC	Painted Sky Engineering and Surveying LLC
10	Experience	15.00	10.00
10	Programatic	12.50	11.00
10	Technical	14.50	10.00
10	Environmental Knowledge	12.50	10.50
10	Permitting	5.00	5.00
20	Application - Construction	25.00	21.00
Total		84.50	67.50

RFQ Scoring Sheet

RFQ for FEMARelated Professional Services

Scorer

Dale Hauser

POINTS POSSIBLE	Criteria	Woodson Engineering and Surveying INC	Painted Sky Engineering and Surveying LLC
10	Experience	15	10
10	Programatic	12	10
10	Technical	15	8
10	Environmental Knowledge	15	12
10	Permitting	0	0
20	Application - Construction	25	20
Total		82	60

RFQ Scoring Sheet

RFQ for FEMA Related Professional Services

Scorer

Ferrin Crosby

POINTS POSSIBLE	Criteria	Woodson Engineering and Surveying INC	Painted Sky Engineering and Surveying LLC
15	Experience	15	10
15	Programatic	13	12
15	Technical	14	12
15	Environmental Knowledge	10	9
15	Permitting	10	10
25	Application - Construction	25	22
Total		87	75

RFQ Scoring Sheet.

Roadway Designs

	<u>woodson</u>	<u>Painted Sky</u>
Points Possible		
15: Experience	$42+17+45+23+2 = 129$ 15	$22+17+32+20 = 91$ 10
15: Programmatic	13	12
15: Technical	14	12
15: Environmental Knowledge	10	9
15: Permitting	10	10
25: Application Construction	25	22
Total	87	75

RFQ Scoring Sheet.
Roadway Designs

Points Possible	<u>WOODSON</u>	<u>PAINTEN SERV</u>
15: Experience	15	10
15: Programmatic	12	10
15: Technical	15	8
15: Environmental Knowledge	15	12
15: Permitting	—	—
25: Application Construction	25	20
	<hr/>	<hr/>
	82	60

STATEMENT OF QUALIFICATIONS



WOODSON
ENGINEERING & SURVEYING

124 North Elden Street
Flagstaff, AZ 86001
928-774-4636
www.woodsoneng.com



APACHE COUNTY
REQUEST FOR QUALIFICATIONS
COUNTY ROAD C-420
DUE: APRIL 22, 2021

WOODSON

ENGINEERING & SURVEYING

124 N. Elden Street • Flagstaff, AZ 86001
(928) 774-4636 • www.woodsoneng.com

April 22, 2021

Ferrin Crosby, PE, County Engineer
Apache County
P.O. Box 238
St. Johns, AZ 85936

Re: RFQ: County Road C420 Design and Reconstruction (Woodson # 121602)

Dear Mr. Crosby,

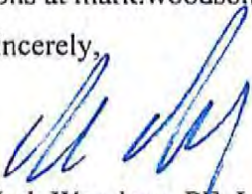
Woodson Engineering & Surveying, Inc. is pleased to submit this SOQ in response to Apache County's RFQ. We have been designing rural roadways throughout northern Arizona for over 25 years. We are very interested in being selected to provide professional engineering and surveying services to Apache County for the County Road C420 Design and Reconstruction.

As shown by our project listing, our Team has very relevant experience with infrastructure projects that pertain to rural transportation systems. We have also administered many of the projects that we have planned and designed. Woodson is registered with the Arizona Board of Technical Registration (#11194) for both Civil Engineering and Surveying. As President and Principal, I have been registered as a Civil Engineer with the AZBTR (#14855) since 1982.

Our Project Manager and key contact for this project is Grant Evans. Grant brings 17 years of roadway and pavement experience to our team. Working closely with me as Project Principal, Grant has been managing several similar pavement projects for Gila County, the City of Winslow, and the Town of Springerville. These projects are described in greater detail in this RFQ.

We greatly appreciate your consideration and would be very pleased to work with Apache County as your engineering professionals on this project. Please feel free to contact me with any questions at mark.woodson@woodsoneng.com, or (928) 774-4636 ext. 18.

Sincerely,



Mark Woodson, PE, LS
President

1. FIRM INTRODUCTION

Woodson Engineering & Surveying (Woodson) is a multi-disciplinary firm specializing in surveying and civil engineering throughout rural Arizona. Mark Woodson established the firm in 1994 after serving as the City Engineer for Flagstaff for 7 years and the Town Engineer for Eagar prior to that. Individually, our staff of 17 holds six Professional Engineer and three Land Surveyor licenses with the Arizona Board of Technical Registration. In addition, one is a Certified Floodplain Manager, and two are Engineers In Training.

From preliminary planning and complete civil design to project and construction management, we provide expertise in all areas of a project. We are pleased to submit our SOQ to Apache County to be considered for this project. We have completed dozens of paving projects, similar both in size and scope, for ADOT, Coconino County, Gila County, Yavapai County, as well as many cities and Towns such as Flagstaff, Prescott, Sedona, Springerville, Winslow and Williams. One of our more significant contracts that demonstrates our commitment to our clients, as well as our clients' satisfaction with our work has been with the City of Winslow where we have served as the City Engineer for over 25 years. We also serve as the contract City Engineer for the City of Williams.

2. UNIQUE QUALIFICATIONS

Among the professionals on the Woodson staff are City and Town Engineers, a former City Councilmember, and the 2016 President of the American Society of Civil Engineers. Our staff are engaged in professional associations at the local, regional and national levels. It is unusual for a firm our size to bring this level of leadership and the value of this expertise to the benefit of its clients. We believe these are unique qualifications that distinguish Woodson from others.

A summary of Woodson's strengths include:

- Our experience and dedicated service to rural agencies and municipalities;
- Depth of technical staff, and project management staff;
- Diverse project experience. Our range of staff specialties ensures coverage of all services that may be requested;
- Significant ADOT expertise;
- Experience in Public Outreach; we are very familiar with government processes, and have attended and presented at many governing body meetings;
- Executive level involvement in professional associations (e.g. Mark Woodson served as 2016 ASCE President);
- Internal survey crew. With a full-time crew we can mobilize quickly and set their priorities.

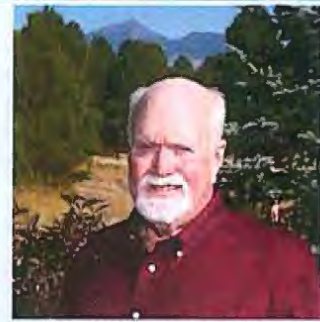


For many years Woodson Engineering & Surveying has made the list of Top Design Firms in the Southwest by ENR Southwest. What makes this distinction notable is that we are the only firm on the list that is not located in a major metropolitan area.

3. KEY TEAM MEMBERS – (RESUMES APPENDED)

Mark Woodson, PE, LS – Project Principal AZ PE # 14855 / LS # 16630
Years of Experience: 42; with Woodson: 27 years

Mark will serve as the Project Principal. Mark established the firm in 1994 and currently serves as Principal. His professional experience includes municipal engineering, master planning, infrastructure plans, private development and complete design for all types of public works projects. A recent highlight in Mark's distinguished career was serving as the 2016 President of the American Society of Civil Engineers. Currently Mark manages our role as Town/City Engineer for Winslow, and Williams, and was City Engineer for Holbrook from 2003-2008.



- *B.S., Civil Engineering, University of AZ*
- *M.B.A., University of AZ*

Grant Evans – Project Manager

Years of Experience: 17; with Woodson: 10 years

Grant is a Senior Project Manager with Woodson and will serve as the Project Manager on the C-420 Project. Grant works on a wide variety of projects including on-call engineering/consulting, roadway/thoroughfare design, drainage mitigation, and industrial and commercial sites. His experience includes project management, preparing construction plans, technical specifications and contract documents. He has also been involved with training new hires on CAD software, design standards, and operating procedures. Grant has been an integral part of our construction administration projects by attending weekly meetings and working closely with the contractor providing a key link with the client.



- *Associates Degree, Civil Engineering Technology, Kansas State University*

Jim Folkers, RLS – Survey Manager

AZ RLS#18215

Years of Experience: 45; with Woodson: 10 years

Jim is the Manager of Woodson's 4-person full-time Survey Department that has over 75 years of collective experience in Arizona. He has extensive experience in the fieldwork and preparation of final drawings of cadastral surveys, topographical surveys, and of final drawings and property descriptions of boundary surveys, parcel splits and easements. He is a ROW & property boundary specialist and has served as an expert witness on a number of occasions, including for the Arizona State Attorney General's office. Jim served as the sole non-governmental surveyor in the United States to assist in preparing the examination for the U.S. Bureau of Land Management's Certified Federal Surveyor program



- *B.S., Aquatic Biology and Chemistry, Northern Arizona University*

Robert Willett – Senior Designer**Years of Experience: 23; with Woodson: 7 years**

Robert is a traffic and transportation engineering designer. He has prepared roadway/drainage, traffic signal, roadway signing/parking, roadway lighting, traffic signal interconnect and temporary traffic control plans working as a consultant for numerous public agencies in Arizona. He is experienced with both the MicroStation and AutoCAD design platforms. Other Design Software he is familiar with includes Visual, Lumen Micro, COGO, Calapro, LitePro, AutoTurn, Synchro and SimTraffic. He also has over 4 years of survey experience in the field and office.



- AA, General Studies, Glendale Community College

Joel Gilbert, EIT – Engineer In Training**AZ EIT#12957****Years of Experience: 2; with Woodson: 2 years**

Soon after completing his Bachelor of Science degree from Northern Arizona University in 2019 in Environmental Engineering, Joel joined Woodson. Since joining Woodson he has designed several paving projects including in Springerville and Pinetop Lakeside. He also has worked on Woodson's land development and water resources projects. He continues to develop strong skills and experience with AutoCAD Civil 3D, GIS and other similar software such as HEC-RAS, Flow Master, Culvert Master, and Water GEMS.



- B.S. Civil Environmental Engineering, Northern Arizona University

SUBCONSULTANTS – SPEEDIE AND ASSOCIATES**Clay Spencer, RG – Geotechnical Manager**

Clay is the manager of Speedie's Flagstaff facilities and will provide asphalt and pavement materials expertise. His duties include the technical design for geotechnical investigations and materials engineering; planning of geotechnical investigations; preparation and review of field and laboratory data and geotechnical reports. Speedie is a consulting engineering firm providing geotechnical engineering and materials testing. The firm has operated in Phoenix since 1980 and opened its Flagstaff office and materials laboratory in 1994.

4. TRANSPORTATION EXPERIENCE

Townsend-Winona Road, Coconino County

The purpose of this CMAR project was to complete pavement rehabilitation activities consisting of pavement repairs, drainage enhancements, widening, bus-pullouts, and differential mill, and overlay. The Woodson Survey crew established control, conducted topographic surveys, and prepared temporary/construction easements. We completed all aspects of roadway design from 60% to 100% plans, and PS&E submittals, as well as post-design services. The project involved coordination with US Forest Service regarding cultural resources, and with utilities (APS, AT&T, CenturyLink, Doney Park Water, SuddenLink, and Unisource) on relocations.



Merrill St - Sheldon Ave - Hualapai St Improvements, Town of Springerville

We provide on-call services for the Town of Springerville; these services have recently included surveying and design for street paving improvements. Design included removal of AC pavement and construction of new AC pavement and base course including asphalt paving.

Renaissance on Route 66, City of Winslow

Woodson has managed this revitalization project spanning more than 20 years and over \$20 million of improvements. This project has transformed downtown Winslow, featuring the iconic Route 66 – Standin’ On A Corner attraction. Our services have included ADOT coordination; roadway design and reconstruction; design of pedestrian safety features; project management; federal funding administration; and construction administration.



The most recent phase, Renaissance VI, was a street improvement project which included the construction of ADA compliant intersections/ramps; the installation of new curb, gutters, and sidewalks; replacement of street lights; replacement of overhead wiring with underground wiring; and new driveways where necessary for ADA compliance. We prepared bid ready documents, contract documents, and Special Provisions, including all ADOT and Federal provisions to ADOT standards. Woodson also coordinated with ADOT, to utilize the HURF Exchange program for project funding assistance.

K-12 Campuses, Flagstaff USD and Page USD

As an on-call engineer for these school districts, we have designed improvements for parking areas and safety features for student drop-off areas including: traffic circulation planning; ADA access planning; parking lot reconstruction; pedestrian control features; traffic calming; signage and striping.



Rural Road Paving Projects, Gila County

We provide on-call services to Gila County for rural road paving projects. We prepared construction plans and bid packages for three paving and drainage improvement projects (Baker Ranch Road, Gisela Road, Mesa Del Caballo Road.)

Transcon Lane, City of Winslow

This roadway is the most heavily used in Winslow besides I-40, with heavy truck traffic accessing the Flying J from I-40 via Route 66. The scope was to reconstruct and widen the existing three lane roadway to a five lane PCCP roadway. Due to the very heavy truck traffic the concrete needed to be 11-thick. Our work included: engineering design for road reconstruction and widening; intersection improvements; left and right turn lane alignments; drainage improvements; bicycle and pedestrian access to the truck stop; and managing the ADOT process including environmental.



Pavement Replacement, City of Williams

This project took just 90 days from when we first started discussing the project with the City to substantial completion. A total of 17,500 square yards of asphalt were installed at four different locations around the City, including at the Williams Unified School District (pictured). Woodson's services also included striping layout, surface utility adjustment, and sidewalk ramp design, as well as cost estimating, bidding and full construction administration services.



Grand Canyon Boulevard, City of Williams

This project received APWA's Project of the Year Award. The project consisted of widening a half-mile section of a 3-lane major collector street to 5 lanes, waterline replacement, select curb and gutter replacement, and sidewalk ramp replacement. In addition, two new stop-controlled intersections were introduced to provide speed calming for the road. Woodson provided topographic survey, design, ADEQ permitting, bid phase services, construction phase services, and as-builts. Woodson also coordinated with ADOT to utilize the HURF Exchange program for project funding assistance.



2018-2019 Pavement Improvements, Camp Navajo-AZDEMA

As the on-call engineer for this military installation in northern Arizona, we have provided many civil engineering services. Recently we provided design and survey services for asphalt roadways to be pulverized in place and overlaid with a 4" pavement section, and as well as sections with crack and chip sealing.

Route 66 Improvements, City of Winslow

Our design of pavement improvements to the entire length of old Route 66 through Winslow included the following two phases: 1) Mill and replace 7,500 lf of 4 lane AC to a depth of 2.5" and 3"; 2) Repair spalls and cracks, and grind smooth approximately 3,000 lf of two lane PCC pavement; and repair and seal longitudinal and horizontal joints. Woodson also provided construction administration including weekly progress meetings, processing pay applications, reviewing submittals and monitoring QA testing.



Parking and Streets Program, Northern Arizona University

This is a current and ongoing pavement optimization project for streets and parking lots across the entire NAU campus that Woodson has managed since 2017. We provided a report that assessed the existing conditions, use, recommended treatment, costs and prioritized projects. Subsequent services included: topographic survey, design, construction documents and construction administration. Projects have consisted of crack fill, patches, subgrade correction, seal coats, and other pavement rejuvenation techniques. For areas with high traffic loading, such as bus stops, we provided economical solutions for new sections using geotechnical analysis.



US 191 at Wide Ruin, ADOT

We designed a climbing lane and widening of US 191 for ADOT in the vicinity of Wide Ruins, on the Navajo Nation. Design work also included drainage improvements, and intersection safety elements.



On-Call Engineering and Surveying, Town of Pinetop Lakeside

We provide on call engineering and surveying services to Pinetop Lakeside. Recent tasks have included designing improvements for a flood mitigation project, civil work and surveying for a modification to the police department facility; asphalt removal/replacement and paving project.

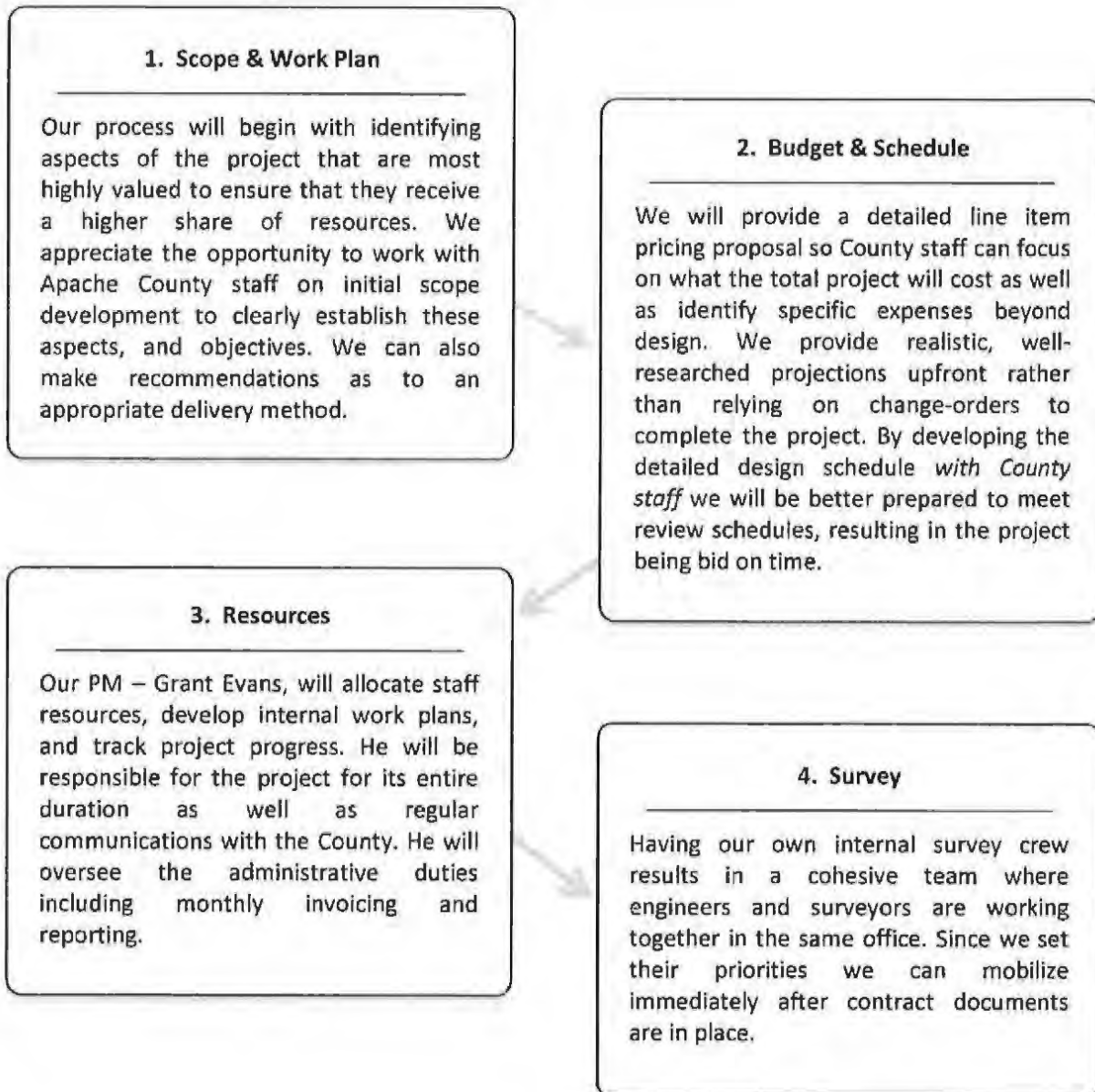
REFERENCES

Client References

1. City of Winslow: Tim Westover - 928-289-2422, TWestover@winslowaz.gov
2. City of Williams: Tim Pettit - 928-635-4451, TPettit@williamsaz.gov
3. Town of Pinetop Lakeside: Matt Patterson – 928-368-8885, mpatterson@pinetoplakesideaz.gov

5. APPROACH

Key considerations in the design of this project include coordination with key stakeholders including Ganado Unified School District and ADOT. Safe access in and out of the school grounds on the east side of C-420 for pedestrians, bicycles, vehicles, and buses is a key design consideration. Woodson’s work for Flagstaff and Page Unified School Districts on similar safety projects, and traffic circulation for student drop-off areas is very relevant. In addition, design should consider any further ADOT improvements at the intersection of SR 264 and C-420.



5. Design & Review

Woodson will be responsible for all design work including stages of Design Review to provide opportunities for critical feedback, discussion and opportunities to make adjustments to keep project aligned with goals and objectives. This phase includes producing final construction plans, assembling special provisions and technical specifications, quantities and estimates of construction costs and bid documents for final review and submittal.

6. Bid Phase

Woodson's role during this phase of the work plan will include representing the County on technical questions and responses, and coordinating the pre-bid meeting. We will also produce addenda to the bid documents. Once bids are opened, Woodson can assist in review providing evaluation and tabulation of bids and recommendation for awarding of the construction contract.

7. Post Bid

Post-bid construction administration services will include conducting the pre-construction meetings, review contractor submittals, shop drawings, schedules, RFIs, contractor requests for change orders, and regular construction meetings. We can also accommodate any additional services desired and as-builts.

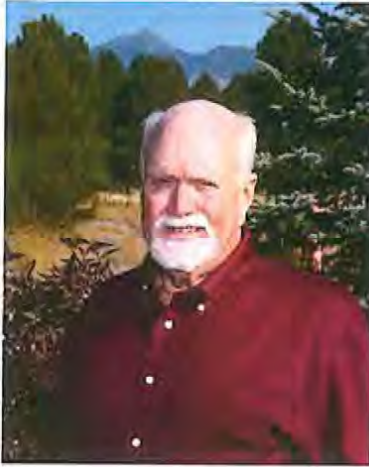
QA/QC

- Our process ensures that all products delivered to the County have been reviewed by peers and supervisors.
- Each task begins with a detailed site investigation.
- We field verify the topographic base map.
- We will conduct a "plans-in-hand" field review at an intermediate level of design.
- A plan review at each submittal level is done by the Project Principal who is a PE - there is always a high-level review by the Principal.
- We work with staff and preferred contractors on constructability reviews.

SUMMARY

This project is a great fit for Woodson! Design of rural roads/highways throughout northern Arizona is our specialty; with a staff of 17 we have excellent depth to ensure timely completion; and serving Arizona's rural agencies and municipalities is a top priority for our firm - *we encourage you to contact our references*. We appreciate your consideration and look forward to the opportunity to be your design engineers on this project!

RESUMES



MARK WOODSON, PE, LS - PRINCIPAL

Mark has over 40 years of experience in civil engineering and land surveying. His professional experience includes municipal engineering, master planning, infrastructure plans, private development and complete design for all types of public works projects. A recent highlight in Mark's distinguished career was serving as the 2016 President of the American Society of Civil Engineers. Prior to establishing the Firm in 1994, Mark served as the City Engineer for Flagstaff for seven years and was the Town Engineer for Eagar prior to that. Currently Mark manages our role as Town/City Engineer for Winslow, Williams and Tusayan, and was City Engineer for Holbrook from 2003-2008.

RELEVANT EXPERIENCE

City Engineer, City of Winslow - As City Engineer for Winslow, Mark is responsible for a wide range of activities related to infrastructure work. He has provided plan review services for commercial development, confirming zoning, drainage analysis, and the water and sewer system capacity and impact analysis. Mark has helped research, prepare and administer grants for the City, such as the Renaissance on Rt. 66 projects. He also provides CIP planning and budgeting by investigating funding sources, and reviewing projects that may need to meet City, County or ADOT requirements. He provides general administration of the City's CDBG projects and capital projects as well as construction administration.

On-Call Services, Town of Pinetop Lakeside - Mark manages our contract to provide on-call engineering and surveying services to the Town. Recently this has included an emergency flooding mitigation program, and design for a new water storage tank, and associated waterlines.

On-Call Services, Town of Springerville - Mark manages our contract to provide on-call engineering and surveying for streets projects to the Town.

Grand Canyon Boulevard, City of Williams - Mark was the Project Principal on this project which consisted of the widening of a 3-lane major collector street to 5 lanes, waterline replacement, select curb and gutter replacement, sidewalk ramp replacement, and pavement markings. In addition, two new stop-controlled intersections were introduced to provide speed calming for the road. Woodson also coordinated with ADOT to utilize the HURF Exchange program for project funding assistance.

K-12 Schools - Mark has completed dozens of projects for the area's schools including both the Flagstaff Unified School District and the Page USD. These projects have included redesign of the traffic flow systems to accommodate features for safe access including bus drop-off/pick-up areas, pedestrian crosswalks, parent drop-off areas, and staff and visitor parking.

EDUCATION

AS, Civil Engineering, 1977,
Pima Community College

BS, Civil Engineering, 1979,
University of Arizona

MBA, 1985, University of
Arizona

LICENSES

Professional Engineer (Civil),
AZ #14855, 1982; CA #C-
33707, 1981

Land Surveyor, AZ #16630,
1984

AFFILIATIONS

ASCE 2016 National President

Urban Land Planning Oversight
Committee, Arizona State Land
Department, Governor
Appointment, 2010-present

State of Arizona, Board of
Technical Registration,
Enforcement Advisory
Committee, Member, 1997-
present

Flagstaff City Council Member,
2012-2014



GRANT EVANS – SENIOR PROJECT MANAGER

Grant has over 17 years of experience and has been with Woodson for 10 years working on a wide variety of projects including roadway/thoroughfare design, on-call municipal engineering/consulting, single family housing developments, multi-family apartment complexes, industrial and commercial sites. His experience includes preparing construction plans, technical specifications and contract documents. He has also been involved with training new hires on CAD software, design standards, and operating procedures. Grant has been an integral part of the Firm's construction administration projects by attending weekly meetings and working closely with the contractor providing a key link with the client. He is proficient with MicroStation, AutoCAD Civil 3D, AutoTURN, and Flowmaster, GIS and Carlson Natural Retrograde. He recently completed an intensive training course through FHWA and ADOT covering the Design and Construction of ADA Facilities.

EDUCATION

Associates Degree, Civil Engineering Technology, Kansas State University, 2002

RELEVANT EXPERIENCE

Rural Road Paving Projects, Gila County – Grant was the Project Manager and prepared construction plans and bid packages for three paving and drainage improvement projects (Baker Ranch Road, Gisela Road, Mesa Del Caballo Road.)

Merrill St - Sheldon Ave - Hualapai St Improvements, Town of Springerville - Grant was the Project Manager for the surveying and design for several street paving improvements. Design included removal of AC pavement and construction of new AC pavement and base course including asphalt paving.

Townsend-Winona Road, Coconino County - This CMAR project was approximately 4-miles long and involved pavement rehabilitation and drainage improvements. Grant was responsible for the preparation of the PS&E package.

Mike's Pike Improvements, City of Winslow - Grant was the lead designer and CAD technician for this roadway and drainage improvement project. He was responsible for developing the construction plans for this project which included new curb and gutter, sidewalks, driveways, streetlights, and a new storm drain system along an existing arterial street. He also prepared the contract documents and specifications as well as assisted in the construction administration.

Transcon Lane, City of Winslow - Grant was the Designer for this 900 lf road reconstruction project. This roadway is heavily used by truck traffic accessing the Flying J Truck Stop from I-40. In addition to general road reconstruction, the project included widening; design of the left and right turn lane alignments to the truck stop; curb, gutter, sidewalk and bicycle access improvements; and managing the ADOT process including environmental. Grant coordinated with the contractor and attended weekly meetings during the construction phase of this project.



JIM FOLKERS, RLS - SURVEY MANAGER

Jim has over 45 years of land surveying experience in northern Arizona and has been at Woodson for 10 years where he manages the Survey Department's full-time staff of four. He has extensive experience in the fieldwork and preparation of final drawings of cadastral surveys, topographical surveys, and of final drawings and property descriptions of boundary surveys, parcel splits and easements. He has performed numerous ALTA/NSPS Land title surveys and prepared numerous FEMA Elevation Certificates. He is a ROW & property boundary specialist and has served as an expert witness on a number of occasions, including for the Arizona State Attorney General's office. Jim served as the sole non-governmental surveyor in the United States to assist in preparing the examination for the U.S. Bureau of Land Management's Certified Federal Surveyor program.

EDUCATION

Electrical Engineering and Mathematics, DeVry Institute of Technology.

BS, Aquatic Biology and Chemistry, Northern Arizona University.

LICENSES

Registered Land Surveyor, AZ #18215, 1985

AFFILIATIONS

United Surveyors of Arizona

National Society of Professional Surveyors

Western Federation of Professional Surveyors

AZ Board of Technical Registration Enforcement Advisory Committee member

Board of Directors, AZ Professional Land Surveyors Education Foundation

Public Land Survey System Education Foundation

RELEVANT EXPERIENCE

Townsend Winona Road, Coconino County - The survey dept. performed the topographical survey for this roadway project. The work consisted of cross sections at 25-foot intervals, and a detailed survey of the northwest wingwall of a BNSF railway crossing. Our team also conducted the field survey for the intersection of Leupp Road and Townsend-Winona Highway.

Fourth Street Survey, City of Flagstaff - Jim's team conducted detailed topographic survey to locate existing monuments and improvements on both sides of Fourth Street from Rt. 66 to Cedar Avenue; researched and helped to resolve complicated ROW issues.

Navajo Route #41, Peabody Coal - The survey crew supported an aerial survey by setting 38 aerial targets along Navajo Rt. 41 near the Hwy 160 intersection. We provided coordinates for the aerial targets using a GPS Static Control basis on AZ State Plane NAD 83 East Zone at Grid, metric and conventional systems, and on the PWCC basis also. This work included field surveys, research and quality control.

East Flagstaff Traffic Interchange ALTA/ACSM, Flagstaff - Jim completed an extremely complex survey of parcels adjoining the East Flag TI on Interstate 40. Jim uncovered a 50-year old error in a property deed to ADOT for the right-of-way corridor for Country Club Drive. He researched the chronology of relevant surveying events and provided subsequent resolution of the error.

FR105 USFS Apache-Sitgreaves - Jim's team provided the survey for the redesign of Woods Canyon Road and parking area in the Apache-Sitgreaves National Forest.

Top of the Woods Flooding Mitigation, Town of Pinetop Lakeside - Jim's team provided the topographic survey so we could delineate watershed boundaries, calculate flow rates and provide flooding mitigation design solutions.



EDUCATION

AA, General Studies,
Glendale Community
College, 2000

ROBERT WILLETT - SENIOR DESIGNER

Robert is a traffic and transportation engineering designer with over 23 years of experience including 7 at Woodson. He has prepared roadway/drainage, traffic signal, roadway signing/parking, roadway lighting, traffic signal interconnect and temporary traffic control plans working as a consultant for numerous public agencies in Arizona. He is experienced with both the MicroStation and AutoCAD design platforms. Other Design Software he is familiar with includes Visual, Lumen Micro, COGO, Calapro, LitePro, AutoTurn, Synchro and SimTraffic. He also has over 4 years of survey experience in the field and office.

RELEVANT EXPERIENCE

Grand Canyon Boulevard, City of Williams – Robert was a Senior Designer on this project which consisted of the widening of a 3-lane major collector street to 5 lanes, waterline replacement, select curb and gutter replacement, sidewalk ramp replacement, and pavement markings. In addition, two new stop-controlled intersections were introduced to provide speed calming for the road.

Lakeview Elementary Drop-off, Page Unified School District – Robert is the Senior Designer for this design of new bus entrance/drop-off areas at Lakeview Elementary.

4th Street Pedestrian Crossings, City of Flagstaff - Robert designed the new and updated pedestrian crossings for this busy arterial street in East Flagstaff. The City had installed temporary crossings that required upgrading to meet standards. The design had to conform to existing conditions but also required planning for future improvements to meet other project demands.

Renaissance V, City of Winslow - Robert was the lead designer on this street enhancement project. The Renaissance Projects are a series of improvements to the Downtown Area of Winslow to upgrade the facilities and encourage pedestrian traffic for local businesses. This phase included new street lights with underground service, new trees for shade and visual effect, upgraded pedestrian sidewalk ramps (ADA compliant), decorative pavers for appearance and fire hydrants for safety.

SCA Tissue - Robert worked on a circulation and traffic management study for this paper and tissue industrial site. The site is on a busy arterial street in Flagstaff and the trucks are facing increasing difficulty entering the roadway. Pedestrian, bicycle, and vehicle safety has been a major issue and incorporated into designs.

Route 66, Flagstaff - As part of a development agreement the developer was required to make improvements to Route 66. Robert prepared the Construction Plans and Documents submitted to both the City of Flagstaff and ADOT for review and approval. The design included widening; lane additions; curb, gutter and sidewalk; LID stormwater basins; drainage report; traffic signal design; and foundations/conduits for future signals.



JOEL GILBERT, EIT – ENGINEER IN TRAINING

Soon after completing his Bachelor of Science degree from Northern Arizona University in 2019 in Environmental Engineering, Joel joined Woodson. He brings a strong interest in civil engineering disciplines and relevant course work in water resources, hydrologic modeling, chemical and biological wastewater treatments, as well as stormwater systems. He continues to develop strong skills and experience with AutoCAD Civil 3D, GIS and other similar software such as HEC-RAS, Flow Master, Culvert Master, and Water GEMS.

RELEVANT EXPERIENCE

Merrill St - Sheldon Ave - Hualapai St Improvements, Town of Springerville – Joel worked on the design for several street paving improvements. Design included removal of AC pavement and construction of new AC pavement and base course including asphalt paving.

Dogtown Waterline, City of Williams - This project involves survey and design of 15 miles of new waterlines. Joel worked on determining the alignment, as well as preliminary design. He is also designing the pavement replacement needed in sections where the waterline comes through the City.

Top of the Woods Flooding Mitigation, Town of Pinetop Lakeside – Joel has assisted in the preparation of exhibits for improvements needed as a result of a flooding incident in August 2019. Our team has delineated watershed boundaries, calculated flow rates, correlated storm events and rainfall depths and provided flooding mitigation design solutions.

GIS Mapping, City of Winslow – Joel has been migrating our extensive utilities systems data from AutoCAD into GIS. He has helped to prepare the Winslow GIS database containing the City's infrastructure information including water and wastewater systems, stormwater systems and flood data. This new map allows City field crews to quickly locate water valves, fire hydrants, manholes, and pipe locations while in the field with user friendly software on a mobile device.

Timber Sky Residential Development, Flagstaff – Joel has assisted with providing post-design services for this 200-acre, 1500-unit in west Flagstaff along Route 66.

Route 66 Autoplaza Development, Flagstaff– This is a new 4,500 s.f., multi-tenant commercial building including new parking and landscaping on an existing developed property. Joel is assisting with the approval process including preparation of the Concept Plan Application to submit with the City of Flagstaff. He has prepared the floodplain exhibit, grading and drainage plan and utility plan for the City application.

EDUCATION

BS, Environmental Engineering, Northern Arizona University

LICENSES

EIT, AZ #012957

CLAY SPENCER, RG SR. PROJECT MANAGER – GEOTECHNICAL SERVICES

PROFESSIONAL / TECHNICAL EXPERTISE

Mr. Spencer has over 33 years of experience in the field of geology and engineering, all of which has taken place at Speedie & Associates. Mr. Spencer's project management duties include the technical design and content for geotechnical investigations and materials engineering; planning and organization of geological and geotechnical investigations; sampling and handling of material, both hazardous and non-hazardous for laboratory analysis; preparation and review of field and laboratory data and geological/ geotechnical reports for projects in Northern Arizona.

While Mr. Spencer serves as the manager of our Northern Arizona engineering activities, he also performs geotechnical and geological investigations, analyses, and reporting. His resume includes extensive experience under on-call/as-need contracts on all sizes, types, and complexities of both vertical and horizontal construction.

CREDENTIALS

- **33 Years of Experience with Speedie & Associates**
- B.S., Earth Science, Emporia State University, KS, 1986
- Registered Geologist, Arizona #50535
- Member, American Society of Civil Engineers

RELEVANT EXPERIENCE

Sage Memorial Hospital Reconstruction, Ganado, Arizona. S&A completed soils investigations for an addition in 2019; a temporary modular structure in 2020; and hospital reconstruction in 2021.

Tusayan Street Improvements, Tusayan, Arizona Soils investigation improvements on SR 64 along the Tusayan business district on SR 64 between MP 235.14 and MP 236.10 within Coconino County. Proposed improvements consist of traffic calming strategies to slow traffic, provide pedestrian crossings with raised medians, and widening the roadway to provide left-turn improvements with a combination of raised medians and 2-way left turn lanes along SR 64.

Concho at Garibaldi, Snowflake, Arizona. Soils investigation for new roadway realignment and intersection at Old Concho Highway and Garibaldi Rd.

Grand Canyon Boulevard Pavement Replacement, Williams, Arizona This project consists of pavement replacement on Grand Canyon Boulevard from Edison Avenue to Franklin Avenue. S&A did an investigation to obtain information regarding the existing asphalt, aggregate base, and subgrade soils for pavement design, as well as general soil/rock profile and trenching conditions. S&A also did CMT for the reconstruction of asphaltic pavement, sidewalk, driveway and curbing areas as well as the construction of new water and sewer services.

US191 Burnside Jct-North, Ganado, Arizona. Test pit investigation for approximately 0.5 miles along SR 264 and BIA 1S and 3.5 miles along US191.

NAU Street Design/Maintenance Program, Flagstaff, Arizona. Design for street maintenance program consisting of repairing and upgrading two parking lots (P43 and portions of P64) which experienced distress due to frequent heavy traffic loading.

10th Avenue Pavement Improvements, Page, Arizona. Pavement improvements on 10th Avenue between Vista Avenue and Sage Avenue including full reconstruction and mill and overlay where appropriate.



Statement of Qualifications for
**Professional Civil
Engineering & Surveying
Services**



Apache County

Ferrin Crosby, P.E., Apache County Engineer

Annex Building 75 West Cleveland Street

St. Johns, Arizona 85936

(928) 337-7528



July 16, 2020

Apache County
Ferrin Crosby, Apache County Engineer
Annex Building 75 West Cleveland Street
St. Johns, AZ
85936

Reference: Apache County RFQ 2020

Dear Mr. Crosby:

Apache County will receive a dedicated, qualified and experienced business partner with the selection of Painted Sky Engineering & Survey, LLC (PSES) for the referenced contract mission. We have assembled an experienced and knowledgeable team of professionals for this project. We have integrated additional expertise to work alongside our local staff in order to provide the best service possible to the County. Our team have been providing design and construction management services to Northeastern Arizona for over two decades. The attributes of PSES and our assembled team conveyed in this proposal are:

- A legacy of experience in the White Mountains providing the understanding of the scale of needs and solutions.
- Location of our office and staff in close proximity to the project site(s) as well as County offices.
- A contact and project management team with years of experience in infrastructure design and construction management.
- A locally accessible project manager providing a clear and concise communication stream between our office and yours.

We are pleased to offer our qualifications and our quality management processes to integrate and support you in the design and construction for future projects.

Sincerely,

Doug Brimhall, PE
Principal Engineer

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INTRODUCTION

Firm Description

Painted Sky Engineering and Survey (PSES), LLC is a full-service engineering consulting firm. With offices in both Payson and Snowflake, we offer proven experience and have demonstrated excellence in professional engineering services for Arizona Cities and Towns, Arizona State Agencies, water and wastewater utilities, and Native American communities. Our firm is committed to providing quality service and cost-effective solutions to all our clients. Our personnel have been recognized for innovation and dedication, and we bring that perspective to each new project.

PSES began in 2017 as a limited liability company by its current owner and Principal Engineer Mr. Doug Brimhall, PE who has over 22 years' experience in the engineering field. Since 2017, we continue to be recognized as a firm that embraces a philosophy of direct client participation in each phase of a project, receiving important input from clients, as well as providing meaningful guidance. Our philosophy is consistent: focus on our client's goals and their success throughout the lifecycle of the project. If our clients are successful, we, in turn, will be successful.

The Team's experience with engineering contracts in Arizona includes Apache County, Navajo County, governmental departments of Indian Health Services, the White Mountain Apache Tribe, White Mountain Apache Housing Authority; Arizona Department of Game & Fish, the Towns of Payson, Pinetop-Lakeside, Springerville, Eagar, Snowflake, and Taylor.

Services Offered

We at PSES would provide Apache County the professional engineering and surveying knowledge and experience needed to complete the application process for FEMA Hazard Mitigation Grant Program.

We understand due to the nature of the potential project, our proposed team needs to have a wide range of experience, from general civil services to drainage improvements, specifically:

Water Resources (Drainage and Flood Control)

Our Water Resource professional engineers provide public and private sector clients with a variety of services. Our commitment to projects, proven experience, technical capabilities, step-by-step management approach, and our full complement of qualified professionals is our best guarantee of on-time, on-budget, quality work.

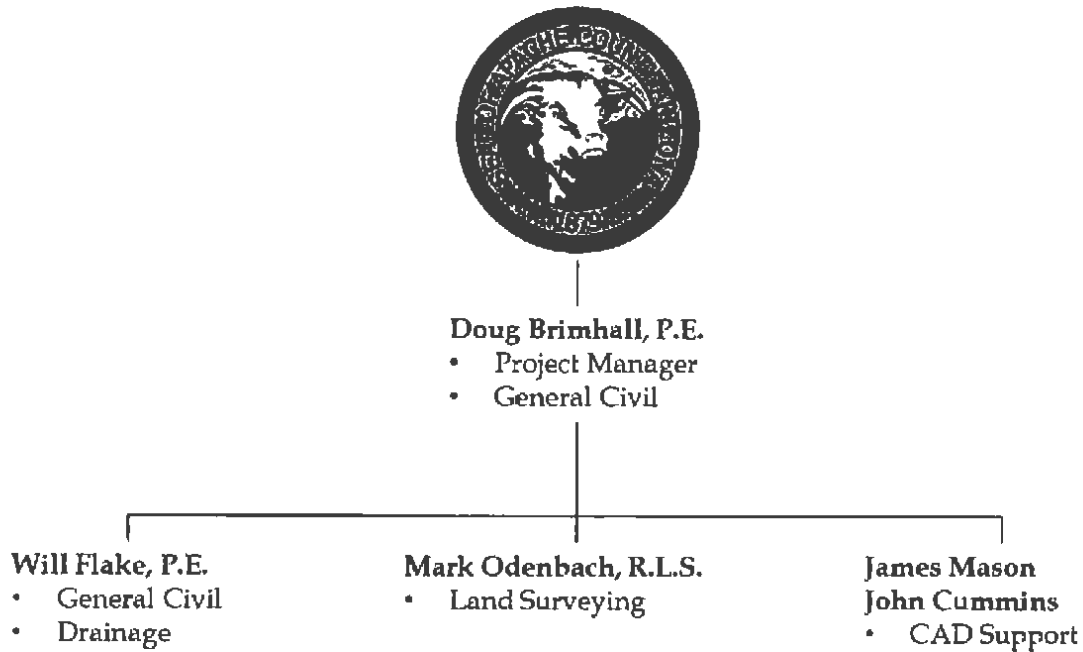
Survey/Mapping/GIS

Our survey professionals include Registered Land Surveyors, technicians, and field Team providing innovative, state-of-the-art applications and methods. The result is quality surveying and mapping services.

Our team have proven experience in the planning and study phases of projects all the way through, design, application/review, and construction services.

ORGANIZATIONAL CHART

The primary contact for project task orders will be Mr. Doug Brimhall, PE, the Project Manager in our Snowflake, Arizona office. We assigned some of our team "multiple hats" utilizing their diversity to position us to address smaller project needs without significant team loading and resultant costs. At the same time, we have the depth of resources to handle multiple or single task orders. Please refer to the resumes in the appendix for additional project experience.



PROFESSIONAL QUALIFICATIONS

Our team assigned to this project include dedicated professionals with extensive experience in providing full-service civil engineering services to all our clients. To lend credence in our ability to aid Apache County in future project(s) the following are brief resumes of key team members (Please see Appendix for resumes.):

Project Manager & Principal Engineer – Doug Brimhall, PE

Mr. Brimhall has more than 22 years of professional consulting engineering experience in areas varying from municipal design of roadways, water, and sewer systems to grading, drainage, surveying, mapping, and land planning projects. Mr. Brimhall has provided engineering and surveying services to numerous communities in Arizona and New Mexico; and across a number of Native American lands. Mr. Brimhall's experience relative to estimating costs includes developing the plans and specifications for infrastructure projects and the budget estimates it takes to complete the work, according to applicable building codes. He is currently working on or recently completed 6 similar projects in New Mexico, Arizona, and California over the last 5 years. He has also worked on over a dozen more tribal housing projects over the course of his career. He has managed all aspects of the civil design, cost estimating and construction administration efforts for a wide range of federally funded residential projects. Over the last five years, he has provided accurate and thorough cost estimates for 2 similar residential subdivisions, using his long-term experience with New Mexico expansive soils, vegetation and monsoon seasons as well as his experience overseeing the budget and implementation of the infrastructure projects for future residential housing projects.

Project Engineer – Will Flake, PE

Mr. Flake has over 17 years of professional consulting civil engineering experience in many areas of municipal design, including roads, drainage, flood studies, water and sewer systems, including booster station and sewer lift station designs. Mr. Flake has been associated formerly with Tetra Tech, Inc. since 2004, previously having worked in the Phoenix, Arizona area. He will provide the drainage analysis for the project as well as design reports for the stormwater, sewer, and water.

Civil Designer – James Mason

Mr. James Mason has over 32 years' experience as a Civil Designer. Mr. Mason is responsible for design and production of civil engineering plans for subdivisions, RV parks, water lines, sewer lines, and drainage facilities utilizing AutoCAD Civil 3D. Written legal descriptions. Work with clients regarding schedule and project updates.

CAD Designer III – John D.F. Cummins

John D. F. Cummins is a CAD Designer level III with over 20 years of senior experience in civil design. He has skills in a variety of areas, from subdivision design and layout to complex commercial sites, and grading and drainage designs incorporating advanced digital 3D surface modeling techniques. Mr. Cummins has served on the Advisory Committee for Career and Technical Education at Whiteriver Unified School District No. 20. In conjunction with his duties, John also has trained personnel at Pinetop-Lakeside Sanitary District, as well as for other clients.

FIRM EXPERIENCE AND COMPLETED PROJECTS

Our team has a wealth of experience with contracts with local agencies. The fact that these clients continue to assign projects to PSES is a testament to our ability to provide excellent service in a timely fashion. We included comparable projects that demonstrate our services offered as an experienced engineering firm in Northeastern Arizona.

Hay Hollow Wash Crossing, Navajo County, Arizona

December 2015, our team members performed a hydrology analysis to determine the 100 year flow where Woodruff Hay Hollow Road crosses Hay Hollow Wash. Utilizing the data obtained within the study a drainage analysis and report along with final design plans were created to provide a low water crossing design for Hay Hollow Wash.



Town of Eagar, Apache County

Our team have provided the Town of Eagar with professional engineering and surveying services for over a decade. In that decade we have gained valuable in-field knowledge of the Town as well as the existing drainage and topography of Apache County.

Water Channel Cross Section Surveys

PSES aided the Town Engineer to obtain cross-sectional survey data of two water channels existing within the Town of Eagar. We used our GPS and Total Station equipment to collect survey data that was submitted to the Town in a Comma-Separated Value (.csv) format for their records.

- ❖ **Water Canyon Creek:** October 2017, PSES surveyed cross-sections every 100 feet from just downstream of School Bus Road, south to upstream of 10th street. The cross-sections varied from 300 to 400 feet in width. We also surveyed the north and south sides of School Bus Road, Burke Street, and 10th street. Existing culverts were surveyed as well.
- ❖ **Big Ditch:** April 2018, PSES surveyed cross-sections every 100 feet from the Big Ditch crossing of the channel, south to just upstream of the Lesueur Drive. The cross-sections varied from 300 to 600 feet in width. We surveyed the north and south sides of School Bus/8th Street, 12th Street, and Lesueur Drive.

Butler Street Drainage

December 2018, PSES conducted a topographic survey of Butler Street. The survey was completed using aerial mapping as well as field survey to collect accurate elevations on ditches, culverts, etc. PSES utilized the topographic survey information to prepare a Base Map indicated the existing topography as well as the proposed improvements to convey the irrigation water as well as the storm water through the area. We also prepared improvement plans for construction of the project.

Utilizing the base map, we then conducted a drainage analysis for the project, which included calculations to convey the irrigation water through the project area as well as the storm water. Ditches, culverts and pipes were sized as part of the analysis. A report was prepared to provide details as to the analysis that was completed. The analysis results and calculation methodology used for the project were described in the report.

PSES staff prepared bid documents to facilitate the decision of selecting a contractor for the construction of the project.

This project also entailed coordination between the Town and the Irrigation District.



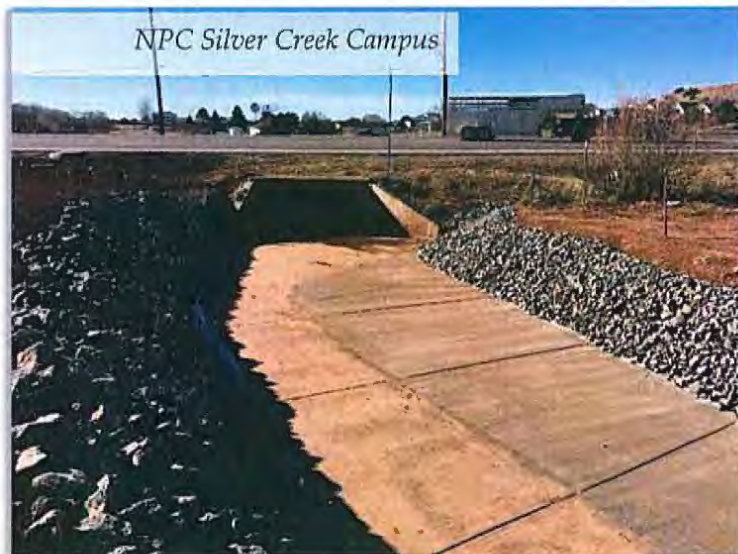
Northland Pioneer College – Various locations in Navajo County

For the past two years, we have been working as Northland Pioneer College (NPC) On-call engineer and surveyor. The team has prepared construction plans and specifications for three projects for Northland Pioneer College. In each case, our team have performed the design survey, prepared construction drawings and specifications, provided bid assistance, construction staking, construction inspection, and final project close-out. Two of the three projects entailed engineering design and approval for on-site drainage improvements. The specific projects are described below:

- ❖ Show Low White Mountain Campus - Drainage improvements along US 60 to provide positive drainage along the campus frontage, including a new detention basin. These improvements were reviewed and approved by the City of Show Low and the Arizona Department of Transportation.



- ❖ Snowflake Silver Creek Campus - Drainage improvements that included a new channel and culvert along with a drainage analysis and report.



Show Low Unified School District Solar Panel Project – Navajo County

April 2012, the Show Low Unified School District hired Ameresco Inc., an energy company, to install a series of solar panels to be located on school campus. The City of Show Low requested information to make sure that the panels were to be installed at least 1 foot above the 100-year water surface elevation.

Our team began working with Ameresco to perform a topographic survey of the project area. We began our analysis by surveying the existing drainage channel on school property to prepare a base map of the channel. Utilizing both the survey data and the completed base map, we were able to determine the width of the 100-year floodplain for the existing drainage channel. We also determined the water surface elevation of the existing channel during a 100-year storm event.



We used FlowMaster, a software program, to model the proposed conditions of having poles installed across the channel. The City required Scour calculations to show that the solar panel posts will be long enough and installed deep enough to not fail due to scour. They also required structural calculations to show that the water will not force the poles to fall over.

We provided to Ameresco the water surface elevation along the length of the channel. Ameresco used this information on their site plan to show through details or other methods that the panels will be installed at a sufficient elevation.

As the project site was over one acre, a Stormwater Pollution Prevention Plan (SWPPP) was required. We prepared this plan and reported and submitted a Notice of Intent (NOI) to the Arizona Department of Environmental Quality (ADEQ) on behalf of the contractor. We also provided internal QA/QC throughout the pre-construction portion of this project. We worked with the client and the City to get the project approved.



SUMMARY OF QUALIFICATIONS & EXPERIENCE

We are experienced in providing full agency support and services. We are capable of managing projects starting with initial project meetings, in-house or local survey, water resource services, continuing through the assessment, design, and application procedures.

In summary, we have highlighted a few key points regarding the services provided by PSES:

- ❖ PSES provides an experienced and Arizona-based team. Our team is reinforced by a large bench of skilled support staff.
- ❖ PSES demonstrates extensive knowledge of what engineering and surveying tasks will require from our wide variety of past project experiences.
- ❖ This Contract will be managed by Doug Brimhall, PE from PSES Snowflake, Arizona office to provide local, readily available support to the County throughout design and construction. Team members from our Payson office will also be utilized, if required.
- ❖ Our key team members have an average of 20 years of experience combined and are committed 100% to the time required to complete their responsibilities successfully.

Appendix: Painted Sky Engineering & Survey, LLC
Resumes



Doug Brimhall, PE
Principal Engineer

EXPERIENCE SUMMARY

Mr. Brimhall has more than 21 years of professional consulting engineering experience in areas varying from municipal design of roadways, water, and sewer systems to grading, drainage, surveying, mapping, and land planning projects. As a project manager, he has successfully completed dozens of complex projects managing teams comprised of diverse individuals while maintaining a high level of client satisfaction. Mr. Brimhall has provided engineering and surveying services to numerous communities in Arizona and New Mexico; and across a number of Native American lands. His knowledge of terrain, climatic conditions, easement and property boundary locations, contractors, political structure and protocols, as well as the existing infrastructure, is a resource that provides a positive asset on all of his civil engineering projects.

RELEVANT EXPERIENCE

SURVEY

Davis-Monthan Air Force Base, Tucson, AZ, Project Manager – Mr. Brimhall oversaw the design survey for Buildings 5314, 5406, and 5045 at the base. Each facility will be remodeled to accommodate needs of each facility user. A ground survey was performed to locate the buildings, parking lots, utilities, and expansion areas.

Kirtland Air Force Base, Albuquerque, NM, Project Manager – Mr. Brimhall oversaw the design survey for Apron A at the Air Force Base. This area was surveyed in preparation for the completion of design plans to replace the existing concrete apron of the base.

WMAHA, Scattered Record of Surveys, Various Communities, AZ – The WMAHA contracted with Mr. Brimhall for surveying services to determine the boundary of over 1,000 existing homes throughout various communities on the reservation.

Jicarilla Apache, Zuni Pueblo, Pascua Yaqui, Yavapai Apache Communities, Scattered Record of Surveys, various locations within NM and AZ, Project Manager – Mr. Brimhall was the project manager for several ALTA surveys across various tribal lands.

Whiteriver Construction, Leupp Housing, Leupp, AZ, Project Manager – Mr. Brimhall assisted Whiteriver Construction with the construction staking for this new 20-unit housing development for the Navajo Housing Authority. Staking for the roads, lot grading, and drainage features was provided.

Sturgeon Electric, Dry Lake II Wind Farm, Snowflake, AZ, Project Manager – Mr. Brimhall oversaw the construction staking for this 31 turbine, 64 MW industrial wind farm. Staking was performed for the substation, collector lines, turbine locations, and maintenance/administration building.

SBBI, Inc., Highway 273 (Sunrise-Big Lake Road) Improvements, Sunrise, AZ, Project Manager – Mr. Brimhall oversaw the construction staking for this roadway improvement project on this state highway. Improvements included paving of 5,000 LF of an existing gravel roadway.

City of Phoenix, Tres Rios Hayfield Site, Phoenix, AZ, Project Manager – Mr. Brimhall served as project manager for this project, which consisted of locating survey documentation in the area of this City of Phoenix Wastewater Reclamation site and tied into the local survey network. Panels were set to be used for aerial mapping and also locating additional topographic information to be utilized in the proposed improvements to the area.

Town of Snowflake, Freeman Hollow Record of Survey, Snowflake, AZ, Project Manager – As project manager, Mr. Brimhall assisted the town with providing a record of survey on this existing arterial roadway for approximately one mile.

EDUCATION

MS - Civil Engineering, Brigham Young University, Provo, UT, 1998 – Emphasis: Transportation

BS - Civil Engineering, Brigham Young University, Provo, UT, 1996

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: Arizona No. 36630; Utah No. 343590

Member ASCE

OFFICE

Snowflake, Arizona

YEARS OF EXPERIENCE

21

CONTACT

Doug.Brimhall@paintedskyes.com

American West Potash, Holbrook Potash Aerial Mapping, Holbrook, AZ, Project Manager – Mr. Brimhall assisted with obtaining aerial mapping for this large-scale mining project. It included locating multiple section corners and setting aerial panel points for the mapping.

Elk Ridge Apartments LLC, Elk Ridge Apartments ALTA Survey, Show Low, AZ, Project Manager – This project consisted of the field work and survey drawing for an ALTA survey for an existing apartment complex. The work was performed, and the deliverables prepared in accordance with current ALTA standards.

Native Nations Builders, Mt. Turnbull and Rising Sun Subdivisions, Bylass, AZ, Project Manager – These two subdivisions were constructed simultaneously. Construction staking was provided for all aspects of these tribal housing developments including utilities, house pads, curb, roads, and drainage.

CORE Construction, Alcheyay High School Construction Staking, Whiteriver, AZ, Project Manager – As project manager, Mr. Brimhall oversaw the construction staking for this major addition to the high school including addition of buildings, roadways, drainage facilities, and utilities. Mr. Brimhall worked closely with the contractor to ensure potential problems in design and construction were solved.

City of Show Low, Sierra Pines Survey Monument Reconstruction, Show Low, AZ, Project Manager – As project manager, Mr. Brimhall was involved in every aspect of this project, which included replacing XX survey monuments located in the roadway after the roadway was reconstructed. These monuments had to be located prior to construction and then replaced in the exact location they were in after construction was complete.

Yavapai Apache Nation, Pinedale Record of Survey, Pinedale, AZ, Project Manager – Mr. Brimhall assisted the Yavapai Apache Tribe with a Record of Survey on a 120-acre parcel. This included resolving issues with neighboring properties and setting new property corners.

Kinder Morgan, CO2 Manifold and Trunk Line Staking, St. Johns, AZ, Project Manager – Mr. Brimhall oversaw this project, which consisted of staking 11 well manifold sites and approximately 21 miles of trunk lines for a new CO2 collection project that covered 45 square miles.

White Mountain Apache Tribe, On Call Surveying Services, Whiteriver, AZ, Project Manager – The White Mountain Apache Tribe contracted with Mr. Brimhall to provide surveying services as needed for the Tribe. The contract includes property surveys as well as training of Tribal personnel to use GPS survey equipment and training, so the Tribe can do their own survey work.

EXPERIENCE SUMMARY

Mr. Flake has over 14 years of professional consulting civil engineering experience in many areas of municipal design, including roads, drainage, flood studies, water and sewer systems, including booster station and sewer lift station designs. Mr. Flake has been associated formerly with Tetra Tech, Inc. since 2004, previously having worked in the Phoenix, Arizona area.

RELEVANT EXPERIENCE

Show Low High School Ball Fields, Show Low Unified School District-Show Low, AZ, Project Engineer – The Show Low Unified School District contracted engineering services for designing ball fields for the high school. Mr. Flake provided grading design for the project as well as drainage calculations along with a HEC-RAS model that was used for determining the existing and proposed 100-year flood limits.

Top of The Woods, Pinetop-Lakeside, AZ, Project Engineer – Mr. Flake worked on the design of water, sewer, roadways, and drainage facilities for a residential, single-family subdivision in the Town of Pinetop-Lakeside, AZ. The development consisted of 60 residential lots, as well as two separate detention basins. Hydraulic models were created for each detention basin to handle the storm water flow off the site.

Mountain Gate Homes, Pinetop-Lakeside, AZ, Project Engineer – Mr. Flake worked on a townhouse project in Pinetop-Lakeside, Arizona. Project consisted of a 64-unit townhouse subdivision. Water, sewer, roadway designs, as well as drainage were among the required infrastructure requirements. The subdivision was completed in 2007. The drainage analysis included a determination of the flows that were coming across the Highway and onto the site. A detention basin was also designed to mitigate the increased flows due to the development of the project.

Northland Pioneer College, White Mountain Campus Parking Lot Expansion, Show Low, AZ., Project Engineer – Mr. Flake worked on a large parking lot expansion project for the Northland Pioneer College, White Mountain Campus, located in Show Low, Arizona. The project consisted of a large parking lot expansion with future consideration for new buildings. Mr. Flake provided the hydrology and hydraulic analysis for the project, which included the design of detention basins. The construction was completed in 2013. The storm water analysis included the sizing of a main channel through the site and designing a detention basin to control the storm water flows from the site to keep the proposed flows less than the flows before any new construction. A detailed drainage report was prepared. The report indicated the analysis methodology that was used as well as the results of the analysis. The report was submitted to the City of Show Low for review and approval.

Barnet Dulaney Perkins Eye Center, Sterling Design, Show Low, AZ, Project Manager – Mr. Flake provided the hydrology and hydraulic analysis for this project. The work consisted of providing existing and proposed flow rates for the site at the outfall location. Storm drain calculations were performed for a storm drainage system that was used to convey stormwater through the site and to the Arizona Department of Transportation (ADOT) right-of-way. A drainage report was prepared for the project indicating the methodology that was used for the analysis, as well as a description of the results.

Snowflake Bus Barn Environmental Project, Snowflake Unified School District, Snowflake, AZ, Project Engineer – Mr. Flake prepared a grading plan and drainage report for discharge monitoring for the Snowflake Unified School District Bus Barn. The site is located upstream of Cotton Wood Wash and the owners are required by ADEQ to monitor stormwater runoff. To

EDUCATION

BS - Civil Engineering, Arizona State University, 2004

AREA OF EXPERTISE

Water Systems and Distribution
Wastewater Collection Systems
Roadway Design
Hydrology and Hydraulics

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer: Arizona #42737

Grade 2 Water Distribution System Operator: Arizona #OPO31527

AFFILIATIONS

American Society of Civil Engineers

OFFICE

Show Low, Arizona

YEARS OF EXPERIENCE

17

CONTACT

Will.Flake@paintedskyes.com

eliminate the need to monitor runoff for every rain event, a retention pond was designed along with a grading plan to ensure the site drains to the pond. The pond was designed with sufficient volume to handle the 10-year, 2-hour storm event.

Thunder Raceway Material Source, Hatch Construction and Paving, Inc., Show Low, AZ, Project Engineer – Mr. Flake prepared a grading plan and drainage report for the Thunder Raceway Material Source. The site will be used to remove and process aggregate material for construction. The design included a grading and drainage plan that utilized the design of channels and culverts to convey stormwater through the site. The design also included detention basins to manage the stormwater to not increase the flows from the site. A drainage report was prepared and submitted to the City of Show Low for review and approval.

Hay Hollow Wash Crossing, Navajo County, Snowflake, AZ, Project Engineer – Mr. Flake conducted hydrology and hydraulic analysis for a new crossing for the Hay Hollow Wash for Navajo County, AZ. The flow rates through the wash were determined along with a crossing design of box culverts. A preliminary (30 percent) design of a three-barrel concrete box culvert was designed for the crossing. Based on the design, a cost estimate was prepared for planning purposes for Navajo County.

Pinetop Country Club Drainage Design, Navajo County, Pinetop, AZ, Project Engineer – Mr. Flake conducted hydrology and hydraulic analysis for new drainage structures in the Pinetop Country Club area of Navajo County, AZ. The design required hydrology and hydraulics computations to determine the design requirements for the project. Grading and drainage plans were prepared that provided construction requirements for new culverts and channels through the project area. The culverts and channels were sized based on the results of the analysis. The purpose of the project was to reduce ponding and flooding in the area. As part of the work, a drainage report was prepared, indicating the analysis process that took place, as well as a summarization of the results.

Quimby No-Rise Certificate, Navajo County, AZ, Project Engineer – Mr. Flake prepared a hydrology and hydraulic analysis to prepare a driveway design to cross an existing wash for a residence. An analysis was completed, along with a HEC-RAS model that was calibrated to match the existing water surface as indicated on the FEMA flood map. The model was then revised to indicate proposed conditions for the new driveway. The driveway plan was designed in such a way as to not increase the 100-year flood limits in the wash. A report was prepared and submitted to Navajo County for review and approval, indicating the analysis process as well as the results of the analysis. The design was approved by Navajo County and constructed by the owner. After construction, the driveway was as-built and verified that it truly was a no-rise condition.

Acoma Homes I, LIHTC, Pueblo of Acoma, NM, Project Engineer – Mr. Flake performed a drainage analysis for the project, as well as the water system design. The drainage analysis included a design of the detention basin for the residential site so that the proposed stormwater flows will not be increased greater than the existing flows. The project also included a design of the storm drain system to direct stormwater from the parking lot to the detention basin. There were also culvert crossings that were required for the project that had to be modeled and sized. The water system for the site included connecting into an existing system and designing a booster station for the site. A water system model was prepared for the project to determine the necessary pump requirements for the booster station, to provide adequate water supply (domestic and fire) and pressures for the development.

Dry Lake II Drainage Improvement Inspections, Snowflake, AZ, Project Engineer – The project consisted of construction of a new low water crossing, as well as four culvert crossings. We were hired to perform construction staking for the project as well as construction inspections. Mr. Flake coordinated the inspection with the owner as well as the contractor. He oversaw the inspections as well as reviewed the submittals that were provided by the contractor. During the construction process, Mr. Flake provided weekly inspection reports and communicated those to the project owner.

Rodeo Grounds Detention Basin, Taylor, AZ, Project Engineer – The project consisted of the design of a storm water detention basin to reduce the likelihood of flooding north of the rodeo grounds property in Taylor, AZ. The project included an analysis of the existing hydrology through the rodeo grounds area. A hydraulic model was developed to analyze the proposed detention basin as well as the storm water flows off the site. A report was prepared describing the analysis process as well as the results of the analysis.

EXPERIENCE SUMMARY

Mr. Odenbach has over 30 years of experience as a Surveyor. He is highly skilled in land surveying and has worked on a broad range of projects in the White Mountains of Arizona. Prior to working at Painted Sky Engineering & Survey (PSES), Mr. Odenbach has experience in As-Built location, hydro-testing, and construction of natural gas mains and infrastructure in the Central Valley of California for Pacific Gas & Electric. For the Eastvale Sewer Interceptor, located in Corona & Norco CA, Mr. Odenbach performed survey control, aerial targeting and construction staking for approximately 15 miles of mainline sewer expansion and service tie-ins. He has completed numerous subdivision projects from preliminary boundary, aerial mapping, construction through final monumentation.

As the lead surveyor at PSES he has knowledge of the terrain and landscape existing in Northeastern Arizona. He has provided technical support with other surveyors involved with each project, performed detailed field surveys, always maintained notes, records, and sketches to describe and certify the work performed. Mr. Odenbach has planned and conducted ground surveys designed to establish baselines, elevations, and contours. He has surveyed and analyzed the existing terrain to determine optimum equipment placement and use. He has prepared proposals and estimates for land surveying projects and provided survey and mapping services to meet client requirements.

RELEVANT EXPERIENCE

SURVEY

Hon-Dah Resort Casino & Conference Center RV Park Expansion Pinetop, AZ, Surveyor This project entailed surveying services and construction staking on approximately 35 acres to accommodate 150 additional RV sites. Aerial mapping was carried out to show 1-foot contour of the 35 acres. Survey panels were set in place and the sub-consultant flew over the site to acquire the image to determine the possibility of extending a sewer main line to the northwesterly portion of the property. Surveying data was accumulated to develop plans to reflect the location of the RV site utility connections, water, sewer, roadway, concrete pads, and drainage improvement channels. Improvement plans were then established to design roadways, water, sewer, telephone, cable, and electrical services for the 150 RV sites. The project included coordination with Indian Heal Service, tribal utility, casino utility, Tribal Attorneys, Tribal Chairman, and Tribal Council Members.

Lakeside Project - Woodland Lake Road, Pinetop-Lakeside, Surveyor Mr. Odenbach worked with Hatch Construction to perform staking for an 18" storm drain along Woodland Lake Road, retaining wall, and curb returns located at the site. He also verified existing project control as published in the construction drawings and set supplemental control as necessary. Mr. Odenbach set stationing information along the alignment of the project for culverts, sidewalks, curb grade, and placed offsets to shafts and a retaining wall.

HOUSING DEVELOPMENTS

Pueblo of Acoma Housing Authority Acoma, NM The project entailed a survey of 159 acres for a 30 unit townhouse that was to be built by the Pueblo of Acoma House Authority. This project required collaboration with a licensed aerial mapping company for mapping of the project location to include 1-foot contours and an orthophoto to scale. An ALTA survey of the site was carried out to indicate the existing facilities such as man-holes and water valve covers as well as providing benchmarks at the site to aid the contractor in construction staking. Based on the surveying completed at the site, a plat was created to indicate each lot/parcel with bearing and distances for each property line. Acreage was called out for each parcel along with the dimensions for the

EDUCATION

A.S. – Mathematics – San Bernardino Valley College, San Bernardino, CA 1982

REGISTRATIONS/ CERTIFICATIONS

Licensed Surveyor
California License #7106
Arizona License #66631

OFFICE

Show Low, Arizona

YEARS OF EXPERIENCE

30 Years

CONTACT

Mark.Odenbach@paintedskyes.com

exterior boundary of the site. Once the construction was completed, a final ALTA survey was carried out to establish the final conditions of the site.

Coyote Valley Homes I, ALTA Surveys Coyote Valley, CA This project entailed creating complete and thorough set for drawings, specifications, and other necessary documents for site work and infrastructure improvements to allow for the construction of one single story community building, 12 single family homes, 8 duplexes and 21 single family rehabs based on the design application specified by Coyote Valley Realty Cooperation. The project Mr. Odenbach prepared a tie into existing control for the site and performed a survey of the location of the proposed areas. Based on the survey data accumulated in this project, an ALTA/ACSM Land Title Survey was created then an As-Built ALTA/ACSM Land Title Survey for the site was established for future reference.

Eagle Mountain – Creekside Prelim Dev Plan Show Low, AZ This project entailed utilizing the existing subdivision plat and thus preparing a cover sheet and several sheets to show the overall boundary of the subdivision. The survey crew set out to survey the property corners of the site, set panels for aerial mapping, and coordinate mapping with aerial mapping. Surveyors surveyed existing culverts and catch basins to determine the appropriate infrastructure to be established for the final design. Based on the accumulated survey and mapping data collected at the site, a drainage report was also created to determine the best recommendations for the drainage requirements for the subdivision.

ON-CALL SERVICES CONTRACTS

White Mountain Apache Housing Authority (WMAHA) Whiteriver, AZ This project entailed setting aerial mapping panels in support of the mapping projects performed for the WMAHA. PSES assisted the surveyors at WMAHA in setting a total of 21 panels for the aerial mapping to occur at three sites located on the White Mountain Apache Reservation. The contract between PSES and an aerial mapping company was to perform the flight over the proposed areas and prepare mapping for the three sites located at 7 Mile, Turkey Creek, and South Chinatown. Upon completion, PSES will delivered the mapping to the WMAHA.

CONSTRUCTION STAKING

Sierra Vista Sewer Replacement Project – City of Show Low - Shane Hemesath Show Low, AZ This project entailed a sewer main replacement design for the Sierra Vista subdivision. A field survey of the site was completed to determine specific elevations and locations of the existing manholes, cleanouts, and exiting items that are located near the sewer alignment. After the field survey was completed, a base map was created to display the existing items as well as the proposed sewer lines, manholes and cleanouts. A final field survey was performed after construction to reflect the As-Built of the site.

Summit Health Care Hospital Staking Show Low, AZ Mr. Odenbach has prepared construction staking survey data of the site and set survey points for the new detention basin, access road, parking lots and buildings. Also performed an As-Built survey of the water, sewer, storm drains that was constructed for the site.

Goodwill Show Low Construction Staking - DG Fenn Construction Show Low, AZ Mr. Odenbach performed a staking and survey for the Goodwill store located in Show Low, AZ.

24th St West 7th St South to 15th St North - Hatch Construction St. Johns, AZ This project entailed verifying existing project control, set stationing information along the alignment as well as information for GET pads, and staking for pavement marking.

DRAINAGE PROJECT

School Bus Road Drainage Improvement Project Survey Eagar, AZ This project entailed a survey of the cross sections every 100 feet from the intersection of School Bus Road towards the north for several hundred feet, then turn and survey in cross-sections towards the northeast to a point indicated on information provided by the Town Manager of Eagar, AZ.

EXPERIENCE SUMMARY

Mr. Mason is responsible for design and production of civil engineering plans for subdivisions, RV parks, water lines, sewer lines, and drainage facilities utilizing AutoCad Civil 3D. Write legal descriptions. Work with clients regarding schedule and project updates.

RELEVANT EXPERIENCE

Ironside Engineering and Development, Show Low, AZ

Senior Civil Designer/Surveyor Responsible for the design and production of civil engineering plans for commercial sites, water lines, sewer lines, and drainage facilities utilizing AutoCad Civil 3D. Prepared water, sewer and drainage reports. Engineer of record point of contact for commercial site development RFI process. Worked with utility companies to coordinate dry utility designs. Survey instrument man involved in all aspects of land surveying including boundary survey, construction staking, and topography data collection. Utilized conventional and GPS survey methods. Converted survey data collected in the field into working drawings. Wrote parcel boundary and easement legal descriptions.

Town of Queen Creek, Queen Creek, AZ

Sr. Engineering Inspector/Water Inspector/Traffic Signal Technician. Sr. Engineering Inspector - Provided lead supervision of the off-site inspection staff; scheduled staff, provided communication from management to work unit and monitored work flow; inspected work of inspectors for efficient operation. Performed complex site/field inspections on Town CIP, new right-of-way, and civil on-site development projects to ensure compliance with plans and specifications in the areas of concrete installation, underground utility construction, street light and traffic signal construction, temporary traffic control, asphalt construction, grading, and final approval of project. Monitored and witnessed sewer main and manhole testing. Met with Town staff and departments to develop or improve Town standards. Maintained inspection records; developed progress reports and correspondence for management review; canvass entire Town right-of-way for work being performed. Communicated with supervisor, employees, other departments, developers, contractors, engineers, surveyors, utility companies, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, resolve problems, or give/ receive advice/ direction. Attended project meetings during construction of infrastructure; solved problems and conflicts relating to construction problems. Reviewed and interpreted plats, engineering plans, and reports for engineering projects: reviewed project plans prior to commencement of project in field; reviewed release of permits for construction per construction sequence; kept records of daily construction activities. Water Inspector - Monitored and witnessed installation of water line and appurtenances, water main pressure testing, disinfection, and flushing. Collected bacteriological test samples. Performed inspections of water line repairs. Kept records of daily construction activities. Solved construction related problems and conflicts. Monitored site safety. Traffic Signal Technician - Troubleshoot, repair, and maintain electronic traffic signal control devices, systems and related equipment, including communication lines, utility connections, video systems, railroad, and emergency vehicle pre-emption; Programed traffic signal controllers; Participated in the construction, installation, and maintenance of traffic signals, electronic traffic control devices and street lighting systems; Performed routine preventive maintenance checks at signalized intersections including testing equipment in the signal control cabinet for proper operation and time setting; tested and recorded voltage and current usage; checked field equipment for proper head alignment, pole plumbness, missing material or visible damage; Participated in the operations of a personal computer based, networked traffic

EDUCATION

Rio Salado Community College - Tempe, Arizona; Major Course of Study - Law Enforcement Technology. Certificate - 2002
Academy of Drafting Tempe, Arizona; Major Course of Study - Civil Drafting/ AutoCad Civil Drafting
Certificate of Proficiency - February 1989

AREA OF EXPERTISE

Growing Proficiency of Civil 3D software.

Advanced knowledge of Land Desktop software and its predecessors.

Advanced knowledge of AutoCAD and AutoCAD customization.

Create existing topo maps from survey data.

REGISTRATIONS/ AFFILIATIONS

APWA Membership
ASCET Membership

OFFICE

Snowflake, AZ

YEARS OF EXPERIENCE

32

CONTACT

signal coordination system; Maintained inventory system; coordinated new installations with appropriate utilities; Reviewed electrical and construction plans for traffic signals and street lights; inspected all phases of construction. Interpreted plans and work orders to determine and confirm proper placement of traffic signals and street lights; Ensured proper location of utilities and other work hazards prior to digging; Assisted the supervisor in the organization and scheduling of projects pertaining to traffic control and other traffic signal problems; Performed inspections on construction of traffic signals and highway striping and signing at traffic signals; Performed record keeping of maintenance and construction reports of traffic signals; Prepared reports and maintained time, material, and equipment used records; requisitioned supplies and materials; Participated in emergency situations; coordinated emergency and special assignments with other Town departments, divisions, and outside agencies and organizations; assisted with other duties of the Traffic Engineering program on as-needed basis.

DMB Associates, Inc., Scottsdale, AZ - Construction Superintendent, Marley Park Subdivision

Responsible for the daily on site construction coordination, site security, site safety, management and field inspection of work for all horizontal construction Contractors and Consultants at the Marley Park Project. Oversee implementation of horizontal construction contracts and maintain project schedules for both publicly and privately bid infrastructure improvements. Duties include scheduling contractors on site, ensuring compliance with contract time and contract amount. Includes problem solving for multiple contractor/consultant issues. Quantity take offs for budget estimates. Prepare bid tabs and bid documents. Manage contractors and Consultants for Public and Private Inspection Authorities to ensure project integrity, quality, timeliness, constructability and safety. Maintain work compliance with Construction Manager's Rules. Includes enforcement and reporting responsibilities of dust control requirements. Verify Contractor/Consultant monthly invoice quantities prior to submittal for payment. Coordinate with Contract Administrator on monthly invoicing, change orders and retention releases. Provide cost saving possibilities by careful scheduling and contractor coordination. Manage on-site wells and irrigation water requirements and deliveries.

Maricopa County DOT, Phoenix, AZ - Engineering Inspector

Performed inspections on subdivisions, road surfaces, curbs and gutters, improvement districts, storm drains, bridges, culverts, excavations, pipe installations, concrete structures, utility installations and traffic control. Provide engineering recommendations regarding problem solution. Inspect job sites for correct placement of traffic control devices. Conduct final inspections for compliance with approved plans & specifications related to all permitted construction. Perform field investigations, survey assistance & provide engineering recommendations to office staff for special studies regarding development & improvement district requests. Review plans, as-built plans, and test reports. Coordinate all permit activity with contractors, subcontractors, utility companies, survey crews, soils lab, consultants, developers and engineers as construction proceeds. Investigate, process, and mediate a satisfactory solution to citizen complaints associated with permit construction. Attend technical, pre-construction and partnering meetings. Issue cease work orders for unauthorized, unsafe, or deficient construction, lack of or improper placement of traffic control, or deficient performance by permittee as required. Log all key inspections. Answer customer inquiries.

Murphy Engineering Group, Show Low, AZ - Surveyor/Senior Civil Designer

Layout, design and inspection of roadway, utility, sewer, water, and subdivision plans utilizing AutoCad 3 and AutoCad Land Development Desktop (LDDT). Survey instrument man involved in all aspects of land surveying including boundary survey, construction staking, and topography data collection. Utilized conventional and GPS survey methods. Converted survey data collected in the field into working drawings. Wrote legal descriptions.

Kaminski-Hubbard Engineering, Inc., Phoenix, AZ - Civil Technician/CAD Manager

Management and supervision of computer drafting department. Reviewed plans to ensure compliance with office and respective municipal standards and specifications. Actively involved in the design of roadway and utility projects utilizing AutoCad, CivilSoft, and Eagle Point Software design packages. Drafting experience with AutoCad Rel. 13, Microstation V.5.0, and PC ARC/INFO GIS. Additional responsibilities included; CAD standardization, file maintenance and archiving, network installation and maintenance, hardware and software maintenance, updates, ordering and purchasing computer equipment, plotter maintenance.

OTHER INFORMATION

IMSA Roadway Lighting Technician - Level I (Expired)	Microsoft Project Training
IMSA Traffic Signal Technician - Level II (Expired)	Urban Storm Water Management Workshop
IMSA Traffic Signal Design/Engineering – Level II (Expired)	Eagle Point Training
IMSA Signing and Marking – Level II (Expired)	AASHTO Roadside Design Seminar
IMSA Work Zone Safety Certification (Expired)	Softdesk Civil/Survey Training
ATSSA Traffic Control Technician Certification	Fiber Optic Installation Inspection Training
ATSSA Traffic Control Technician Supervisor Certification	ASCET Membership
FNT Fiber Optic Inspector Certification	Advanced Soil Engineering (ASU)
NICET Level II Certification in Highway Construction (Expired)	Basic Soil Engineering (ASU)
NICET Level II Certification in Underground Utilities Construction (Expired)	Principles of Quality Concrete (ASU)
Grade I-Water Distribution System Operator Certification (Expired)	HBACA Const. Superintendent Training
Asphalt Institute Quality HMA Construction Seminar	
OSHA Trench Safety Competent Person Training	
Cybernet water distribution system modeling seminar	
ACI Field Technician Certification (Expired)	

EXPERIENCE SUMMARY

John D. F. Cummins, is a CADD Designer level III with over 20 years of senior experience in civil design. He has skills in a variety of areas, from subdivision design and layout to complex commercial sites, and grading and drainage designs incorporating advanced digital 3D surface modeling techniques. Mr. Cummins has served on the Advisory Committee for Career and Technical Education at Whiteriver Unified School District No. 20. In conjunction with his duties, John also has trained personnel at Pinetop-Lakeside Sanitary District, as well as for other clients. His wealth of experience and his passion for learning and teaching make him an integral and indispensable part of Painted Sky's team.

RELEVANT EXPERIENCE

White Mountain Apache Housing Authority, Fort Apache Subdivision, AZ – Paving plans and profiles, sewer plans and profiles, water plan, onsite detention, site grading plans, community center grading plans, Arizona Department of Transportation (ADOT) encroachment plans, including 3D surface modeling, culvert placement and sizing, utility location, and construction staking.

White Mountain Apache Housing Authority, Hon-Dah Casino RV Park Expansion, AZ – Roadway plans and profiles, sewer plans and profiles, water plans, site grading plans, including 3D surface modeling, utility location including electrical schematic diagrams. Coordinate with surveyors and contractor for construction staking.

Commercial Site Plan, Hampton Inn, AZ – Design and draft commercial site plan including grading and drainage, 3D surface modeling, culvert placement and sizing, utility location, and construction staking. Coordination with client and contractor.

Commercial Site Plan, Lawyer's Title Company, AZ – Design and draft commercial site plan including grading and drainage, 3D surface modeling, culvert placement and sizing, utility location, and construction staking. Coordination with client and contractor.

Commercial Site Plan, Meadow Creek Business Center, AZ – Design and draft commercial site plan including grading and drainage, 3D surface modeling, culvert placement and sizing, utility location, and construction staking. Coordination with client and contractor.

Commercial Site Plan, Arizona National Bank, AZ – Design and draft commercial site plan including grading and drainage, including 3D surface modeling, culvert placement and sizing, utility location, and construction staking. Coordination with client and contractor.

Old Linden Road, City of Show Low, AZ – Design and draft the reconstruction and widening of Old Linden Road in Show Low. The design criteria were three traffic lanes, two bicycle lanes, super elevated, including 3D surface modeling drainage and grading, culvert placement and sizing, utility relocation, and construction staking.

Papermill Road, Town of Taylor, AZ – Design and draft the reconstruction of Papermill Road. The design criteria were three traffic lanes, including 3D surface modeling, drainage and grading culvert placement and sizing, utility relocation, and construction staking.

East and West Whipple Road, City of Show Low, AZ – Design and draft the reconstruction of East Whipple Road. The design criteria were three traffic lanes, including 3D surface modeling, drainage and grading culvert placement and sizing, utility relocation, and construction staking. Redesign of West Whipple Road with similar criterion was completed 2009-2010.

Show Low Unified School District, AZ – Grading and drainage, dimension site plans for K-3 school, high school, junior high school, and elementary school. Work composed on bus lanes, new buildings, storm drainage, and irrigation.

EDUCATION

No Degree – 105 credits toward B.A. at Southwestern College, Phoenix, AZ, 1985

Associates of Specialized Technology, ITT Technical Institute, Phoenix, AZ, 1989

OFFICE

Show Low, Arizona

YEARS OF EXPERIENCE

27

CONTACT

John.Cummins@paintedskyes.com

Maverick Gas and Convenience Store, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention, etc.

Show Low Auto Mall, Show Low, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

Bear Club Medical Office Complex, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

Aspen Ridge Medical Office Complex, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

Ferrell Gas, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

LDS Seminaries Chapels and Parking (Taylor, Show Low, Snowflake, Linden), AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

Stockman's Bank, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

Starlight Ridge Townhouse, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

Transition Title, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

Hampton Inn, AZ – Grading and drainage, dimension site plan, water lines, fire lines, sewer lines, parking lot layout, including 3D surface modeling, finish floor elevations, onsite detention etc.

EXTENSIVE 3D MODELING FOR GRADING AND DRAINAGE PLANS ON COMMERCIAL SITES

Snow Creek, AZ – Site plan, preliminary plat, subdivision lot split, plan and profile roadway design, sewer layout and design, domestic water line layout and design.

Starlight Ridge Estates, Units 1 and 2 Final Plats, AZ – Site plan, preliminary plat, subdivision lot split, plan and profile roadway design, sewer layout and design, domestic water line layout and design.

White Mountain Vacation Village, AZ – Site plan, preliminary plat, subdivision lot split, plan and profile roadway design, sewer layout and design, domestic water line layout and design.

High Country Pines, Units 1, 2, and 3, AZ – Site plan, preliminary plat, subdivision lot split, plan and profile roadway design, sewer layout and design, domestic water line layout and design.

Mountain Meadows, AZ – Site plan, preliminary plat, subdivision lot split, plan and profile roadway design, sewer layout and design, domestic water line layout and design.

Frontier Estates, AZ – Site plan, preliminary plat, subdivision lot split, plan and profile roadway design, sewer layout and design, domestic water line layout and design.

Cedar Ridge, AZ – Site plan, preliminary plat, subdivision lot split, plan and profile roadway design, sewer layout and design, domestic water line layout and design.

ADOT ENCROACHMENT PLANS

ALTA / ASCM

Record of Survey

Extensive Legal Descriptions for the White Mountain Apache Housing Authority

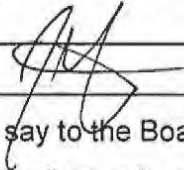
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature: 5/24/21



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 adjust unit costs for Pacific Ponderosa to accommodate increase in steel prices.

BOS Meeting Date Requested June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**BID SPECIFICATIONS
CULVERTS**

APACHE COUNTY IS SOLICITING BIDS FOR THE PURCHASE OF GALVANIZED CORRUGATED STEEL ROUND PIPE IN LENGTHS OF TWENTY FEET (20) WITH A THICKNESS OF SIXTEEN (16) GAGE. FOB VENDORS YARD, TO BE ORDERED FROM TIME TO TIME AS NEEDED DURING THE TIME PERIOD ENDING JUNE 30, 2022 AS FOLLOWS:

PIPE SIZE (Diameter X Thickness)	PRICE/FOOT	PRICE/BAND (Inc. Nuts & Bolts)	PRICE/20' SECTION	TAX	TOTAL
24" X 1/2" Corrugation)	23.77	41.34	475.40	Exempt	475.40
24" X 1/2" Corrugation)	30.74	47.16	614.80	Exempt	614.80
24" X 1/2" Corrugation)	44.23	70.58	884.60	Exempt	884.60
24" X 1/2" Corrugation)	57.78	89.33	1155.60	Exempt	1155.60
24" X 1" Corrugation)	84.08	95.11	1681.60	Exempt	1681.60
24" X 1" Corrugation)	107.67	111.36	2153.40	Exempt	2153.40

ALL PRICES SHALL INCLUDE APPLICABLE SALES TAX.

VENDOR NAME Pacific Ponderosa Co.

VENDOR ADDRESS PO Box 1145 Lakeside AZ 85929

POWER OF ATTORNEY AUTHORIZATION _____

VENDOR TELEPHONE 928-368-6968 DATE 02/08/2021

VENDOR SOCIAL SECURITY ID: 860997395 FAX 928-368-6968

VENDOR YARD LOCATION 3542 Hilltop Dr. Lakeside AZ 85929

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

CONTACT PERSON: APACHE COUNTY ENGINEER. (928) 337-7531, FAX (928) 337-2062

CONTRACT IS RENEWABLE YEARLY PER WRITTEN AGREEMENT BY BOTH PARTIES. CONTRACT CAN BE CANCELED WITH 30 DAY NOTICE BY EITHER PARTY.

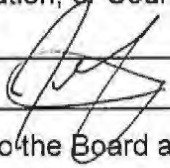
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature: 5/24/2021



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

Request approval to utilize the source well contract to purchase a simple ~~46 End Dump~~ ^{Semi tractor} truck for District II

BOS Meeting Date Requested June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Emergency Management

Date/Signature: 5/18/21

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 approve of Intergovernmental Agreement (Contract # CTR05439) for the PHEP Budget for FY 2021-2022 in the amount of \$212,865.00

BOS Meeting Date: June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review

Finance Review: _____

Signature: _____

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

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



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No.: CTR054639

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

Procurement Officer:
Kristine Newton

Project Title: Public Health Emergency Preparedness Program

Begin Date: 07/01/2021

Geographic Service Area: Arizona Statewide

Termination Date: 06/30/2026

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

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

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

Arizona Transaction (Sales) Privilege: <hr/> Federal Employer Identification No.: <hr/> Tax License No.: <hr/> Contractor Name: Apache County Address: 245 W. 1st Street, St. Johns, AZ 85936	FOR CLARIFICATION, CONTACT: Name: <u>Yvette Greer</u> Phone: <u>928-245-0498</u> FAX No: _____ E-mail: <u>ygreer@co.apache.az.us</u>
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	This Contract shall henceforth be referred to as Contract No. <u>CTR054639</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. State of Arizona Signed this _____ day of _____, 20____ Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	Contract, No. CTR054639 is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR054639	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 equipments, 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
CTR054639	

2. Contract Type.

This Contract shall be:

Cost Reimbursement

3. Contract Interpretation.

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

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
CTR054639	

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
CTR054639	TERMS AND CONDITIONS

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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A.R.S. § 23-214, Subsection A.

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

5. Costs and Payments

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

5.2. Recoupment of Contract Payments.

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

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

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

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

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

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

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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

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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.

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

9. State's Contractual Remedies

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

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make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

10. Contract Termination

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

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costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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

11. Arbitration

Pursuant to A.R.S. § 12-151B, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

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.

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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 530, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

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

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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 Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

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

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

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

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

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works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

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

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monies provided under an award, and civil and/or criminal penalties.

- 27.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

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

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

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1. BACKGROUND

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

2. OBJECTIVE

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

3. TASKS

3.1. The Contractor shall:

- 3.1.1. Appoint a PHEP Coordinator responsible for overseeing all grant related activities, budgets, and reports,
- 3.1.2. Participate in Public Health Preparedness Regional Healthcare Coalition meetings and conference calls held in the Contractor's regional communities as appropriate,
- 3.1.3. Review Attachment A: Grant Guidance and use for grant reference,
- 3.1.4. Review and update, in writing, the Contractor's Public Health Emergency Preparedness and Response Plans according to the timeframes identified under the ADHS PHEP Deliverables Document (Deliverables):
 - 3.1.4.1. Prepare and update plans to the ADHS PHEP Coordinator of Community & Healthcare Preparedness section at the time of completion;
 - 3.1.4.2. Document participation in regional emergency preparedness planning and other related activities to be provided upon request by ADHS;
 - 3.1.4.3. Address the plan for the Strategic National Stockpile (SNS), mass prophylaxis and countermeasure distribution and dispensing within the Contractor's jurisdiction, as appropriate; and
 - 3.1.4.4. Develop or update mutual aid agreements with other jurisdictions, in accordance with the approved Contractor's Public Health Emergency Preparedness and Response Plan.

3.2. Medical Electronic Disease Surveillance and Intelligence System (MEDSIS):

3.2.1. The Contractor shall:

- 3.2.1.1. Participate in ADHS-coordinated workgroups for MEDSIS enhancements to include Tribal communities (if applicable) and Electronic Laboratory Reporting (ELR) capabilities; and
- 3.2.1.2. Participate in epidemiology specific trainings, workshops, or conferences provided by ADHS or an ADHS recognized training session (if applicable).

3.3. Public Health Emergency Exercises:

3.3.1. The Contractor shall:

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- 3.3.1.1. Participate in required statewide/regional public health exercises; and
- 3.3.1.2. Participate in SNS and Receiving, Staging and Storing (RSS) exercises as appropriate for the Contractor's community.

3.4. COVID-19:

If applicable, completion of tasks per Contract No.: ADHS17-133163 Amendments Five (5) and Six (6), which are incorporated herein by reference.

3.4.1. The Contractor shall:

- 3.4.1.1. Comply with existing and/or future directives and guidance from the HHS, CDC Secretary regarding control of the spread of COVID-19;
- 3.4.1.2. Consult and coordinate with HHS, CDC to provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
- 3.4.1.3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

3.4.2. HHS, CDC has established allowable activities related to the capability domains described in the Public Health Crisis Response Notice of Funding Opportunity. The domains include:

- 3.4.2.1. Incident Management for Early Crisis Response;
- 3.4.2.2. Jurisdictional Recovery;
- 3.4.2.3. Information Management;
- 3.4.2.4. Countermeasures and Mitigation;
- 3.4.2.5. Surge Management; and
- 3.4.2.6. Biosurveillance.

3.4.3. Surveillance, Laboratory Testing, and Reporting

- 3.4.3.1. Contractor shall implement and scale-up laboratory testing and data collection to enable identification and tracking of COVID-19 cases in the community and is responsible for immediate implementation of real-time reporting to the Hospital Preparedness Program (HPP), CDC. Specifically, jurisdictions should focus on the following activities, in accordance with CDC guidelines:
 - 3.4.3.1.1. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death;
 - 3.4.3.1.2. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings;
 - 3.4.3.1.3. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements,

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- 3.4.3.1.4. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization and reporting;
- 3.4.3.1.5. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings); and
- 3.4.3.1.6. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment).

3.4.4. Community Intervention Implementation Plan

- 3.4.4.1. Contractor shall maintain its COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three (3) mitigation goals:
 - 3.4.4.1.1. Slow transmission of disease,
 - 3.4.4.1.2. Minimize morbidity and mortality, and
 - 3.4.4.1.3. Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.
- 3.4.4.2. The plan shall address:
 - 3.4.4.2.1. Minimizing potential spread and reduce morbidity and mortality of COVID-19 in communities,
 - 3.4.4.2.2. Planning and adapting for disruption caused by community spread and implement interventions to prevent further spread,
 - 3.4.4.2.3. Ensuring healthcare system response is an integrated part of community interventions, and
 - 3.4.4.2.4. Ensuring integration of community mitigation interventions with health system preparedness and response plans and interventions.

3.5. ADHS will:

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

4. FINANCIAL REQUIREMENTS

4.1. The Contractor shall participate in match requirement:

- 4.1.1. The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all Contractors. Each Contractor must include in their budget submission, the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding. ADHS may not award a Contract under this program unless the Contractor agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the Contractor shall make available non-federal contributions

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in the amount of ten percent (10%) (\$1 for each \$10 of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

4.1.2. Total Direct Costs

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

4.1.3. Total Indirect Costs

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

4.1.4. Indirect Costs

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

4.2. Inventory

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

4.3. Budget Allocation and Work Plan

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

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

4.4. Conduct Financial accounting, auditing and reporting consistent with the ADHS Accounting and Auditing Procedures Manual, which can be found at <https://drive.google.com/file/d/15mO7JShrS9VFfgaCXhlmhthqsv74yM9M/view?usp=sharing>; and

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

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5. DELIVERABLES

5.1. The Contractor shall:

- 5.1.1. Provide primary and secondary contact information for its public health incident command team, to ADHS, as part of the mid-year report (due date determined additionally);
- 5.1.2. Provide annually twenty-four (24) hours a day/seven (7) days a week/three hundred sixty-five (365) days a year public health emergency contact number for its Public Health Department or a designated health emergency contact person and within ten (10) days of any changes;
- 5.1.3. Submit upon activation the primary and secondary contact information for its public health incident command team. At a minimum, contact information shall be provided for the Incident Commander, Operations Chief, Planning Chief, Logistics Chief, and Finance/Administrative Chief;
- 5.1.4. Submit annually by June 1st a spending plan using the budget tool supplied by ADHS for the completion of the work plan to meet selected deliverables;
- 5.1.5. Submit monthly expenditure reports to the ADHS PHEP Financial Coordinator by the last day of the following month using the budget tool provided on the AZ-Program Information and Reporting Exchange (AZ-PIRE) website and include all supporting documents, receipts and reports necessary to back up the expenditures. The website can be found at <https://sites.google.com/azdhs.gov/az-pire/home>.
- 5.1.6. Submit a Semi-Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;
 - 5.1.6.1. Due date will be determined by ADHS, and
 - 5.1.6.2. Report progress on Public Health Emergency Exercises.
- 5.1.7. Submit an Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;
 - 5.1.7.1. Due date will be determined by ADHS,
 - 5.1.7.2. Report progress on MEDSIS, and
 - 5.1.7.3. Report progress on Public Health Emergency Exercises.

5.2. COVID-19 Deliverables

5.2.1. The Contractor shall:

- 5.2.1.1. Submit a carry-over spend plan, if applicable, as requested by ADHS by September 30th; and
- 5.2.1.2. Submit monthly contractor expenditure reports (CER), if applicable, with detailed information and receipts by the last day of the following month.

5.3. ADHS will:

Upon plan approval, send a Purchase Order to the Contractor for the agreed upon allocation from the Price Sheet.

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6. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

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

Arizona Department of Health Services
Bureau of Public Health Services
Emergency Preparedness and Response
150 North 18th Avenue, Suite 150
Phoenix, Arizona 85007
Telephone: 602-364-0587
Fax: 602-364-3681

6.2. Invoices/CERs shall be sent to invoices@azdhs.gov.

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

6.3.1. ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov

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

Apache County
Attn: Yvette Greer
245 W. 1st Street
St. Johns, AZ 85936
Telephone: 928-245-0498
Email: ygreer@co.apache.az.us

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PHEP Budget Period Three (3)
July 1, 2021 through June 30, 2022

Cost Reimbursement

Description	Amount
Funds to enhance current PHEP activities per the deliverables in Attachment A and upon ADHS approval of monthly Contractor Expenditure Reports (CER's).	\$212,865.00
TOTAL	\$212,865.00

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Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:	Arizona Department of Health Services
DUNS #	804745420
Federal Award Identification (Grant Number):	NU90TP922004-02
Subrecipient name (which must match the name associated with its unique entity identifier):	Apache County
Subrecipient's unique entity identifier (DUNS #):	08-289-7786
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NU90TP922004
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	_____
Subaward Period of Performance Start and End Date;	07/01/2019 - 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 - 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$212,865.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$7,682,616.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$11,721,118.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Public Health Emergency Preparedness (PHEP) Cooperative Agreement

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

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

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

93.069

Identification of whether the award is R&D

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



ARIZONA DEPARTMENT OF HEALTH SERVICES

Attachment A

Bureau of Public Health Emergency Preparedness

GRANT DELIVERABLES

**Project Period: 2019-2024
Budget Period 3**

**PERIOD OF PERFORMANCE
(July 1, 2021 – June 30, 2022)**

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RODUCTION

Grant Guidance Deliverable document was developed based, in part, on information set forth in the Centers for Disease Control and Prevention's Office of Public Health Preparedness and Responses funding opportunity announcement 2019-2024 -PHEP Cooperative Agreement CDC-RFA-TP19-1901 and continuation guidance from the CDC. During this five year project period, the Arizona Department of Health Services and sub-recipients (tribal and county health departments) will increase or maintain their levels of effectiveness across key preparedness domains to achieve a prepared public health system.

Key preparedness domains are:

Strengthen Community Resilience

Capability 1: Community Preparedness

Capability 2: Community Recovery

Strengthen Incident Management

Capability 3: Emergency Operation Coordination

Strengthen Information Management

Capability 4: Emergency Public Information and Warning

Capability 6: Information Sharing

Strengthen Countermeasures and Mitigation

Capability 8: Medical Countermeasure Dispensing and Administration

Capability 9: Medical Materiel Management and Distribution

Capability 11: Non-Pharmaceutical Interventions

Capability 14: Responder Safety and Health

Strengthen Surge Management

Capability 5: Fatality Management

Capability 7: Mass Care

Capability 10: Medical Surge

Capability 15: Volunteer Management

Strengthen Biosurveillance

Capability 12: Public Health Laboratory Testing

Capability 13: Public Health Surveillance and Epidemiological Investigation

GENERAL REQUIREMENTS

Five-Year Period Requirements for ADHS (2019-2024)

Complete one fiscal preparedness tabletop exercise once during the five-year period

Complete one MCM distribution full-scale exercise once during the five-year period **(completed in November 2019)**

Complete one MCM dispensing full-scale exercise or one mass vaccination full-scale exercise (one POD in each CRI local planning jurisdiction will be exercised) **(completed in November 2019)**

Complete two table top exercises (TTX) every five years. One TTX to demonstrate readiness for an anthrax scenario and one to demonstrate a pandemic influenza scenario.

Complete one functional exercise every five years that focuses on the vaccination of at least one critical workforce group to demonstrate readiness for a pandemic influenza scenario.

Complete one full scale exercise every five years to demonstrate operational readiness for a pandemic influenza scenario.

Funding Restrictions

Funding restrictions that will be considered for workplan and budget development:

May not use funds for research.

May not use funds for clinical care except as allowed by law.

May not use funds for construction or major renovations.

May use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.

Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to ADHS on behalf of the sub-recipient.

Other than for normal and recognized executive-legislative relationships, no funds may be used for:

• publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body

• the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).

The direct and primary sub-recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

General Restrictions

Funds may supplement but not supplant existing state or federal funds for activities described in the budget.

Payment or reimbursement of backfilling costs for staff is not allowed.

None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II (\$89,600 per year).

Funds may not be used to purchase or support (feed) animals for labs, including mice.

Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC OGS.

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Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:

Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;

The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

Over-the-Road Vehicles

Funds cannot be used to purchase over-the-road passenger vehicles.

Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

Grants (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts during times of need.

Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:

Type of vendor

Number and type of vehicles, including vehicle load capacity and configuration

Number and type of drivers, including certification of drivers

Number and type of support personnel

Vendor's response time

Vendor's ability to maintain cold chain, if necessary to the incident

This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

Transportation of Medical Materiel

HEP funds may be used (with approved budget) to procure leased or rental vehicles for movement of materials, supplies and equipment.

HEP funds may be used (with approved budget) to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.

HEP funds may be used (with approved budget) to purchase basic (non-motorized) trailers with prior approval from the CDC OGS.

Purchase of Food and Clothing

Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of uniforms to be worn during exercises or responses may be allowed.

Generally, funds may not be used to purchase food.

Vaccines

Contact ADHS with vaccine requests in support of an activity.

ANNUAL PROGRAM REQUIREMENTS

Meetings

ADHS Grant Meetings

Attend annual Preparedness Community Conference

Attend annual Integrated Preparedness Plan Workshop

Participate in ADHS Jurisdictional Risk Assessment Review and Analysis

Exercise Planning and Conduct

All local jurisdictions will conduct preparedness exercises in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:

Exercise design and development

Exercise conduct

Exercise evaluation

Improvement planning

More information and templates are available at: <https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources>

Health Care Coalition

As core members of the Arizona Coalition for Healthcare Emergency Response (AzCHER), full participation in the AzCHER meetings, exercises, and drills in your respective regions is required.

Northern Region

County Representatives: Apache County, Coconino County, Navajo County, and Yavapai County

Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe

Western Region

County Representatives: La Paz County, Mohave County, and Yuma County

Tribal Representatives: Cocopah Indian Tribe, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Kaibab-Paiute Tribe and Quechan Tribe

Central Region

County Representatives: Gila County, Maricopa County, and Pinal County

Tribal Representatives: Gila River Indian Community and Salt River Pima-Maricopa Indian Community

Southern Region

County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County

Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O'odham Nation

Financial Requirements

Match Requirement: The PHEP award requires a 10% "in-kind" or "soft" match from all the grant participants. Each sub-recipient will include in their budget submission the format they will use to cover the match and method of documentation. **Failure to include the match formula will preclude funding.** ADHS may not award a contract under this programs unless the sub-recipient agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the sub-recipient will make available non-federal contribution the amount of 10% (\$1 for each \$10 of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in-kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal

Contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period. Budgets must include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices and meet audit requirements.

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

Total Indirect Costs: To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application. Indirect cost percentage cannot exceed 32%.

Inventory: Upon request, local jurisdictions will provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 will require an ADHS asset tag. An asset tag will be provided after the submission of the invoice to ADHS that will include the serial number, make/model, and date of acquisition. Once received, ADHS will send sub-recipients a pre-printed property control (F4) form and the asset tag. The asset tag is to be placed on the asset and a photo of the asset tag affixed to the form(s) is required. The F4 form needs to be signed, dated and sent back via email to ADHS.

Budget Allocation (PHEP funded staff and work plan)

Complete the budget tool developed by ADHS and submit for review and approval. ADHS cannot release funding to the sub-recipient until ADHS receives and approves a completed budget and signed contract/amendment.

All activities and procurements funded through the CDC grant shall be aligned with your budget/spend plan and work plan that will help your jurisdiction reach the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities will be approved by ADHS before PHEP funds can be utilized on those activities/items.

Grant Activity Oversight: Each sub-recipient will appoint a PHEP Coordinator (full or part-time) that will have the responsibility for oversight of all grant related activities. The PHEP Coordinator will be the main point of contact for ADHS in regard to the CDC grant. This individual is expected to work closely with ADHS to ensure all deliverables and requirements are met and will coordinate all activities surrounding any on/off site monitoring conducted by ADHS.

Employee Certifications: PHEP local jurisdictions are required to adhere to all applicable federal laws and regulations, including applicable OMB circulars and semiannual certification of employees who work solely on a single federal award. These certification

Forms will be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees whose salaries are split funded are required to maintain Labor Activity Reports (as requested by ADHS). These certification forms will be retained in accordance with 45 Code of Federal Regulation, Part 92.42

Performance: Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

Planning, Training, and Exercise Implementation Criteria

Planning and exercises shall be gap based and linked to the CDC PHEP Domains. Proposed training and exercises will be based on identified gaps from previous exercises, real-world responses, risk assessments (e.g. JRA, CPG, CAWP, THIRA), or other documented needs.

Program Requirements

Sub-recipient PHEP programs should establish and maintain a collaborative working relationship with emergency management. This will include, but not be limited to; emergency communication planning, strategies for addressing emergency events, the management of the consequences of power failures, natural disasters and other events that would affect public health.

Maintain documentation of all collaborative efforts with local and state emergency management

Sub-Recipients should participate in ADHS sponsored table tops, functional exercises or other activities

1. ADHS Coordination: Collaborate with ADHS throughout the planning process.
2. At-Risk Individuals: Local jurisdictions will include provisions for the needs of at-risk individuals within each exercise. PHEP local jurisdictions will report on the strengths and areas for improvement identified through the coalition based exercise After Action Reports and Improvement Plans (AARs/IPs). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: <http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

Evaluation

1. PHEP-funded exercises will address and list applicable Public Health Emergency Preparedness (PHEP) Capabilities in all qualifying exercises. A qualifying exercise is one that meets PHEP-specific implementation criteria as described in the grant.
2. Exemption: A sub-recipient's response and recovery operations supporting real-world incidents could meet the criteria for an exercise requirements if the response was sufficient in scope and the AARs/IPs adequately detail which PHEP capabilities were evaluated. This will be addressed on an as-requested basis.

INFORMATION SERVICES

Local jurisdictions will have or have access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/ text alerts.

ADHS will provide training on the information systems and platforms as needed and/or requested. Examples of systems: EMResource, ESAR-VHP, AzHAN, ICAM, etc.

REPORTING

Progress on the deliverables, performance measures, and activities funded through the CDC grant will be reported as requested and in a manner to ensure ADHS has adequate time to compile the information and submit to the CDC.

Mid-Year Report

Mid-year reports are expected in advance of the due date determined by ADHS. Mid-year report templates are integrated within the sub-recipient workplan templates.

Update jurisdictional points of contact twice during each budget period (July 1 and December 31), or as changes occur, to facilitate time-sensitive, accurate information sharing within the local jurisdictions and between ADHS and the sub-recipients.

Annual Report (End of Year)

Annual reports are expected in advance of the due date determined by ADHS. End-of-year report templates are integrated within the sub-recipient workplan templates.

Reporting, Training, and Exercise Deliverables

Program Activities	Due Date	Applies To	Comments
Participation in a Regional Integrated Preparedness Plan (IPP) Workshop	Once annually	All PHEP Sub-Recipients	<ul style="list-style-type: none"> PHEP Coordinator and/or designee
End Annual Preparedness Community Conference	Once annually	All PHEP Sub-Recipients	<ul style="list-style-type: none"> PHEP Coordinator and/or a designee

Program Activities	Due Date	Applies To	Comments
Submit a Final IPP	Annually as part of the Workplan submittal for the next budget period.	All PHEP Sub-Recipients	<ul style="list-style-type: none"> • The IPP consists of three parts: <ul style="list-style-type: none"> ○ Narrative ○ Training schedule ○ Exercise schedule • Covering the time period from July 1, 2022 to June 30, 2025
Evaluate trainings conducted using the TVR Training Validation Report (TVR)	Twice annually as part of the sub-recipient Mid-year and End-of-Year reports	All PHEP Sub-Recipients	<ul style="list-style-type: none"> • For trainings conducted from July 1, 2021 to June 30, 2022
Action Reports/Improvement Plans (AARs/IPs)	Per HSEEP, within 120 days of exercise conduct	All PHEP Sub-Recipients	<ul style="list-style-type: none"> • Template and HSEEP guidelines can be found on the ADHS AZ-PIRE website: https://sites.google.com/azdhs.gov/az-pire
<ul style="list-style-type: none"> • Emergency Response Plans • Pandemic Influenza • Fatality Management • Medical Counter Measures Receipt and Dispensing • Continuity of Operations • Health Emergency Operations Center • Volunteer Management 	All plans to be completed, reviewed, and made available by the end of the five year project period	All PHEP Sub-Recipients	<ul style="list-style-type: none"> • Emergency Response Plan toolkits and resources are located at: www.azdhs.gov/emergencyplans • Plans will be uploaded to the respective sub-recipient page on the ADHS AZ-PIRE website: https://sites.google.com/azdhs.gov/az-pire

STRATEGIES AND ACTIVITIES

Strategy 1: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships with government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Community Capabilities

Community Capability 1: Community Preparedness

Community Capability 2: Community Recovery

Activity: Determine the Risks to the Health of the Jurisdiction	Deliverable	Applies To	Duration
<p>Conduct a public health jurisdictional risk assessment (JRA), in collaboration with community partners to identify potential hazards, vulnerabilities, and risks within the jurisdiction that relate to the public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals.</p> <p>Recommend a collaborative and flexible risk assessment process that incorporates input from existing hazard and vulnerability analysis conducted by emergency management, AzCHER and other health care organizations, as well as other community partners and stakeholders.</p> <p>Community partners should analyze JRA results, and use diverse data sources such as the PHEP/PHS Capabilities Planning Guide (CPG), previous risk assessments, natural incident AARs/IPs, site visit observations, jurisdictional data from the National Health Security Preparedness Index, and other jurisdictional data and strategies, to help determine their strategic priorities, identify gaps, and, ultimately prioritize preparedness investments.</p>	<p>Conduct a JRA and report results to ADHS.</p>	<p>All PHEP Sub-Recipients</p>	<p>Once every 5 years from the date of the JRA (or equivalent)</p>

Strategy 1: Strengthen Community Resilience

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Community Capabilities

Capability 1: Community Preparedness

Capability 2: Community Recovery

Activity: Ensure HPP Coordination (Health Care System)

The purpose of this collaboration is to ensure a shared approach to delivering health services alongside health care services to mitigate the public health consequences of emergencies. PHEP resources cannot be used to fund HPP programmatic activities. However, there are areas where coordinated planning and collaboration between the programs are beneficial, including exercising and training.

All jurisdictions must participate in one statewide or conduct one regional full-scale exercise (FSE) within the five-year project period. Exercises must include participation from AzCHER and include, at a minimum, hospitals, emergency management agencies, and emergency medical services (EMS).

Local Jurisdictions must participate in one ADHS-sponsored statewide full-scale exercise, OR

Participate/conduct a regional full-scale exercise, OR

ADHS may consider a real-world response as an acceptable substitute

All PHEP Sub-Recipients

By BP5 (2024)

Activity: Plan for the Whole Community

In collaboration with HPP, continue to build and sustain local health department and community partnerships to ensure that activities have the broadest possible reach with the strongest possible ties to the community. Local health departments should focus on two activities simultaneously:

- Continued coordination with local stakeholders to review collaboration efforts with agencies they represent; and
- Collaboration with key community partners who have established relationships with diverse at-risk populations, to include mental/behavioral health and underserved populations.

Develop or expand child-focused planning and partnerships.

Develop family reunification plans for schools and child care centers.

AARs and plans should provide evidence of a whole community approach when planning, training and exercising.

All PHEP Sub-Recipients

June 30, 2022

Strategy 1: Strengthen Community Resilience

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Community Capabilities

Capability 1: Community Preparedness

Capability 2: Community Recovery

<p>Individuals with disabilities and others with access and functional needs. Use a flexible approach to define populations at risk to jurisdictional hazards. Address a broad set of common access and functional needs using the Communication, Maintaining Health, Independence, Services Support, and Transportation (CMIST) framework.</p> <p>Individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. Examples of populations with access and functional needs that are not limited to, children, pregnant women, postpartum and perinatal women, racial and ethnic minorities, older adults, persons with chronic disease, persons with limited English proficiency, persons with limited transportation, persons experiencing homelessness, and disenfranchised populations.</p>			
<p>Activity: Focus on Tribal Planning and Engagement</p>	<p>Deliverable</p>		<p>Due Date</p>
<p>Enhance the engagement between county and tribal public health departments in a meaningful and mutually beneficial way to ensure that all community members are fully and equally served, while also recognizing the inherent sovereignty of those nations to support their members in a culturally appropriate manner.</p>	<p>Documentation of collaborative efforts to ensure appropriate efforts are made to develop public health preparedness and response capability. May be included in regular workplan reports.</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022</p>

Strategy 2: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident. This includes the use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident command structure.

and Capability

Priority 3: Emergency Operations Coordination

Activity: Activate and Coordinate Public Health Emergency Operations	Deliverable	Applies To	Due
<p>Incident management plans should include but not be limited to:</p> <ul style="list-style-type: none"> Procedures to conduct preliminary assessments to determine the need for activation of public health emergency operations; Procedures for establishing a scalable public health incident management structure that is consistent with NIMS and jurisdictional standards; Procedures for activating, operating, managing, and staffing the public health emergency operations center (HEOC) or implementing public health emergency functions within another emergency operations center; Identification of primary and alternate HEOC locations, including virtual communication structures; Procedures for demobilizing public health emergency operations; and Description of how the jurisdiction will use Emergency Management Assistance Compact (EMAC) or other mutual aid agreements for public health and medical mutual aid to support coordinated activities and to coordinate resources and other potential support required when responding to emergencies. At minimum, this plan should include the following: <ul style="list-style-type: none"> Procedures for evaluating, responding to, and seeking reimbursement for resources deployed under EMAC; Procedures on how information will be shared for a resource request and deployment; Redundant points of contact for all public health and medical Mission Ready Packages (MRPs) as applicable; and 	<p>Development, update/review of the Emergency Response Plan</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022 Upload Plans folders to ADHS website</p>

Strategy 2: Strengthen Incident Management

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and Capability

Capability 3: Emergency Operations Coordination

<p>Description of reimbursement processes following a deployment for the deployed personnel and the key internal staff.</p>			
<p>Update the current COOP plan that includes the following elements: - Identification and prioritization of essential services needed to sustain public health agency mission and operations; - Procedures to sustain essential services regardless of the nature of the incident (all-hazards planning); - Resources, skills, and personnel needed to continue essential services and operations (human capital management); - Clarification of public health agency and personnel roles and responsibilities in support of ESF #8; - Allocation of workforce in response to needs of the incident; - Access to facilities due to issues such as structural safety or security concerns; - Remote-based implementation of social distancing policies; - Identification of agency vital records (such as legal documents, payroll, personnel assignments) that must be preserved to support essential operations or for other reasons; - Remote and virtual work sites; - Continuation of uninterruptible services for scaled down operations; - Substitution of uninterruptible services; and - Provision of additional services to augment recovery.</p>	<p>Development or update/review of the Continuity of Operations Plan</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022 Upload COOP Plans folders to ADHS website</p>
<p>Update personnel lists. Assign personnel to fulfill required incident command and public health management roles. Test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency</p>	<p>1. Maintain listing of personnel using the</p>	<p>All PHEP Sub-Recipients</p>	<p>1. Twice annually update the four</p>

Strategy 2: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident. This includes the use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident command structure.

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<p>Update personnel lists. Assign personnel to fulfill required incident command and public health management roles. Test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency</p>	<p>1. Maintain listing of personnel using the</p>	<p>All PHEP Sub-Recipients</p>	<p>1. Twice annually update the four</p>

Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Key Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Activity: Demonstrate Operational Readiness for Pandemic Influenza

For pandemic influenza preparedness planning, all sub-recipients must coordinate with their respective immunizations programs to develop, maintain, and update pandemic influenza plans to prevent, control, and mitigate the impact of pandemic influenza on the public's health and to help meet pandemic preparedness goals for the general population.

Pandemic Influenza plan should provide evidence of collaboration with respective immunization programs. If a jurisdiction does not have an immunization program then provide evidence of collaboration with county/state level programs.

All PHEP Sub-Recipients

June 30, 2022
 Upload Pandemic Influenza Plans to the ADHS website

Activity: Conduct Required MCM Exercises

Requires the following progressive exercises in the 2019-2024 five-year period. A real incident that incorporates the same operational requirements fulfills any level of exercise requirement for the same operational requirement.

Dispensing FSE estimation is now completed as part of the dispensing full-scale exercise (FSE). However, if a site does not participate in the dispensing FSE (e.g., participates in immunization FSE in lieu of dispensing FSE), oral dispensing throughput will be measured and information submitted at least once every five-year period.

1. Complete three annual drills that address: facility setup, staff notification and assembly, and site activation.
2. Alternating each year between anthrax and pandemic influenza scenarios.

All deliverables apply to CRI counties

1. No later than June 30, 2022
2. Delivered by jurisdiction

Strategy 2: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident. It includes the use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident command structure.

Key Capabilities

Capability 3: Emergency Operations Coordination

<p>Establish a center or jurisdictional emergency operations center during a drill or real-world incident at least once during the budget period.</p>	<p>ADHS Critical Contact Sheet</p> <ol style="list-style-type: none"> 2. Conduct drill or use real-world incident to test staff assembly processes. 		<p>ADHS PIR</p> <ol style="list-style-type: none"> 2. Once BP3
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Strategy 3: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and reliable information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and increase awareness with federal, state, local, territorial, and tribal governments and partners.

Key Capabilities

Capability 4: Emergency Public Information and Warning

Capability 6: Information Sharing

Activity: Coordinate Information Sharing	Deliverable	Applies To	Due
<p>Ensure all staff have access to communication systems that maintain or improve resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability, patient tracking, and provide access to AzCHER members and partners and stakeholders.</p>	<ol style="list-style-type: none"> 1. Include in appropriate plans the identification of primary and redundant 	<p>All PHEP Sub-Recipients</p>	<ol style="list-style-type: none"> 1. June

Strategy 3: Strengthen Information Management

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Information Management Capabilities

Capability 4: Emergency Public Information and Warning

Capability 6: Information Sharing

<p>Systems, whether they are internally managed or externally hosted on cloud platforms, must be capable of supporting syndromic surveillance, real-time surveillance, active and/or passive mortality surveillance, public health registries, situational awareness dashboards, and other public health preparedness activities.</p> <p>Plans in place that identify redundant communication platforms (primary and secondary) and a cycle of maintenance and testing of these platforms every six months.</p>	<p>communication platforms.</p> <p>2. Testing of the platforms every six months.</p>		<p>2. Once</p>
<p>Activity: Coordinate Emergency Information and Warning</p> <p>Communication plan should identify the public information officer (PIO) and other personnel responsible for implementing jurisdictional public information and communication strategies. Plans must outline requirements; roles and responsibilities; and required qualifications or skills for personnel.</p> <p>Integrate and emergency risk emergency communication (CERC) principles to disseminate critical health and safety information to alert the media, public, community-based organizations, and other stakeholders to potential health risks and reduce the risk of exposure. Develop message templates based on risk scenarios identified in risk assessments and incorporate these into communication plans as applicable.</p>	<p>1. Development, update/review of a Crisis Emergency Risk Communication plan</p> <p>2. Ensure that PIO, or designees, receive appropriate ICS training.</p>	<p>All PHEP Sub-Recipients</p>	<p>1. June upload Plans folder ADH PIRE</p> <p>2. As circumstances occur</p>

Strategy 3: Strengthen Information Management

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Identified Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Communication plans have processes for coordinating public information during infectious disease outbreaks and information sharing, monitoring and tracking of cases of persons under investigation to ensure maximum coordination and consistency of messaging.

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Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Identified Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Activity: Develop and Test MCM Distribution, Dispensing, and Vaccine Distribution Plans

Deliverable	Applies To	Du
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Strategy 4: Strengthen Countermeasures and Mitigation

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Key Capabilities

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<p>Finalize MCM distribution, dispensing, and vaccine administration plans through development, training, exercising, and evaluating these MCM plans. Ensure access to and administration of countermeasures and ensuring the health and safety of clinical and other personnel are important priorities for business and continuity of operations.</p> <p>Engage key partners, to include AzCHER, in the development, training, and evaluation of plans for MCM distribution, dispensing, and vaccine administration. This includes open and closed points of dispensing (POD) and plans to leverage community vaccine providers in large pandemic-like responses.</p>	<p>Development, update/review of Medical Countermeasures plans</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022 upload Plans folder ADHS website</p>
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Pandemic Influenza plan should provide evidence of collaboration with respective immunization programs. If a jurisdiction does not have an immunization program then provide evidence of collaboration with county/state level programs.

All PHEP Sub-Recipients

June 30, 2022
Upload Pandemic Influenza Plans folder to ADHS website

Activity: Conduct Required MCM Exercises

Requires the following progressive exercises in the 2019-2024 five-year period. A real incident that incorporates the same operational requirements fulfills any level of exercise requirement for the same operational requirement.

Dispensing FSE estimation is now completed as part of the dispensing full-scale exercise (FSE). However, if a site does not participate in the dispensing FSE (e.g., a site that participates in immunization FSE in lieu of dispensing FSE), oral and written reports will be measured and information submitted at least once every five-year period.

1. Complete three annual drills that address: facility setup, staff notification and assembly, and site activation.
2. Alternating each year between anthrax and pandemic influenza scenarios.

All deliverables apply to CRI counties

1. No later than June 30, 2022
2. Delivered by jurisdiction

Strategy 4: Strengthen Countermeasures and Mitigation

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	<ol style="list-style-type: none"> 3. Complete two tabletop exercises every five years. One to demonstrate readiness for an anthrax scenario, and one for a pandemic influenza scenario. 4. Complete a functional exercise once every five years, focusing on vaccination of at least one critical workforce group, to demonstrate readiness for a pandemic influenza scenario. 5. Demonstrate operational readiness for a pandemic influenza scenario through the 		<ol style="list-style-type: none"> 3. On this prope 4. On this prope 5. On this prope (co in
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Strategy 4: Strengthen Countermeasures and Mitigation

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	completion of an FSE once every five years.		November 2021
Activity: Participate in ORRs			
Operational Readiness Review will focus on all 15 preparedness elements to include pandemic influenza planning and response elements. In July 2021, CDC plans to expand the ORR to include a comprehensive evaluation of planning and operational readiness based on all 15 public health preparedness and response capabilities.	Complete the Operational Readiness Review	All PHEP Sub-Recipients	June 30, 2022
Activity: Conduct Inventory Management Tracking System Annual	Deliverable		Due Date
Users will be required to use respective inventory systems to receive an inventory file, verify receipt, adjust inventory levels, and "return" unused resources.	Real world response that involves the receipt of distributed resources from ADHS will satisfy this activity.	All PHEP Sub-Recipients	June 30, 2022

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<p>Activity: Update Local Distribution Site (LDS) Survey</p>			
<p>Update the LDS survey form once annual. LDS site information is required for the primary site. Jurisdictions are encouraged to validate each LDS site with a law enforcement representative at least once every three years.</p>	<p>Review/update completed LDS survey form for both primary and secondary sites.</p>	<p>All PHEP Sub-Recipients</p>	<p>Once a year</p>
<p>Activity: Coordinate Non-pharmaceutical Interventions</p>			
<p>Coordinate with and support partner agencies to plan and implement non-pharmaceutical interventions (NPIs) by developing and updating plans for quarantine, temporary school and child care closures and dismissals, mass gathering (large event) cancellations and restrictions on movement, and border control measures.</p>	<p>Plans must:</p> <ul style="list-style-type: none"> Document applicable jurisdictional, legal, and regulatory authorities necessary for implementation of NPIs in routine and incident-specific situations. Delineate roles and responsibilities of health, law enforcement, emergency management, chief executive, and other relevant agencies and partners. 	<p>All PHEP Sub-Recipients</p>	<p>June 30</p>

Strategy 4: Strengthen Countermeasures and Mitigation

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	<p>Define procedures, triggers, and necessary authorizations to implement NPIs, whether addressing individuals, groups, facilities, animals, food products, public works/utilities, or travelers passing through ports of entry.</p> <p>Determine occupational and exposure prevention measures, such as decontamination or evacuation strategies.</p>		
<p>Activity: Ensure Safety and Health of Responders</p>			
<p>Conditions must assist, train, and provide resources necessary to public health first responders, critical workforce personnel, and critical response workforce from hazards during response and recovery operations.</p>	<p>Assistance may include personal protective equipment (PPE), MCMs, workplace violence training, psychological first aid training, and other resources specific to an emergency that</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022</p>

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- Capability 14: Responder Safety and Health

	would protect responders and health care workers from illness or injury at the state and local levels. This may include developing clearance goals for contaminated areas based on guidance from a committee of subject matter experts.		
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Strategy 5: Strengthen Surge Management

Management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral health resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other personnel as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with jurisdictions and agencies to provide fatality management services.

Key Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Activity: Coordinate Activities to Manage Public Health and Medical	Deliverable	Applies To	Due Date
Coordinate with emergency management, and other relevant partners and agencies to assess the public health and medical surge needs of the community.	At minimum, local jurisdictions must have written plans in place that clearly define the public health roles and responsibilities during surge operations and outline procedures on how public health will engage the health care system to provide and receive situational awareness throughout the surge event.	All PHEP Sub-Recipients	June 30, 2022
Activity: Coordinate Public Health, Health Care, Mental/Behavioral and Human Services Needs during Mass Care Operations			
Local jurisdictions should coordinate with key partner agencies to address, at congregate locations (excluding shelter-in-place locations), the public health care, mental/behavioral health, and human services needs of the community affected by an incident. In collaboration with ESF #8 partners, health care, emergency management, and other pertinent stakeholders, local	At minimum, these plans should address procedures on how ongoing surveillance and public health assessments will be	All PHEP Sub-Recipients	June 30, 2022

Strategy 5: Strengthen Surge Management

Management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral health resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other personnel as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with local jurisdictions and agencies to provide fatality management services.

Key Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

<p>Partners should develop, refine, or maintain written plans that identify the specific roles and responsibilities in supporting mass care operations.</p>	<p>coordinated to ensure that the public health, health care, mental/behavioral health and human services needs of those impacted by the incident continue to be met while at congregate locations; and procedures to support or implement family reunification, including any special considerations for children.</p>		
<p>Activity: Coordinate with Partners to Address Public Health Needs for Fatality Management Operations</p>			
<p>Coordinate with and support partner agencies to address fatality management operations resulting from an incident</p> <p>Coordinate with jurisdictional partners and stakeholders, local jurisdictions to conduct the following activities.</p> <p>Coordinate with subject matter experts and cross-disciplinary partners and agencies to clarify, document, and communicate the public health agency</p>	<p>Development, update/review of Fatality Management plan</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022 upload Fatality Management Plan L... folder to ADHS website</p>

Strategy 5: Strengthen Surge Management

Management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral health resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other personnel as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with other jurisdictions and agencies to provide fatality management services.

Related Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Fatality management, based on jurisdictional risks, incident needs, and stakeholder authorities.

Public health agency role may include supporting: recovery, preservation, and release of remains, identification of the deceased, determination of cause and manner of death, including whether disaster-related; provision of mental/behavioral health assistance, and coordination to include culturally appropriate messaging around handling of remains.

Coordinate with community partners, including law enforcement, emergency management, and medical examiners or coroners to ensure proper tracking, identification, handling, and storage of human remains and ensure access to behavioral health services for responders and families impacted by the event.

Ensure procedures in place to share information with fatality management including fusion centers or comparable centers and agencies, emergency operations centers, and epidemiologist(s), to provide and receive surveillance information that may impact the response.

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Strategy 5: Strengthen Surge Management

Management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral health resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected jurisdiction. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other personnel as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with other jurisdictions and agencies to provide fatality management services.

Key Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Activity: Coordinate Medical and Other Volunteers to Support Public Health and Medical Surge

Implement the following activities to address volunteer planning considerations. Estimate the anticipated number of public health volunteers and health care professional roles based on identified situations and resource needs. Identify and address volunteer liability, licensure, workers' compensation, malpractice, and third-party reimbursement issues that may deter volunteer use. Develop processes to assist with volunteer coordination, including protocols to handle walk-up volunteers and others who cannot participate due to regulatory requirements. Jurisdictions that do not use spontaneous or other types of volunteers due to state regulations must describe in their plans how they will handle those types of volunteers during an incident. Leverage existing government and non-governmental volunteer registration systems, such as ESAR-VHP and Medical Reserve Corps (MRC).

Development, update/review of Volunteer Management plan

All PHEP Sub-Recipients

June 30, 2022
upload
Plan L
folder
ADHS

Domain Strategy 6: Strengthen Biosurveillance

Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, diseases, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Associated Capabilities

- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Activity: Conduct Epidemiological Surveillance and Investigation	Deliverable	Applies To	Due
<p>Jurisdictions should continue to create, maintain, support, and strengthen surveillance and detection systems and epidemiological processes.</p> <p>Jurisdictions should evaluate surveillance and epidemiological outcomes to identify deficiencies encountered during responses to health threats and incidents and recommend opportunities for improvement.</p> <p><i>Enhance cross-border health surveillance activities.</i></p> <p>Investment in cross-border preparedness reinforces public health whole-of-government approach, which is essential for local-to-global threat risk assessment and response to actual events regardless of source or origin.</p>	<ol style="list-style-type: none"> 1. Have or have access to trained personnel to manage and monitor routine jurisdictional surveillance and epidemiological investigation systems. Support surge requirements in response to threats to include supporting population at risk of adverse health outcomes as a result of the incident. 2. Have procedures in place to establish partnerships, to conduct investigations, and share information with other governmental agencies and partner organizations. 	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022 (includes annual report for Year 1)</p>

Domain Strategy 6: Strengthen Biosurveillance

Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, diseases, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Associated Capabilities

- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation

	<p>Local jurisdictions located on the United States-Mexico border should conduct activities that enhance border health, particularly regarding disease detection, identification, investigation, and preparedness and response activities related to emerging diseases and infectious disease outbreaks whether naturally occurring or due to bioterrorism.</p>		
<p>Poison Control Center date for public health surveillance can be particularly helpful in the following situations: - Maintaining situational awareness during a known public health threat, - Identifying an emerging public health threat, - Addressing unmet public health communication needs following a public health event, - Conducting surveillance for specific exposures or illnesses of concern to the community department.</p>	<p>Establish processes for using poison control center data for public health surveillance.</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022 include annual reports Year F</p>

Domain Strategy 6: Strengthen Biosurveillance

Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, diseases, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Associated Capabilities

- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Coordinate with epidemiological and vital records partners to implement death registration (EDR) systems.

Each jurisdiction should coordinate with epidemiological partners to implement systems for active and passive mortality surveillance and EDR use. Building upon the jurisdiction's prior experience with utilizing EDR systems will ensure a successful response.

Local jurisdictions should prioritize development of scalable plans to implement an EDR system, such as developing reporting and technological capability; assessing potential legal information sharing barriers and restrictions; and other actions that will help establish initial functionality. An option for EDR development planning can include working with the jurisdictional vital records office (VRO).

All Counties

June 30, 2022
 includes annual report
 Year R

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Sheriff's Office)

Apache County Sheriff's Office

Date/Signature: [Signature] 5/21/2021

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

Discussion and possible approval of a Memorandum of Understanding (MOU) with the
United States Marshals Service in participating and assisting in a Regional Fugitive Task Force
For the purpose of locating and apprehending fugitives in Apache County.

BOS Meeting Date Requested June 01, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

**United States Marshals Service
Fugitive Task Force
Memorandum of Understanding**

Rev. 01/2021

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
Apache County Sheriffs Office

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state, tribal, territorial, and federal fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the USMS RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which

category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per DOJ Policy dated October, 29, 2020, Body Worn Cameras (BWC) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all DOJ and USMS policies, procedures, documentation, and reporting during their participation. Moreover, pursuant to the DOJ BWC Policy, the USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force, and provide all partner agencies with a copy of the DOJ BWC Policy. That information will be provided separately. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions.

RECORDS AND REPORTS: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are not evidence and may not be released. A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS Office of General Counsel (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. RFTF/VOTF records and documents, including reports on RFTF/VOTF activity prepared in cases assigned to TFOs, will be maintained in USMS electronic records. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request. This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. However, reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, or authorized TFO BWC recordings during RFTF/VOTF operations, and any TFO's task force related email or text exchanges are deemed federal records under the control and purview of USMS, regardless of where these records are generated or kept. If an applicable state records law mandates the disclosure of task force records, the parent agency must coordinate with the USMS prior to any proposed disclosure. If information developed during a RFTF/VOTF investigation is included in such a form, the TFO's department will maintain the information as an agent of

the RFTF/VOTF. Documents containing information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques shall not be released outside of the USMS unless approved by the Office of General Counsel. No information related to RFTF/VOTF activities may be disseminated at any time to any third party (including a non-task force law enforcement officer, other law enforcement agency, or prosecutor's office) by any task force member without the express permission of the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This prohibition applies to formal and informal communications, as well as reports, memoranda, or other records compiled during the course of RFTF/VOTF operations.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

RELEASE OF LIABILITY: Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: District of Arizona

UNITED STATES MARSHAL or RFTF COMMANDER:

Print Name: _____

Signature: _____

Date: _____

PARTICIPANT AGENCY:

Name: _____

Phone: _____

Location (City and State): _____

PARTICIPANT AGENCY REPRESENTATIVE(S):

Print Name and Title: _____

Signature: _____

Date: _____

INVESTIGATIVE OPERATIONS DIVISION:

Print Name: _____

Signature: _____

Date: _____

Roscoe Herrera

From: Joe Young <JYoung@apachelaw.net>
Sent: Thursday, May 6, 2021 10:34 AM
To: Roscoe Herrera
Subject: RE: Emailing: MOU Apache County SO

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Special Assignment

I have reviewed the MOU, the agreement is legal and complies with requirements for such agreements.

We do need to go before the Board though as it is contractual in nature

From: Roscoe Herrera [mailto:rherrera@co.apache.az.us]
Sent: Tuesday, May 4, 2021 4:13 AM
To: Joe Young <JYoung@apachelaw.net>
Subject: FW: Emailing: MOU Apache County SO

Good Morning Sir,

Please review the attached MOU from the US Marshals Office. We would like to enter into this agreement and assist anywhere we can in apprehending fugitives in making communities safe. Does this need to be presented for BOS approval as well?

Your review and consideration is appreciated.

Thank you, sir.

Roscoe Herrera, Chief Deputy
Apache County Sheriff's Office
928-551-4494 (cell)

From: Jeff Soderquist <jsoderquist@co.apache.az.us>
Sent: Monday, May 3, 2021 8:37 PM
To: Roscoe Herrera <rherrera@co.apache.az.us>
Subject: Fwd: Emailing: MOU Apache County SO

Hi chief. I wasn't able to open this on phone, I had to open attachment on my desktop FYI. Thanks

Sent from my iPhone

Begin forwarded message:

From: "Cifu, Michael (USMS)" <Michael.Cifu@usdoj.gov>
Date: April 16, 2021 at 8:07:55 PM MST

To: Jeff Soderquist <jsoderquist@co.apache.az.us>
Subject: **Emailing: MOU Apache County SO**

Your message is ready to be sent with the following file or link attachments:

MOU Apache County SO

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County School Superintendent's Office

Date/Signature: May 19, 2021

Gay M. ...

Describe in detail what you want to say to the Board and what action you want the Board to take: Request authorization for a short presentation on Broadband/Internet in Apache County.

BOS Meeting Date Requested: June 1, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

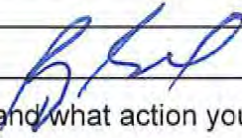
date/time stamp

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

County Manager _____

Date/Signature: _____

5/24/21



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 6/1/2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____