



Joe Shirley, Jr.
Supervisor, District I

Alton Joe Shepherd
Chairman, District II

Nelson Davis
Vice Chairman, District III

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

June 27, 2023
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
June 27, 2023**

1. Discussion and possible approval of the Professional Services Agreement with Summit Funeral Home to provide removal, transport, and storage for the Apache County Alternate Medical Examiner/Medico Legal Death Investigator, effective July 1, 2023.
2. Discussion and possible approval of Intergovernmental Agreement #CTR064433, a Workforce Development Grant to provide local health departments support to recruit, hire and retain staff. This grant is effective December 1, 2022, split evenly over a five-year period in the amount of \$91,379 for a total of \$456,893.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
June 27, 2023**

1. Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2023 through June 30, 2024 at the rate of \$25.00 per month.
2. Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2023, through June 30, 2024, at the rate of \$25.00 per month.
3. Discussion and possible approval of a lease agreement between the Sanders Unified School District #18 and the Apache County Library District from July 1, 2023, through June 30, 2024 in the amount of \$325.00 per month as well as a \$25.00 flat fee for utilities.
4. Discussion and possible approval to authorize SueAn Stradling-Collins, or other library district employee, blanket authority to accept donations to our libraries up to \$2,000.
5. Discussion and possible approval for Fiscal Year 2023-2024 to dispose of materials that have been donated to or withdrawn from our library collections, by offering them for sale at each of our library facilities.
6. Discussion and possible approval for Fiscal Year 2023-2024 to make discarded library materials and gift materials which are out of scope for our collections, available to charitable and non-profit organizations within Apache County.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
June 27, 2023**

1. Sit as the Board of Directors and following a public hearing, discussion, and possible approval of the 2023-2024 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.apachecountyaz.gov 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 2023-2024 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.

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 June 6, 2023, to June 27, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated June 6, 2023.
- *C. Request approval of an Independent Contractor Agreement with MH Consulting and Project Management.
- *D. Request approval to extend the lease agreement between Apache County and Northland Pioneer College for an additional year.
- *E. Request approval of a resolution to accept Ak-Chin Indian Community grant funds on behalf of the Vernon Fire District.

Finance Department:

- *F. Request approval of a resolution to designate Timothy Hinton as the Chief Fiscal Officer for submitting the fiscal year 2024 Expenditure Limitation Report to the Arizona Auditor General.
 - *G. Request approval of the Pension Funding Policy in accordance with A.R.S. §38-863.01.
4. Treasurer's Office: Discussion and possible approval to extend our banking services with National Bank of Arizona for two (2) years, August 1, 2023, to July 1, 2025, per A.R.S. §35-325.
 5. Recorder's Office: Discussion and possible approval of Amendment #1 with Runbeck Election Services for ballot printing and mail services.
 6. Election Department: Discussion and possible approval to conduct the November 7, 2023 Special Election as a "Ballot by Mail" election for: Special Bond Repurpose Election for Window Rock Unified School District No. 8 and a Special Bond Election for Round Valley Unified School District No. 10.
 7. Engineering Department: Discussion and possible approval to amend the Intergovernmental Agreement between Apache County the Navajo Nation by adding Attachment C. This amendment will provide funding to cover the Carrizo Pit reclamation bond.

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

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

Posted this 22nd day of June 2023 at 4:30 p.m. MST by 



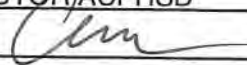
Ryan N. Patterson
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR, ACPHSD

Date/Signature: 06/05/2023 

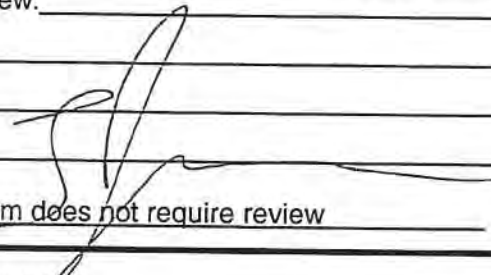
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the Professional Services Agreement with Summit Funeral Home to provide human remains removal, transport and storage for the Apache County Alternate Medical Examiner/Medio Legal Death Investigator effective 07/01/2023.

BOS Meeting Date Requested: 06/27/2023


PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Check if item does not require review _____

Finance Review: _____

Signature 

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____ x

Other Review: _____

Signature _____

Check if item does not require review _____

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



Apache County

Public Health Services District

BOS AGENDA ITEM
PROS AND CONS
PROFESSIONAL SERVICES AGREEMENT
SUMMIT FUNERAL HOME

DESCRIPTION: Professional Services Agreement with Summit Funeral Home to provide human remains removal, transport and storage for the Apache County Alternate Medical Examiner/Medio Legal Death Investigator effective 07/01/2023.

PROS: ARS Title 11 requires counties to provide Medical Examiner/Alternate Medical Examiner/Death Investigator services under the following circumstances:

1. Death when not under the current care of a health care provider as defined pursuant to section 36-301.
2. Death resulting from violence.
3. Unexpected or unexplained death.
4. Death of a person in a custodial agency as defined in section 13-4401.
5. Unexpected or unexplained death of an infant or child.
6. Death occurring in a suspicious, unusual or nonnatural manner, including death from an accident believed to be related to the deceased person's occupation or employment.
7. Death occurring as a result of anesthetic or surgical procedures.
8. Death suspected to be caused by a previously unreported or undiagnosed disease that constitutes a threat to public safety.
9. Death involving unidentifiable bodies.

Summit Funeral Home assists our Alternate Medical Examiner/Death Investigator with removal of human remains, transport and storage north of I-40.

CONS: None.

Apache County Public Health Services District

Professional Services Agreement

This Agreement is made and entered into between the Apache County Public Health Services District (“District”) and Summit Funeral Home (“Subcontractor”).

Whereas, the District requires the services of a Licensed Mortuary to remove and transport human remains from the location of death for the Apache County Medical Examiner’s office, and

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

Now, Therefore, the parties agree as follows:

1. **Term.** This Agreement shall commence as of July 1, 2023 and shall continue in effect for one year and will be automatically renewed at the conclusion of each subsequent year up to five years unless the parties terminate this agreement as provided in Section 10.
2. **Services.** The Subcontractor shall provide human remains removal, transport and storage for the office of the Medical Examiner in Apache County as a backup to the Apache County Medico Legal Death Investigators.
3. **Compensation.** Rates may change subject to written mutual agreement. Any agreement in the change of rates becomes effective July 1 after the written agreement is executed. Change in rates must be presented at a regular Board of Directors meeting of the District in February of the year the service rates change.
 - a. Changes in rates will not exceed 10% of the previous rates.
 - b. Mileage for removal will not be charged within a 50 mile radius of Summit Funeral Home.
 - c. Mileage beyond the 50 mile radius - \$3.50 per mile
 - i. This refers to removal of human remains from the place of death to a designated Apache County storage location. The destination will be determined by the Alternate Medical Examiner, County Attorney or Medico Legal Death Investigator. No additional charge will be incurred if the place of death is less than a 50 mile radius from the Summit Funeral Home location.
 - d. Standard Body Bag - \$55.00
 - e. Heavy-duty Body Bag - \$90.00
 - f. Refrigerated Storage - \$50.00 per day
 - g. Removal from place of death - \$350.00

- h. This charge is for transporting of the remains from the place of death to the designated Apache County storage location. Additional mileage is not charged unless the mileage is beyond a 50-mile radius.
4. **Independent Contractor.** In providing services hereunder, Subcontractor is an independent contractor. Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor. Subcontractor works at the discretion and direction of the Apache County Sheriff's Office.
 5. **Insurance.** Subcontractor shall maintain in force during the terms of this Agreement, at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the District's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of a cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
 6. **Compliance with Laws.** Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder, All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.
 7. **Professional Licenses.** Subcontractor shall maintain in force throughout the term of this Agreement any and all license, permit and accreditation required for the Subcontractor to provide services hereunder. The Subcontractor shall provide the District with the documentation of any and all required license, permit, and accreditation. The Subcontractor shall notify the District and shall immediately cease performance hereunder if any such license, permit, or accreditation is suspended or revoked.
 8. **Indemnification.** To the fullest extent allowed by law, each party (as "indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials, and employees (the "indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) related to, arising out of or resulting from the Indemnitor's negligent acts errors mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or by part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

9. **Termination.** This agreement shall terminate immediately and automatically upon the termination of the Contract for any reason. In addition, either party may terminate this Agreement for any reason up to 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 10 days after the delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS 38-511 (concerning conflicts of interest).
10. **Non-Assignment.** Subcontractor shall not assign any right or interest in the Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.
11. **Other Subcontractors.** This agreement does not prohibit or limit the District in subcontracting with other mortuaries, individuals or political subdivisions of the state.

APACHE COUNTY PUBLIC HEALTH
SERVICES DISTRICT

SUMMIT FUNERAL HOME

Signature _____

Signature Paul S. Parker

Date _____

Date 6-5-23

Summit Funeral Home

346A Hwy 264 Saint Michaels, Az. 86511 P.O. Box 500 Saint Michaels, Az. 86511
 Phone (928) 871-1120 Fax (928) 871-1122 E-mail: summitfuneralhome@gmail.com

Visit our web page: <https://www.summitfuneralhome.com>

General Price List

Effective Date: July 21, 2022

Subject to change without notice

The goods and services shown below are those we can provide to our customers. You may choose only the items you desire. **However, any funeral arrangements you select will include a charge for our basic services and overhead.** If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected

This establishment offers for sale caskets and outer burial containers which may be purchased and used, at your option, in connections with the funeral services and funeral disposition of human remains. However, except under certain public health circumstances pursuant to A.R.S § 36-136, state law does not require the purchase or use of casket or containers.

Professional Services of Funeral Director and Staff and Overhead:

This fee for our basic services and overhead will be added to the total cost of the funeral arrangements you select. (This fee is already included in our charges for direct cremations, immediate burials, and forwarding or receiving remains.)

Additionally, this fee or a portion of it may be added to the cost of using facilities, staffing or services when our funeral home has not taken possession of or sheltered the body. The fee includes the following: Personnel available 24 hours a day, 365 days a year to respond to initial call. Arrangement conference, clerical assistance in the completion of various forms and permits associated with funeral. Also covers overhead including facility maintenance, equipment and inventory costs, insurance and administration expenses, and governmental compliance. Processing of insurance and filing of state death certificates. - - - - - \$1,800.00

Preparation of the body:

Except in certain special cases, embalming is not required by law. Embalming may be necessary, however, if you select certain funeral arrangements, such as a funeral with viewing. If you do not want embalming, you usually have the right to choose an arrangement that does not require you to pay for it such as a direct cremation or immediate burial.

EMBALMING	-	-	-	-	-	-	-	-	-	-	\$570.00
REFRIGERATION PER DAY	-	-	-	-	-	-	-	-	-	-	\$250.00
DRESSING, CASKETING AND / OR COSMETISING OF DECEASED	-	-	-	-	-	-	-	-	-	-	\$250.00
AUTOPSY/DONOR REPAIR	-	-	-	-	-	-	-	-	-	-	\$250.00

USE OF FACILITIES AND STAFF

Use of facilities and staff services for visitation. (2 hours during business hours) - - - - - \$265.00

Our services include set up visitation area, placement of encased remains, display of floral arrangement, supervision of the attendance during the visitation.

Use of facilities and staff for Funeral Services. - - - - - \$525.00

Our services include coordination of the funeral arrangements, supervision of the funeral, and staff to assist with the funeral ceremony.

Identification viewing for immediate family embalmed or not embalmed (ie. spouse, children, parents) Viewing will be for 15 minutes and 4 people maximum. - - - - - \$200.00

Our services include staff and facilities for a private non- public viewing for immediate family as defined as spouse, children as defined as spouse, children and parents for up to 15 minutes and 4 persons. During business hours.

Additional fee for use of the facilities and staff on Saturday	-	-	-	-	-	-	-	-	-	\$300.00
Additional fee for use of facilities and staff National Holiday	-	-	-	-	-	-	-	-	-	\$400.00
Additional fee for use of facilities and staff after 5 pm (per hour)	-	-	-	-	-	-	-	-	-	\$100.00
Consultation per hour (First 30 minutes no charge)	-	-	-	-	-	-	-	-	-	\$100.00

Cash Advance

Death Certificate	Arizona	-	-	-	-	-	-	-	-	-	\$20.00
	New Mexico	-	-	-	-	-	-	-	-	-	\$5.00
UNM Office of Medical Investigation Handling Fee		-	-	-	-	-	-	-	-	-	\$85.00
New Mexico Fee for Cremation Permit		-	-	-	-	-	-	-	-	-	\$210.00
Arizona Fee for Cremation Permit		-	-	-	-	-	-	-	-	-	Based on County

Other Merchandise and Other Services

Lowering Device	-	-	-	-	-	-	-	-	-	-	\$500.00
This service includes set up and tear down of the device, 2 umbrellas, 6 chairs, greens and extra funeral staff. (Does Not include delivery vehicle)											
Register Book	-	-	-	-	-	-	-	-	-	-	\$40.00 to \$60.00
Service Folders (50 Black & White) \$1.00 each	-	-	-	-	-	-	-	-	-	-	\$50.00
Additional Personal Colored Picture Printed on Service Folder is \$2.00 per Print on Black and White Service Folder	-	-	-	-	-	-	-	-	-	-	\$2.00 per print
White Pallbearer Gloves \$3.50 each	-	-	-	-	-	-	6-Pair	-	-	-	\$20.00
Flowers	-	-	-	-	-	-	-	-	-	-	As selected
Burial Shroud	-	-	-	-	-	-	-	-	-	-	\$225.00
Board for Traditional Burial	-	-	-	-	-	-	-	-	-	-	\$75.00
Temporary Marker	-	-	-	-	-	-	-	-	-	-	\$25.00
Body Bag- Required by Medical Examiners' Office (Lightweight)	-	-	-	-	-	-	-	-	-	-	\$80.00
Body Bag- Required by Medical Examiners' Office (Heavyweight)	-	-	-	-	-	-	-	-	-	-	\$100.00
Ziegler (Hermetically Sealed Transfer Case)	-	-	-	-	-	-	-	-	-	-	\$695.00
Remains Air Tray (Required by Airlines)	-	-	-	-	-	-	-	-	-	-	\$1100.00
Casket Air Tray (Required by Airlines)	-	-	-	-	-	-	-	-	-	-	\$1300.00
Caskets (Complete Price List will be provided at the Funeral Home.)	-	-	-	-	-	-	-	-	-	-	\$200.00 to \$4,390.00

You may choose to purchase a casket or container for the funeral service and final disposition. However, except under certain public health circumstances pursuant to A.R.S § 36-136 state law does not require the purchase or use of a casket or container.

Outer Burial Container (a complete price list will be provided at the funeral home) - - - \$250.00 to \$770.00

[In most areas of the country], State or local law does not require that you buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.

Transportation

Transfer of deceased from place of death to funeral home (within 50-mile radius) - - - - \$350.00

Additional distance will be \$3.50 per loaded mile.

Flagstaff / Albuquerque - - - - \$425.00

Phoenix - - - - \$800.00

Tuba City - - - - \$360.00

Winslow - - - - \$300.00

Funeral Vehicle (Within 50 Miles) - - - - \$300.00

Delivery Vehicle (Within 50 miles) - - - - \$250.00

Additional per mile fee after 50 free miles - - - - \$3.50

Forwarding Remains to Another Funeral Home - - - - \$1,750.00

This charge includes transfer of remains, minimum services of staff, necessary authorizations, filing of state death certificates, filing of state transit permits, embalming, and transportation to local airport, or other place of shipment with 50-mile radius.

Receiving Remains from Another Funeral Home - - - - \$1,200.00

This charge includes transfer of remains, minimum service of staff, transportation from local airport or other shipping destination within a 50-mile radius and transport of remains to cemetery or crematory also within a 50-mile radius. This charge does not include visitation or ceremonies.

Immediate Burials Available From - - - - \$2,000.00 to \$9,500.00

Our charge for an immediate burial (without ceremony) includes: on call 24 hours, 365. Initial transfer of deceased from place of death to funeral home, (within 50 miles), transport of deceased to cemetery, within 50 miles, basic services of funeral director and staff, (a share of overhead costs for preparation, filing of necessary notices, authorizations & consents). This charge **DOES NOT INCLUDE MERCHANDISE, CEREMONY (CERGY, FAMILY OR PUBLIC INVOLVEMENT) &/OR CEMETERY FEES**. Scheduled with place of burial and funeral home staff. Other factors: distance, Merchandise, Death Certificates.

IMMEDIATE Burial with casket or container provided by purchaser - - - - \$2,200.00

IMMEDIATE BURIAL with casket from our firm (does not include cost of casket) - - - - \$2,200.00

Direct Cremations Available From - - - - \$1,750.00 to \$7,500.00

Our charge for direct cremation (without ceremony) includes: Initial transfer of the deceased from place of death to funeral home (within 50 miles), A portion of the basic charge, necessary authorization. If you want to arrange a direct cremation, you can use an alternative container. Alternative containers encase the body and can be made of materials like fiberboard or composition materials (with or without an outside coverings). The containers we provide are fiberboard. Scheduled with Crematory and funeral home staff. Other factors: distance, Merchandise, container, &/or Urns, Death Certificates, Authorization.

Additional charges of Fees and Permits required- See cash advance items.

CREMATION FEE - - - - \$475.00

DIRECT CREMATION WITH CONTAINER PROVIDED BY PURCHSER - - - - \$1,750.00

DIRECT CREMATION WITH CREMATION BOX - - - - \$1,950.00

DIRECT CREMATION WITH CREMATION CASKET (does not include price of casket) - - - - \$1,750.00

Prices for persons and container weighing over 250 pounds - - - - As quoted

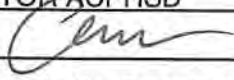
Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 06/12/2023



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

ACPHSD requests discussion and possible approval of IGA Contract # CTR064433 Workforce Development Grant to provide support to the unique needs of local health departments to recruit and hire staff, retain staff, sustain and support staff, train staff and/or strengthen workforce-related planning, systems, processes, and policies. This grant is effective 12/01/2022 split evenly over a 5 year period in the amount of \$91,378.60, for a total of \$456,893.

BOS Meeting Date Requested 06/27/2023.

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

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



Apache County

Public Health Services District

BOS AGENDA ITEM
PROS AND CONS

IGA CONTRACT: CTR064433
WORKFORCE DEVELOPMENT GRANT

DESCRIPTION: The Centers for Disease Control and Prevention (CDC) awarded ADHS a five (5) year, noncompetitive grant titled: Strengthening US Public Health Infrastructure, Workforce, and Data Systems. Supported in part by the American Rescue Plan Act (ARPA), the grant is a groundbreaking investment that supports critical public health infrastructure needs of jurisdictions across the United States. Funding from this grant will help ensure that every U.S. community has the people, service and systems needed to promote and protect health. The grant creates a foundation for CDC's public health infrastructure work and provides maximum flexibility so jurisdictions can address their most pressing needs. ADHS will focus its work with local health departments to implement the grant's workforce development strategies.

PROS: Funding from this grant will assist ACPHSD to hire, retain, sustain, and train the public health workforce.

CONS: None



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR064433

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

Procurement Officer:
Selena Leon

Project Title: Workforce Development Grant

Begin Date: 12/01/2022

Geographic Service Area: Apache County Public Health Services

Termination Date: 11/30/2027

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:

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182. |
| <input type="checkbox"/> | Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| <input type="checkbox"/> | School Districts: A.R.S. §§ 11-951, 11-952, and 15-342. |
| <input type="checkbox"/> | City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix. |

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

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No.: _____</p> <p>Tax License No.: _____</p> <p>Contractor Name: Apache County Public Health Services Address: PO BOX 697, Saint Johns, AZ 85936</p>	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> <p>Name: _____</p> <p>Phone: _____</p> <p>FAX No: _____</p> <p>E-mail: _____</p>
<p>CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p>This Contract shall henceforth be referred to as Contract No. <u>CTR064433</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona Signed this _____ day of _____, 202_</p> <p>Procurement Officer</p>
<p>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.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p>Contract, No. CTR064433, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:</p> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR064433	TERMS AND CONDITIONS

1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:

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

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

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1. Contract Type.

This Contract shall be: Cost Reimbursement

2. Contract Interpretation

3.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1. Terms and Conditions

3.3.2. Statement or Scope of Work;

3.3.3. Attachments;

3.3.4. Exhibits; then

3.3.5. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one of the above categories.

3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. 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.

3.2. 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.

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- 3.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 3.4. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.5. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2023-01, 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.6. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.7. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.9. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.10. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.11. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

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3.12. Ownership of Intellectual Property

3.12.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.12.2. "Government Purpose Rights" are:

3.12.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.12.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.12.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.12.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.12.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.12.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.12.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.12.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

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

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

3.13. Property of the State. If there are any materials that are not covered by Section 4.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may

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not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

- 3.14. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.15. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 3.16. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.17. Certifications Required by State Law.
 - 3.17.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
 - 3.17.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4. Applicable Taxes
 - 4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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4.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

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

4.6.2. Cancel the Contract; or

4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6. Risk and Liability

6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or

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alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

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

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

- 6.4. Force Majeure.
 - 6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

 - 6.4.2. Force Majeure shall not include the following occurrences:
 - 6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

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

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

 - 6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is

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

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

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

7. Warranties

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

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

- 8.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 8.2.2. Fit for the intended purposes for which the Materials are used;
- 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 8.2.4. Adequately contained, packaged, and marked as the Contract may require; and
- 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Conformity to Requirements.

8.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

- 8.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;
- 8.3.1.2. Be free from defects of material and workmanship;
- 8.3.1.3. Conform to or perform in a manner consistent with current industry standards; and
- 8.3.1.4. Be fit for the intended purpose or use described in the Contract.

8.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

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- 8.4. Inspection/Testing. The warranties set forth in this Section 8 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 8.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 8.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 8.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 8.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 8.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 8.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 8.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 8.10.1.1. Identification of response personnel by name;
 - 8.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 8.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 7.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 8.10.3. A request from the State related to this paragraph 8.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any

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additional compensation or extension of time by virtue of having to implement a plan.

8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

8.11. Lobbying

8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

8.11.2. Exception. This paragraph 8.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

8.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

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

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

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

8.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

8.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 9.2. Stop Work Order.
 - 9.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 9.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 9.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 9.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

10. Contract Termination

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

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- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 10.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 10.5. Termination for Default.
- 10.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 10.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 10.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.
- 10.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

11. Contract Claims

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

12. Arbitration

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

13. Communication

- 13.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 13.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities

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that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

14. Client Grievances

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

15. Sovereign Immunity

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

16. Administrative Changes

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

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. Fraud, Waste, or Abuse

18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from

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personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency.

18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.

18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:

18.3.1. ADHS Ethics Action Hotline at (602) 542-2347,

18.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov ,or

18.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

19. Unique Entity Identifier (UEI) Requirement

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

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

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

21. Technology Replacement

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

22. Authorization for Provision of Services

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

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

- 23. CIVIL RIGHTS ASSURANCE STATEMENT.** The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.
- 24. AMERICANS WITH DISABILITIES ACT OF 1990.**
- 24.1. The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 24.2. 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.
- 25. FEDERAL FUNDING.** Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.
- 25.1. For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 25.2. Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.
- 25.3. Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 25.4. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one 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.
- 25.5. Grantee understands that financial reports are required as an accounting of expenditures for either

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reimbursement or ADHS-approved advance payments.

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

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

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

26. Comments Welcome

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

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SCOPE OF WORK

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

- 1.1. "ADHS" means Arizona Department of Health Services.
- 1.2. "Budget Term" means the period of time for which the Contract budget has been created and during which funds should be expended.
- 1.3. "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.
- 1.4. "Emerging Issues" are projects and/or strategies that become prominent and/or are unique to a particular County.
- 1.5. "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org>). Evidence based public health practice is the careful, intentional and sensible use of current best scientific in making decisions about the choice and application of public health interventions. (Reference: Community Commons <https://www.communitycommons.org/>)
- 1.6. "Evidence-Informed" means interventions, strategies, approaches, and/or program models that bring together the best available research, professional expertise, and input from participants to identify and deliver services that have promise to achieve positive outcomes.
- 1.7. "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the CDC Public Health Infrastructure and Workforce Development Grant. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the Contract.
- 1.8. "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.
- 1.9. "SOW" means Scope of Work, which is the area in the agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party.

2. BACKGROUND

- 2.1. The COVID-19 Pandemic has emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Public health departments and other public health partners need to continue their work to respond to COVID-19 and prepare for other public health emergencies that arise in the future. Moreover, COVID-19 has affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in health conditions and worsening others. Public health

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agencies need the capacity to regain their footing in these areas and then accelerate their efforts. This funding is a first of its kind, non-categorical and cross-cutting, intended to help meet critical infrastructure and workforce needs in the short-term; and it should also make possible strategic investments that will have lasting effects on public health agencies across the United States;

- 2.2. The Centers for Disease Control and Prevention (CDC) awarded ADHS a five (5) year, non-competitive grant titled: ***Strengthening US Public Health Infrastructure, Workforce, and Data Systems***. Supported in part by the American Rescue Plan Act (ARPA), the grant is a groundbreaking investment that supports critical public health infrastructure needs of jurisdictions across the United States. Funding from this grant will help ensure that every U.S. community has the people, service and systems needed to promote and protect health. The grant creates a foundation for CDC's public health infrastructure work and provides maximum flexibility so jurisdictions can address their most pressing needs; and
- 2.3. ADHS will focus its work with local health departments to implement the grant's workforce development strategies to hire, retain, sustain, and train the public health workforce.

3. PURPOSE

The purpose of this IGA is to leverage partnerships between ADHS and local health departments by providing ***CDC Strengthening US Public Health Infrastructure, Workforce, and Data Systems*** funding to support the implementations described herein. The intent of this IGA is to provide support to the unique needs of local health departments described in respective Work Plans and Budgets.

4. OBJECTIVES

- 4.1. Local health departments and statewide partners shall implement one (1) or more of the following:
 - 4.1.1. Recruit and hire staff,
 - 4.1.2. Retain staff,
 - 4.1.3. Sustain and support staff,
 - 4.1.4. Train staff, and/or
 - 4.1.5. Strengthen workforce-related planning, systems, processes, and policies.

5. SCOPE OF WORK

Contractor Shall:

- 5.1. Recruit, retain, support, and train the public health workforce with a short-term key outcome of increased hiring of diverse public health staff and a longer goal of an increased public health workforce;
- 5.2. Implement activities identified in approved and agreed upon Price Sheet and Five (5) year Work Plans that align and support workforce development; and
- 5.3. The budget and performance period will begin December 1, 2022, and end November 30, 2027.

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6. TASKS

The Contractor Shall:

- 6.1. Submit an updated Budget Workbook, utilizing the Budget Workbook Template, annually,
- 6.2. Clearly identify proposed spending in the budget,
- 6.3. Implement the approved and agreed upon Five (5) Year Work Plan with identified activities, milestone descriptions, responsible party(ies), collaborations, anticipated completion dates and measures of success,
- 6.4. Participate in all calls (semi-annual), technical assistance calls, webinars, meetings, training, and scheduled site visits, as needed,
- 6.5. Complete tagging and inventory of equipment in compliance with the policy of the State of Arizona Accounting Manual (SAAM),
 - 6.5.1. Stewardship: <https://gao.az.gov/sites/default/files/2022-06/2535%2520Stewardship%2520150701.pdf>
 - 6.5.2. Submit documents to the COVID-19 Workforce Development Program Manager pertaining to the asset (i.e., receiving papers, invoice, purchase order, receipts, etc.); and
 - 6.5.3. Documents shall include the make, model, serial number, and acquisition date of the asset.
 - 6.5.4. All out-of-state travel language shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual,
 - 6.5.4.1. Traveler Responsibilities: <https://gao.az.gov/sites/default/files/2022-06/5007%2520Agency-level%2520Travel%2520Responsibilities%2520180723.pdf>, and
 - 6.5.4.2. Travel Reimbursement Rates: <https://gao.az.gov/sites/default/files/2023-03/5095%20Reimbursement%20Rates%20%20230109a.pdf>
 - 6.5.5. Comply with all federal reporting requirements, and
 - 6.5.6. Timely submission of Annual Progress Reports.

7. FUNDING RESTRICTIONS

- 7.1. Funds shall not be used for any of the following (per CDC restrictions on this funding):
 - 7.1.1. Research,
 - 7.1.2. Recipients may not use funds for clinical care except as allowed by law. The funding provided under this award is primarily for the public health workforce. Recipients are encouraged to use funds to support positions necessary to bolster their public health workforce including positions such as public health physicians or nurses. Where, as part of the public health department's workforce and as part of hiring, retaining, supporting,

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and training that workforce, individuals in these positions may provide services in a clinical setting, those services are allowable. For example, a physician or nurse hired, retained, supported, or trained with funds provided under this award is able to provide public health services in a city/county or state health department clinical setting,

- 7.1.3. Medical supplies or medicine, and
- 7.1.4. Furniture or equipment.
- 7.2. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient;
- 7.3. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - 7.3.1. Publicity or propaganda purposes, for the preparation, distribution, or use of any,
 - 7.3.2. Material designed to support or defeat the enactment of legislation before any legislative body, and
 - 7.3.3. 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.
- 7.4. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients; and
- 7.5. The direct and primary recipient in a cooperative agreement program shall 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.

8. APPROVALS

- 8.1. The annual progress reports, Work Plans, Budget Workbook, and monthly Contractor's Expenditure Reports (CER) with receipts supporting expenditures billed for in-state and out-of-state travel and equipment purchases or \$250 or more, as required and/or requested, shall be submitted and approved by ADHS prior to payment reimbursement.
- 8.2. Upon approval of the Work Plan, any changes to the approved activities or strategies shall be resubmitted to ADHS for review and approval prior to implementation;
- 8.3. Any requests to provide additional information on expenditure reports and annual progress reports;
- 8.4. All marketing materials (use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the local health departments and/or statewide partners and paid for with funds from this award shall be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 8.5. Prior to conducting any evaluation or study involving human subjects, the Contractor shall:
 - 8.5.1. Obtain pre-approval by ADHS, and

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
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- 8.5.2. Obtain pre-approval by the Institutional Review Board (IRB) (as applicable),
- 8.6. Requests to transfer budget amounts between line items, exceeding twenty-five percent (25%) of the total budget or to a non-funded line item, will require a revised budget to be submitted to the Workforce Development Program Manager and a contract amendment issued by ADHS Procurement.
- 8.7. Request approval in writing to the ADHS Workforce Development Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00):
 - 8.7.1. Requests can be made via email and shall include the following information:
 - 8.7.1.1. Type of equipment requesting to be purchased;
 - 8.7.1.2. Cost of equipment; and
 - 8.7.1.3. How the proposed purchase supports the current approved Scope of Work and Work Plan.

9. ADHS RESPONSIBILITIES

- 9.1. Review, feedback, and approval of the five (5) year Work Plan within thirty (30) days of submission;
- 9.2. Review, feedback, and approval of the Budget Workbook, CERs, and supporting documentation within thirty (30) days of submission;
- 9.3. Feedback, technical assistance, and training to support the approved Work Plan, Budget, Annual Reporting, and supporting documentation;
- 9.4. Provide technical assistance and support on annual reports and other reporting requirements as defined and required by the CDC; and
- 9.5. Coordinate and conduct site visits, as needed.

10. DELIVERABLES

The Contractor Shall:

- 10.1. Submit Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services, and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement;
 - 10.1.1. Supporting documentation shall be kept by the Contractor and does not need to be submitted with CERs with the exception of travel documentation (In-state and out-of-state) and single purchases of equipment exceeding \$250, and
 - 10.1.2. Upon request from ADHS, all receipts and documentation supporting expenses billed for a selected CER shall be submitted for review,
- 10.2. Submit Written Annual Progress Reports, due annually on January 31st;
- 10.3. Update the Budget Workbook, due annually on November 1st;

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR064433	SCOPE OF WORK

- 10.4. Provide the Workforce Development Program Manager with contact information of all program staff funded under this IGA/Contract within thirty days (30) days of contract execution to include:
 - 10.4.1. Name, title, email, phone, and
 - 10.4.2. Program area assigned.
- 10.5. Any staffing and/or programmatic changes shall be submitted to the Workforce Development Program Manager within fifteen (15) days providing all information outlined in 10.4.

11. STATE-PROVIDED ITEMS

ADHS shall provide:

- 11.1. Exhibit One (1) - Contractor Expenditure Report (CER);
- 11.2. Five (5) Year Work Plan;
- 11.3. Budget Workbook Template; and
- 11.4. Annual Report Template (to be provided after execution of Contract).

12. NOTICES, CORRESPONDENCE, AND REPORTS

- 12.1. Notices, correspondence, reports, supporting documentation, and CERs from the contractors to ADHS shall be sent to:

Benjamin Mesnik
 Workforce Development Program Manager
 Arizona Department of Health Services
 150 N. 18th Avenue
 Phoenix, Arizona 85007-3242
 Email: benjamin.mesnik@azdhs.gov

- 12.2. Invoices shall be emailed to: invoices@azdhs.gov, and the Workforce Development Program Manager, benjamin.mesnik@azdhs.gov.

- 12.3. Notices, Correspondence, Reports, and Payments from ADHS to the Contractor shall be sent to:

Contractor _____

Attention _____

Address _____

City, State, Zip _____

Phone _____

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR064433	

Price Sheet

Contract #: CTR064433
County Name: Apache County Public Health Services
Funding: Strengthening US Public Health Infrastructure, Workforce and Data Systems Grant
Budget Term: 5 years (estimated December 1, 2022-November 30, 2027)

ACCOUNT CLASSIFICATION	TOTAL
Personnel	\$335,708.00
ERE	\$121,185.00
Professional & Outside Services	-
Travel	-
<i>In State:</i>	-
<i>Out of State</i>	-
Occupancy	-
Other Operating Expense	-
Capital Outlay (Equipment)	-
Indirect Rate and Costs <i>(if applicable, will include % rate (XX%) and then add an asterisk (*) to the lines used to calculate this percentage)</i>	-
Total Amount Requested	\$456,893.00

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items. Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.

CONTRACT NUMBER
CTR064433

INTERGOVERNMENTAL AGREEMENT
EXHIBIT ONE (1) – CONTRACTOR EXPENDITURE REPORT (CER)

Arizona Department of Health Services
Accounting / Contracts
150 N 18th Avenue
Phoenix, Arizona 85007

CONTRACTOR'S EXPENDITURE REPORT (CER)

- Invoice Number
- Contract Number
- Program Identifier / Vendor Name
- Purchase Order / GAE Number
- Reporting Period

- Cost Reimbursement -
 Cumulative Actual
 Fixed Price
 Periodic Report
 Final Report

Detailed Statement of Expenditures, Fixed Price and Match Requirements

6. COST REIMBURSEMENT (Actual Expenditures)	Approved Initial Budget	Date of Approved Budget Amendment	Approved Amended Budget	Prior Reporting Period YTD Expenditures	Current Reporting Period Expenditures	Total YTD Expenditures
A. Account Classification:						
Personal Services	\$ -		\$ -	\$ -	\$ -	\$ -
ERE	\$ -		\$ -	\$ -	\$ -	\$ -
Professional & Outside Services	\$ -		\$ -	\$ -	\$ -	\$ -
Travel	\$ -		\$ -	\$ -	\$ -	\$ -
Occupancy	\$ -		\$ -	\$ -	\$ -	\$ -
Other Operating	\$ -		\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -		\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -		\$ -	\$ -	\$ -	\$ -
Total	\$ -		\$ -	\$ -	\$ -	\$ -
7. FIXED PRICE (Deliverables)		Rate Per Unit	Number of Units Provided This Reporting Period	Total Funds Earned This Reporting Period	Prior Reporting Period - YTD Funds Earned	Total YTD Funds Earned
A. Type of Unit: (Insert Below)		\$ -	0	\$ 0	\$ -	\$ -
		\$ -	0	\$ 0	\$ -	\$ -
		\$ -	0	\$ 0	\$ -	\$ -
		\$ -	0	\$ 0	\$ -	\$ -
		\$ -	0	\$ 0	\$ -	\$ -
		\$ -	0	\$ 0	\$ -	\$ -
Total		\$ -	0	\$ 0	\$ -	\$ -
B. Match Expenditures (Actual Expenditures)			Prior Reporting Period YTD Expenditures	Current In-Kind Match Expenditures	Current Cash Match Expenditures	Total YTD Match Expenditures
A. Account Classification: (Insert type of match below)			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
Total			\$ -	\$ -	\$ -	\$ -

THIS SECTION FOR ADHS FINANCE USE ONLY

ADHS USE ONLY

I certify this report has been examined by me, and to the best of my knowledge and belief, the expenditures noted are appropriate and reasonable. I also confirm the reported expenditures for fixed price information is valid, based on a review of supporting records. The sub recipient is in compliance with the terms of the contract which allows the program to approve and pay this CER invoice.

ADHS PROGRAM CERTIFICATION:
 Performance Satisfactory For Payment
 Performance Unsatisfactory, Withhold Payment
 No Payment Due

PROGRAM MANAGER SIGNATURE / DATE

PROGRAM MANAGER NAME / DATE

Amount

Total Expenditures / Total Fixed Price

Adj (if required):

Less: Year-to-Date Payments

Adj (if required):

Net Payment Due:

Fiscal Year	Function	PPC	Major Program	Program	Amount
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

CONTRACTOR'S SIGNATURE / DATE

CONTRACTOR'S NAME / DATE

CONTRACTOR CERTIFICATION

I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information are allowable, valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the Department of Health Services based upon information provided in this report.

CONTRACTOR'S SIGNATURE / DATE

CONTRACTOR'S NAME / DATE

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT Two (2) - 2 CFR 200.332
CTR064433	

Exhibit Two (2) - 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 #: QMWUG1AMYF65

Federal Award Identification (Grant Number): 1 NE11OE000047-01-00

Subrecipient name (which must match the name associated with its unique entity identifier): Apache County Public Health Services

Subrecipient's unique entity identifier (UEI #): DJ1FMTLJL4V6

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number): NE11OE000047

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; 11/26/2022

Subaward Period of Performance Start and End Date; 12/01/2022 -11/30/2027

Subaward Budget Period Start and End Date: 12/01/2022 - 11/30/2023

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount): \$456,893.00

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): \$5,939,613.60

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity \$15,610,847.00

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT Two (2) - 2 CFR 200.332
CTR064433	

Exhibit Two (2) - 2 CFR 200.332 (continued)

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

Public Health Infrastructure and Workforce Development Grant

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

Centers for Disease Control and Prevention (CDC)

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:

93.967

Identification of whether the award is R&D

No

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

0%

Detailed Line Item Budget and Justification

Category	Subtotal	Proposed budget
A. Personnel Services		\$335,708
B. Employee Related Expenses		\$121,185
C. Professional and Outside Services		\$0
D. Travel		\$0
In-State	\$0	
Out-of-State	\$0	
E. Occupancy		\$0
F. Other Operating		\$0
G. Capital Outlay (Equipment)		\$0
H. Indirect Rate and Costs		\$0
K. Total Amount Requested		\$456,893

A. Personnel Services Total: \$335,708

Position Title and Name	Annual	FTE	Number of	Amount of
PH NURSE COORDINATOR	\$36,442.00	100.00%	12	\$36,442
PH NURSE	\$62,150.00	100.00%	12	\$62,150
PH NURSE	\$53,995.00	100.00%	12	\$53,995
PH NURSE/WIC DIRECTOR	\$54,330.00	100.00%	12	\$54,330
ADMINISTRATIVE COORD	\$46,725.00	100.00%	12	\$46,725
PROGRAM COORDINATOR II	\$44,198.00	100.00%	12	\$44,198
PROGRAM COORDINATOR II	\$37,868.00	100.00%	12	\$37,868
Total FTE/Salaries		7.00 FTE		\$335,708

Justification of Positions:

PH NURSE COORDINATOR

Job description: The Nurse Coordinator is responsible for the proper implementation of contract requirements for the following programs: Immunizations, Family Planning, Well Women Health Check, Tuberculosis Control, and COVID pandemic response. This position oversees all activities of the nursing staff and assures that Apache County is in compliance with all applicable laws, statutes, and contracts. They are also responsible for keeping Policies & Procedures up-to-date, writing new policies and training/supervision of nursing staff. This position works in conjunction with the Clinical Administrative Coordinator to deliver clinical services for the southern part of Apache County.

Request: \$36,442

PH NURSE

Job description: The Public Health Nurse performs skilled professional public health nursing services for the following programs: Immunization, Family Planning, Well Women Health Check, Tuberculosis Control and COVID pandemic response. This position works under the direction of the Nurse Coordinator.

Request: \$62,150

PH NURSE

Job description: The Public Health Nurse performs skilled professional public health nursing services for the following programs: Immunization, Family Planning, Well Women Health Check, Tuberculosis Control and COVID pandemic response. This position works under the direction of the Nurse Coordinator.

Request: \$53,995

PH NURSE/WIC DIRECTOR

Job description: The Public Health Nurse performs skilled professional public health nursing services for the following programs: Immunization, Family Planning, Well Women Health Check, Tuberculosis Control and COVID pandemic response. This position works under the direction of the Nurse Coordinator. In addition to the Public Health Nurse responsibilities, this position serves as the WIC Director with oversight of the WIC services provided in Apache County.

Request: \$54,330

ADMINISTRATIVE COORD

Job description: The Clinical Administrative Coordinator supervises select administrative functions and activities within two clinics for the following services: Immunizations, Family Planning, Well Women, Tuberculosis Control, and COVID pandemic response. This position works in conjunction with the Nurse Coordinator to deliver clinical services for the southern part of Apache County and provides oversight for the Program Coordinators.

Request: \$46,725

PROGRAM COORDINATOR II

Job description: The Program Coordinator II is responsible for a variety of routine clinical duties within established policies and procedures for the following services: Immunizations, Family Planning, Well Women, Tuberculosis Control and COVID pandemic response. This position works under the direction of the Clinical Administrative Coordinator.

Request: \$44,198

PROGRAM COORDINATOR II

Job description: The Program Coordinator II is responsible for a variety of routine clinical duties within established policies and procedures for the following services: Immunizations, Family Planning, Well Women, Tuberculosis Control and COVID pandemic response. This position works under the direction of the Clinical Administrative Coordinator.

Request: \$37,868

Request: \$0

B. Employee Related Expenses

Total: \$121,185

36.10%	of Total Salaries. Does not include contracted staff.		
Position Title and Name	Requested Salary	Fringe Rate	Request
PH NURSE COORDINATOR	\$36,442	36.10%	\$13,155
PH NURSE	\$62,150	36.10%	\$22,435
PH NURSE	\$53,995	36.10%	\$19,491
PH NURSE/WIC DIRECTOR	\$54,330	36.10%	\$19,612
ADMINISTRATIVE COORD	\$46,725	36.10%	\$16,867
PROGRAM COORDINATOR II	\$44,198	36.10%	\$15,955
PROGRAM COORDINATOR II	\$37,868	36.10%	\$13,670
ERE Total:			\$121,185

C. Professional and Outside Services

Total: \$0

D. Travel

Total: \$0

In-State Travel	
In-State Travel Total:	\$0

Out-of-State Travel	
Out-of-State Travel Total:	\$0

E. Occupancy

Total: \$0

F. Other Operating

Total: \$0

G. Capital Outlay (Equipment)

Total: \$0

H. Indirect Rate and Costs

Total: \$0

K. Total Amount Requested

\$456,893

Grant Name: Strengthening US Public Health Infrastructure, Workforce			
Grantor: Arizona Department of Health Services			
Grantee: APACHE COUNTY			
Budget Period: 5 years (estimated December 1, 2022-November 30, 2027)			
Line Item Budget			
Account Classification	Total Budget		
Personnel	\$ 335,708.00		
ERE	\$ 121,185.00		
Professional & Outside Services	\$ -		
Travel	\$ -		
Occupancy	\$ -		
Other Operating	\$ -		
Capital Outlay	\$ -		
Indirect	\$ -		
TOTALS	\$ 456,893.00		
<p>The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items.</p> <p>Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.</p>			

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

date/time stamp

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

Library District, Keirsten Nielsen

Date/Signature: June 14, 2023 / _____


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

Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2023 through June 30, 2024 at the rate of \$25.00 per month.

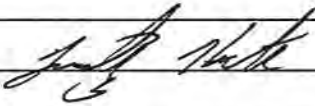
BOS Meeting Date Requested: **June 27, 2023**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature  _____

Finance Review: _____

Signature  _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Pros and Cons of continuing to rent office space to Vernon Community Park Committee 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 Community Park Committee from July 1, 2023 through June 30, 2024 at the rate of \$25.00 per month.

Pros

- Providing access to services for low income residents not otherwise available in the area (The Park Committee runs the food pantry for the area.)
- 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 Community Park Committee, 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 southeast 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 commencing on the 1st day of July, 2023, and expiring on the 30th day of June, 2024.

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, 2023. 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 sole purpose of operating a monthly Community Food Bank. The Vernon Food Pantry will store and distribute perishable and non-perishable foods from said office. 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.

INSURANCE

The Lessee agrees to indemnify, defend and hold harmless the Lessor and its officers and employees from any claims, damages, losses and expenses arising or alleged to have arisen from the operation of the Vernon Food Pantry and the distribution of food products by the Lessor or Vernon Food Pantry.

For the term of this Lease Agreement and any subsequent renewal of the lease, Lessee shall purchase and maintain commercial general liability insurance with limits of \$1,000,000 per occurrence, a \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate. The policy shall contain a waiver of subrogation against the Lessor and name the Lessor and its employees as an additional insured.

For the term of this Lease Agreement and any subsequent renewal of the lease, the Lessor shall maintain general liability insurance of \$1,000,000 and evidence of that insurance by providing Lessee with a Certificate of Insurance.

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 _____, 2023, at Apache County, Arizona.

ALTON JOE SHEPHERD
Chairman, Apache County Library Board



PAULA JOHNSON
President, Vernon Community Park Committee

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, Keirsten Nielsen

Date/Signature: June 14, 2023 /

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

Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2023 through June 30, 2024 at the rate of \$25.00 per month.

BOS Meeting Date Requested: **June 27, 2023**

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Pros and Cons of continuing to rent office space to Vernon Community Park Committee 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 Community Park Committee from July 1, 2023 through June 30, 2024 at the rate of \$25.00 per month.

Pros

- Providing access to services for low income residents not otherwise available in the area (The Park Committee runs the food pantry for the area.)
- 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, 2023, and expiring on the 30th day of June, 2024.

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, 2023. 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.

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 _____, 2023, at Apache County, Arizona.

ALTON JOE SHEPHERD
Chairman, Apache County Library Board



JUDY HUNTER
President, Vernon Domestic Water
Improvement District Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

APR 2011 13 30000

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

Library District, SueAn Stradling-Collins

Date/Signature: _____

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

Discussion and possible approval of a lease agreement between the Sanders Unified School District #18 and the Apache County Library District from July 1, 2023 through June 30, 2024 in the amount of three hundred and twenty-five dollars (\$325.00) per month as well as a twenty-five dollar (\$25) flat fee for utilities.

BOS Meeting Date Requested: **June 27, 2023**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Agenda item on June 27, 2023 board meeting.

Discussion and possible approval of a lease agreement between the Sanders Unified School District #18 and the Apache County Library District from July 1, 2023 through June 30, 2024 in the amount of three hundred and twenty-five dollars (\$325.00) per month as well as a twenty-five dollar (\$25) flat fee for utilities.

Pros and Cons of continuing to lease the Sanders Public Library from the Sanders Unified School District #18 for \$325.00 per month.

Pros

- Established location of the Sanders Public Library
- Continued library services
- Continued good relations with the Sanders community
- Monthly rent is extremely reasonable
- It is evident that the school district and community want the library to continue

Cons

- No other available building for the library
- Moving a library is not an easy task
- Loss of community trust



SANDERS UNIFIED SCHOOL DISTRICT NO. 18

PO Box 250

Sanders, AZ 86512

Phone: (855)678-7873

Fax: (928)288-0178

LEASE

This Lease is made and entered into on this 1st day of July 2023 by and between Sanders Unified School District No. 18 of Apache County (Lessor) and the Apache County Library District (Lessee).

RECITALS

WHEREAS, Lessee desires to lease space from Lessor for use as a substation for the Apache County Library District; and

WHEREAS, Lessor is willing to provide space for such purpose on the terms and conditions hereinafter set forth; and

WHEREAS, Lessor is authorized to enter into this Agreement pursuant to A.R.S. §§ 15-342(9) and 15-1106(A).

THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Premises**: Lessor hereby leases to Lessee rooms forty-one (41) and forty-three (43) of the Yellow Building (collectively "Leased Premises") for use as a sub-station by the Apache County Library District.
2. **Term**. This Lease will remain in force for a period of one (1) year, commencing on the 1st day of July, 2023, and expiring the 30th day of June, 2024.
3. **Renewal**. Renewal of this Lease shall not be automatic. In the event Lessor becomes a hold-over tenant, Lessor agrees to pay Lessor fair market value for the Leased Premises.
4. **Termination**. In the event of termination, the Parties agree to negotiate in good faith as to any payments that need to be made such that neither party is unjustly enriched, to the detriment of the other Party, by the termination. In addition to the specific termination provisions set forth below, the parties hereby acknowledge the applicability of A.R.S. § 38-511, the relevant provisions of which are hereby incorporated by reference.
 - a) **Emergency Termination**. Lessor reserves the right to terminate this lease upon ten (10) days written notice to Lessee if an emergency arises wherein Lessor sustains damage to, or loss of use or partial use, of any Sanders Unified School District property and needs the Leased Premises to fulfill its obligation to provide public education to its students.
 - b) **Termination Due to Material Breach**. Lessor reserves the right to terminate the Lease upon sixty (60) days' notice if Lessee (1) fails to maintain the premises in good condition or engages in activities that violate the terms of this Lease or are in violation of local or Arizona Law; (2) fails to maintain the liability of building insurance as required by A.R.S. § 15-1105; or (3) is found to be in material breach of any other provision or requirement set forth in this Agreement, provided Lessee is given twenty (20) days' notice to cure any such breach.
 - c) **Termination in Lieu of Undertaking Major Repairs**. If the leased premises or any part thereof are so damaged by structural defects, including by fire, that the Leased Premises can no longer be used for Lessee's stated purposes and said major repairs are deemed not financially prudent for undertaking by Lessor, Lessor may, upon sixty (60) days' written notice, elect to not proceed with the major repairs and instead terminate this Lease.

- d) Termination by Either Party. Either party may terminate all, or a portion of, this Lease by providing the other party ninety (90) days advance written notice of its intent to terminate.
- e) Termination by Mutual Agreement. The Parties to this Agreement may also, by mutual written agreement, agree to terminate this Agreement in accordance with the terms and conditions and timeline of a mutual decision to terminate.

5. Rent. Rent in the amount of three hundred twenty-five and 0/100 dollars (\$325.00) per month shall be paid by the Lessee to Lessor in advance on the first day of each month, which covers all Lessee space here in described. Lessor may adjust the rent at the beginning of any renewal of the Lease.

6. Utility Expense. During the Term of this Lease, Lessee shall be responsible for paying electric and propane utility expenses associated with the Leased Premises. Lessor shall make arrangements with local propane and electric utility companies to create separate utility accounts in the name of Lessee to cover the Leased Premises. Lessee shall be responsible for maintaining these accounts with the utility providers.

Lessee shall be responsible for a \$25 flat fee per month for water and waste management, which accurately reflects approximate actual cost to the District from Lessee's use.

7. Maintenance. For the length of the Lease Term, all maintenance shall be provided by Lessee including painting, electrical fixtures, (including replacement of light bulbs and ballasts) locks, windows, heating and cooling equipment, etc. within the Leased Premises. In the event that Lessee is issued keys by Lessor which are lost, all costs to re-key the Leased Premises, and any other locks of Lessor accessed or had access to via the lost key shall be borne solely by Lessee.

8. Remodeling. Lessee is solely responsible for all remodeling costs associated with its use of the Leased Premises.

9. Insurance and Indemnity. Lessee shall, at all times during the Term of this Lease, maintain policies of liability insurance in accordance with state law and industry standards. Lessee's general liability insurance policy shall have a minimum coverage limit of one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate. All such insurance shall name Lessor, its Governing Board members, officers, employees and agents, as additional insureds, and shall be primary to any other available insurance.

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

Additionally, Lessee acknowledges that the leased premises are in close proximity to the Sanders Unified School District's school buildings, and in order to ensure the health, safety, and welfare of the students, Lessee will take all necessary care and precautions to ensure that its guests, visitors, users, and other occupants do not have access to or unauthorized access to the school buildings, campus, or other District facilities. The library shall have signage posted stating library patrons are prohibited from entering school property from the library.

11. Assignment and Subletting. Lessee may not assign this Lease or sublet the Leased Premises.

12. Signs. Lessee shall have the right to install and maintain advertising signs provided Lessee first obtains Lessor's written permission prior to installation. All signage shall be in accordance with state and local laws and regulations.

13. Waste. Lessee shall not commit, or suffer to be committed, any waste on the premises nor shall Lessee cause or permit any nuisance thereon.

14. Liens. Lessee shall keep the Lease Premises and the improvements thereupon free and clear of all liens arising out of or claimed by reason of any work performed, material furnished, or obligations incurred by or at the instance of Lessee, and shall indemnify and hold harmless Lessor and the Leased Premises of all such liens or claims of lien, and all

attorney's fees and other costs and expenses incurred by reason thereof. Should Lessee fail to fully discharge any such lien or claim of lien, Lessor, at its option, and subject to its right of reimbursement, may pay the same or any part thereof, and Lessor shall be the sole judge of the validity of such lien or claim.

15. Access. Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same, for conducting maintenance as required herein, or for the purpose of posting notices of non-responsibility for alteration, additions, repairs, renovations, or improvements without any liability to Lessee for any loss or quiet enjoyment of property thereby occasioned.

16. Integration. This Lease contains the entire agreement of the Parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any part with respect to this Lease, which is not contained in this Lease, shall be binding or valid, such agreement, statement, or promise being specifically waived.

17. Modification. This Lease shall not be altered, modified, changed, or amended except by an instrument in writing by the parties hereto.

18. Venue. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Lease or any provision hereof, or breach hereof, shall be instituted and maintained only in the Apache County Superior Court, in and for the State of Arizona. It is further agreed that this contract shall be governed by the laws of the State of Arizona, both as to interpretation and performance.

19. Hazardous Substances. No hazardous substances shall be permitted upon the property that are not contained in the ordinary course of business.

20. Notices. Any notice required hereunder shall be in writing and given by mailing the same by United States Mail, registered or certified, return receipt requested, addressed as follows:

Lessor: Sanders Unified School District No. 18
PO Box 250
Sanders, AZ 86512
Contact Person: Barbara Baca, Business Manager

Lessee: Apache County Library District
PO Box 2760
St. Johns, AZ 85936
Contact Person: SueAn Stradling-Collins, Library Director

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease through their respective, duly authorized officers as of the day and year first above written.

Lessor: Kim Pearce
Signature
Kim J. Pearce - Superintendent

Lessee: _____
Signature

Printed Name & Title

BOARD APPROVED: 06/15/23 *vsr*

Agenda Section: New Business

Date of Meeting: June 2023

Agenda Title: Apache County Library District: Lease Agreement for FY 2024

Submitted By: Barbara Baca - Business Manager

Recommended to Superintendent By: Barbara Baca - Business Manager *[Signature]*

Reviewed by Business Office: Acct Code: Fund 500

Reviewed by Personnel: *(Must have HR signature if it is a Personnel item)*

For Board: Approval

Superintendent's Recommendation: Approval Disapproval
KID

Information and Supporting Data

The Apache County Library District (Lessee) wishes to renew its Lease Agreement with Sanders Unified School District No. 18 (Lessor) for the FY 2024. To lease rooms forty-one (41) and forty-three (43) of the Yellow Building (Leased Premises); the Lessee agrees to pay monthly: rent @ \$325 and water & waste management services @ \$25 per month. 12 months X \$350 = \$4,200. The lease agreement has been approved by the district's attorney with no changes - the same as FY 2023 Lease Agreement.

Action Requested

Governing Board approval to renew the lease with the Apache County Library District (Lessee) for FY 2024. The Sanders Unified School District No. 18 (Lessor) is authorized to enter into this Agreement pursuant to A.R.S. §§ 15-342(9) and 15-1105(A).

Attachments

- Letter of Intent from the Apache County Library District
- Lease Agreement for FY 2023
- Lease Agreement for FY 2024

DISPOSITION

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: _____

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

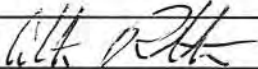
Discussion and possible approval to authorize SueAn Stradling-Collins, or other library district employee, blanket authority for ~~Fiscal Year 2023-2024~~ to accept donations to our libraries in amounts up to \$2000.

BOS Meeting Date Requested: **June 27, 2023**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Pros and cons in regards to the receiving of gifts and donations.

These pros and cons apply to the three following board items.

Agenda items as written:

Discussion and possible approval to authorize SueAn Stradling-Collins or other library district employee blanket authority for Fiscal Year 2023-2024 to accept donations to our libraries in amounts up to \$2000.

Discussion and possible approval for Fiscal Year 2023-2024 to make discarded library materials and gift materials which are out of scope for our collections, available to the following entities located in Apache County: libraries, schools, senior centers, assisted living facilities, nursing homes, Boys and Girls Clubs, Lions Clubs, the Apache County Historical Society and Museum, community food banks, jails and prisons, and Veteran's groups.

Discussion and possible approval for Fiscal Year 2023-2024 to dispose of materials that have been donated to or withdrawn from our library collections, by offering them for sale at each of our library facilities.

Pros

- Increased revenue added to the Library's budget
- Receiving items that can either be added to the collection or sold to raise money for donation accounts
- Sharing of resources in a way that allows materials purchased by taxpayers to be used by various taxpayers in the County
- Because shelf space is not endless, weeding is necessary, and this allows extended life of the weeded items in various forms
- Keeps the collections relevant

Cons

- Perception of taxpayers that we are discarding their tax money

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: _____

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

Discussion and possible approval for Fiscal Year 2023-2024 to dispose of materials that have been donated to or withdrawn from our library collections, by offering them for sale at each of our library facilities.

BOS Meeting Date Requested: **June 27, 2023**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Library District, SueAn Stradling-Collins

Date/Signature: _____

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

Discussion and possible approval for Fiscal Year 2023-2024 to make discarded library materials and gift materials which are out of scope for our collections, available to charitable and nonprofit organizations.

BOS Meeting Date Requested: **June 27, 2023**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

OK per Celeste

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Finance

Date/Signature:  6/15/2023


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

Sit as the Board of Directors and following a public hearing, discussion and possible approval of the 2023-24 Tentative Budgets for the Apache County Library District, Apache County Public Health services District, Apache County Flood Control District, Apache Count Juvenile Jail District, Apache County Jail District, Junior College Tuition and Postsecondary Education. A copy of the proposed budgets are available online at www.apachecountyaz.gov or in the County Manager's Office.

BOS Meeting Date Requested June 27, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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

... on Squirrel Lane in Pinetop, deputized Christopher L. Krucko, 56, from Lakeside. Krucko was arrested just before 9 p.m. on May 25 for the same offense and was charged with two felonies: disorderly conduct with use of a weapon/instrument and aggravated assault with a deadly weapon.

... before 9 a.m. on May 24, deputies investigated an undisclosed location for an individual's failure to register as a sex offender, per state law. During the investigation, Daniel Luna-Marin, 27, from Holbrook was located and was arrested for the charge, same offense.

... 27, deputies responded to yet another domestic violence, made in White Mountain on May 28 p.m.

... 6:40 p.m. on May 25, NCSO deputies conducted a traffic stop on State Route 260 at milepost 310 in Heber-Overgaard.

During the stop, 43-year old Glendale resident Christopher A. Phillips was arrested and booked for aggravated DUI.

On May 25, deputies conducted another traffic stop on Navajo Boulevard at Hopi Drive in Holbrook. Anneke K. Sandoval, 24, from that same city, was arrested on suspicion of driving under the influence while transporting a passenger under the age of 15, a class 6 felony.

On the late evening of May 26, NCSO received multiple calls reporting a reckless driver traveling within the Holbrook community. Christopher W. Vicars, 20, from Sun Valley, was

● See NCSO, Page 5

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337-2194

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Springerville: 98 S. Mountain Ave. 928-333-2688

Pima Federal CREDIT UNION
pimafederal.org/betterbanking!

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NEW HOURS
MON - FRI
8 AM - 5:30 PM
CLOSED SAT & SUN

Apache County
Notice of the 2023-2024
Tentative Budget Public Hearing
For Apache County, Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Jail District, Apache County Juvenile Jail District, Junior College Tuition and Post-Secondary Education. The public hearing will be held Tuesday, June 27, 2023 at 8:30 a.m. in the Board of Supervisors meeting room, County Annex building, 75 West Cleveland Street, St. Johns Arizona. A copy of all tentative budgets are available in the County Managers Office, 75 W. Cleveland Street, Monday through Thursday, 6:30 a.m. to 5:30 p.m. or online at www.co.apache.az.us

Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Finance

Date/Signature:  6/15/2023

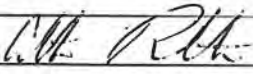
Describe in detail what you want to say to the Board and what action you want the Board to take:

Sit as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2023-24 Tentative Budget for Apache County. A copy of the proposed budgets are available online at www.apachecountyaz.gov or in the County Manager's Office.

BOS Meeting Date Requested June 27, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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

COUNTY BUDGET FORMS

APACHE COUNTY

Fiscal Year 2024

APACHE COUNTY
TABLE OF CONTENTS
Fiscal Year 2024

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/Uses and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2024
APACHE COUNTY

Fiscal Year	S c h	FUND	FUNDS							Total All Funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available		
2023	E	Adopted/Adjusted Budgeted Expenditures/Expenses*	24,038,379	67,245,098						91,283,477
2023	E	Actual Expenditures/Expenses**	18,554,618	24,854,316						43,408,934
2024		Fund Balance/Net Position at July 1***	7,137,253	4,163,186	6,000,000					17,300,439
2024	B	Primary Property Tax Levy	3,262,803							3,262,803
2024	B	Secondary Property Tax Levy		7,834,171						7,834,171
2024	C	Estimated Revenues Other than Property Taxes	16,658,967	57,705,926						74,364,893
2024	D	Other Financing Sources								
2024	D	Other Financing (Uses)								
2024	D	Interfund Transfers In	3,166,474	3,747,037						6,913,511
2024	D	Interfund Transfers (Out)	2,753,076	4,160,435						6,913,511
2024		Line 11: Reduction for Fund Balance Reserved for Future Budget Year								
		Maintained for Future Debt Retirement			6,000,000					6,000,000
		Maintained for Future Capital Projects								
		Maintained for Future Financial Stability								
2024		Total Financial Resources Available	27,472,421	69,289,885						96,762,306
2024	E	Budgeted Expenditures/Expenses	27,472,421	69,289,885						96,762,306

EXPENDITURE LIMITATION COMPARISON

	2023	2024
1. Budgeted expenditures/expenses	\$ 91,283,477	\$ 96,762,306
2. Add/subtract: estimated net reconciling items	(19,052,030)	(59,500,000)
3. Budgeted expenditures/expenses adjusted for reconciling items	72,231,447	37,262,306
4. Less: estimated exclusions	56,572,658	19,400,000
5. Amount subject to the expenditure limitation	\$ 15,658,789	\$ 17,862,306
6. EEC expenditure limitation	\$ 17,135,115	\$ 18,573,589

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
 ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
 *** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

APACHE COUNTY
Tax Levy and Tax Rate Information
Fiscal Year 2024

	2023	2024
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 3,199,135	\$ 3,327,885
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	\$ 3,199,135	\$ 3,262,803
B. Secondary property taxes		
County Library	\$ 1,497,508	\$ 1,527,269
Public Health District	1,209,228	1,205,232
Jail District	967,383	964,185
Juvenile Jail District	483,691	482,093
Junior College Tuition	2,297,534	2,289,940
Post Secondary Education	725,537	723,139
Flood Control District	166,353	166,970
Fire District Assistance	459,023	475,343
Total secondary property taxes	\$ 7,806,259	\$ 7,834,171
C. Total property tax levy amounts	\$ 11,005,393	\$ 11,096,974
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$	
(2) Prior years' levies	\$	
(3) Total primary property taxes	\$	
B. Secondary property taxes		
(1) Current year's levy	\$	
(2) Prior years' levies	\$	
(3) Total secondary property taxes	\$	
C. Total property taxes collected	\$	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	0.6614	0.6768
(2) Secondary property tax rate		
County Library	0.3096	0.3168
Public Health District	0.2500	0.2500
Jail District	0.2000	0.2000
Juvenile Jail District	0.1000	0.1000
Junior College Tuition	0.4750	0.4750
Post Secondary Education	0.1500	0.1500
Flood Control District	0.0850	0.0835
Fire District Assistance	0.0949	0.0986
(3) Total county tax rate	2.3259	2.3507
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 2024

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2023	2023	2024
GENERAL FUND			
Taxes			
Interest on Delinquent Taxes	\$ 180,000	\$ 268,179	\$ 180,000
SRP Auto Lieu	8,000	17,760	8,000
Prior Year's Taxes	60,000	35,968	60,000
Licenses and permits			
Business Licenses	500	-	500
Variance Permits	2,000	3,150	2,000
Building Permits	80,000	154,215	100,000
Flood Plain Review	1,000	2,033	1,000
Subdivision Fees	500	-	500
Minor Division Fees	5,000	7,900	5,000
Intergovernmental			
Federal PILT	2,195,300	2,085,535	2,200,000
State Reimb. JP Salaries	42,400	82,123	90,000
VLT Auto Lieu	606,600	854,084	900,000
State Shared Revenue	7,303,000	3,775,309	7,700,000
County Excise Tax	1,500,000	1,865,892	2,000,000
Lottery	550,050	550,050	550,050
Liquor License	1,500	3,500	1,500
Charges for Magistrate	70,000	52,339	78,655
Charges to Entities	258,842	101,842	258,842
State Payment in Lieu of Tax	2,056	3,856	2,056
Charges for services			
Recorder	120,000	202,761	120,000
Election Charges	100,000	92,459	100,000
Other Service Fees	-	11,021	-
Fines and forfeits			
Defensive Driving	80,000	53,777	80,000
JP Surcharge	34,000	15,617	34,000
JP Puerco	200,000	125,465	200,000
JP Round Valley	80,000	53,680	80,000
JP St. Johns	15,000	14,067	15,000
JP Chinle	25,000	6,848	25,000
JP Clerk of the Court	50,000	50,395	50,000
Fines	1,000	-	1,000
Unclaimed/Forfeited Bonds	1,000	-	1,000
Investments			
Interest Earnings	20,000	48,473	30,000
Rents, royalties, and commissions			
Rents	45,000	70,441	70,000
Contributions			
Salt River Project - Primary	1,264,354	1,262,518	1,343,764
Miscellaneous			
Vending Machine Fees	600	31	600
Puerco Constable Fees	1,000	657	1,000
St. Johns Constable Fees	500	5,089	500
RV Constable Fees	3,000	1,295	3,000
BOS Land Sales	5,000	49,960	5,000
Auction Proceeds	10,000	-	10,000
School SIT Grant	120,000	-	-
Other	351,000	173,200	351,000
Total General Fund	\$ 15,393,202	\$ 12,101,490	\$ 16,658,967

* 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 2024

SOURCE OF REVENUES	ESTIMATED	ACTUAL	ESTIMATED
	REVENUES	REVENUES*	REVENUES
	2023	2023	2024
SPECIAL REVENUE FUNDS			
Road Fund			
Highway User Revenue Funds	\$ 8,600,000	\$ 7,623,950	\$ 9,000,000
VLT Auto Lieu	3,000,000	2,814,906	3,000,000
Other Road Fund Revenues	907,073	26,027	1,000,000
Other Service Fees		2,843	-
Interest Earnings		12,967	3,000
Miscellaneous	7,333,934	-	5,893,170
Total	\$ 19,841,007	\$ 10,480,692	\$ 18,896,170
Library District Fund			
Preceding Year's R.E. Taxes	\$ 40,000	\$ 38,000	\$ 40,000
E-Rate	68,797	42,585	77,772
State Grant	25,000	25,000	25,000
SRP Contribution	621,237	590,175	629,089
Other Service Fees	11,350	11,555	11,350
Fees/Fines	4,500	4,011	4,500
Donations	40,000	5,599	45,000
Other Miscellaneous	600	600	600
Interest Earning	4,000	1,464	4,000
Total	\$ 815,484	\$ 718,989	\$ 837,311
Jail District			
Preceding Year's R.E. Taxes	\$ 25,000	\$ 23,750	\$ 25,000
Inmate Housing	500,000	8,915	500,000
Salt River Project	401,316	381,250	397,152
Total	\$ 926,316	\$ 413,915	\$ 922,152
Juvenile Jail District			
Preceding Year's R.E. Taxes	\$ 12,000	\$ 12,000	\$ 12,000
Salt River Project	200,658	190,625	198,576
Juvenile Jail District Housing	500	-	500
Interest Earnings	800	-	800
Total	\$ 213,958	\$ 202,625	\$ 211,876
Junior College			
Preceding Year's R.E. Taxes	\$ 30,000	\$ 28,500	\$ 30,000
State Tuition Assistance	973,800	874,125	600,000
Salt River Project	953,126	905,470	943,236
Total	\$ 1,956,926	\$ 1,808,095	\$ 1,573,236
Post Secondary Education			
Preceding Year's R.E. Taxes	\$ 15,000	\$ 14,250	\$ 15,000
Salt River Project	300,987	285,938	297,864
Total	\$ 315,987	\$ 300,188	\$ 312,864
Flood Control			
SRP	\$ 20,629	\$ 19,598	\$ 20,055
Preceding Year's R.E. Taxes	4,000	3,800	4,000
Total	\$ 24,629	\$ 23,398	\$ 24,055
Fire District Assistance			
SRP	\$ 190,424	\$ 180,903	\$ 197,165
Total	\$ 190,424	\$ 180,903	\$ 197,165
Health District			
SRP	501,645	476,563	496,440
Tuberculosis	12,900	10,421	12,700
MCH	-	-	-
GOHS Health	11,847	7,136	14,500
Vital Records	63,000	48,030	58,949
Teen Pregnancy Prevention	187,420	37,484	187,420
AZ Nutrition Network	70,000	66,500	-
Immunizations	102,838	229	72,548
Immunization Fees	77,534	79,636	80,000
Public Fiduciary	10,000	11,398	10,000
State Medical Marijuana funds	-	-	50,000
Tobacco Prevention	172,048	40,487	172,048
HAPI	12,952	11,535	12,952
Suicide Mortality	25,000	7,836	25,000
Smoke-Free AZ	67,316	63,950	67,316
WIC	87,764	73,254	97,806
MCHFP	93,087	28,581	91,737
Health Start	134,000	108,255	134,000
Bioterrorism,(PHEP)	212,865	131,364	152,900
PHEP Workforce	641,898	-	505,407
COVID19 CTC	92,259	87,646	92,259
AZCOVIDSUP	466,037	-	401,509
COVID Expansion	870,757	-	688,247
Environmental Fees - ADHS	30,000	27,090	30,000
Septic Certification ADEQ	106,000	89,130	90,000
Miscellaneous	-	24,000	50,000
Future Grants	2,000,000	-	2,000,000
Total	\$ 6,049,167	\$ 1,430,524	\$ 5,593,738

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2024

SOURCE OF REVENUES	ESTIMATED	ACTUAL	ESTIMATED
	REVENUES	REVENUES*	REVENUES
	2023	2023	2024
Other Funds			
HAVA	1,000	97,017	1,000
Limestone Pit	250,000	167,739	250,000
Other Agency Projects	2,000,000	-	2,000,000
Forest Thinning EECO	200,000	190,000	200,000
Transit Funds	20,000	336	20,000
Misc. Revenue	2,300,000	-	2,300,000
Attorney Grants	1,000	-	1,000
Sheriff's Grants	1,557,500	1,200,271	1,557,500
Forest Fees	644,597	612,367	644,597
Emergency Management	346,361	235,055	381,366
Misc. Grant Funds	17,500,000	-	17,500,000
Juvenile High Risk Court	68,492	51,772	73,395
Extra Juvenile Diversion Fees	100	14	100
Criminal Justice, Attorney	120,000	97,239	79,721
RICO, State & Other	50,000	28,815	50,000
Norviel Decree	22,600	21,470	23,300
DP Services, Schools	389,207	369,747	400,000
Local Court Automation	90,000	32,023	27,679
Jail Enhancement	150,000	107,444	52,250
State Aid to Probation	177,888	157,500	206,897
Family Counseling	12,260	12,804	12,087
DGVC - BYRNE	107,402	102,032	144,528
Adult Probation Services	148,300	127,269	133,195
CASA	52,500	57,818	31,131
Adult IPS	334,873	305,162	327,671
JCRF	25,000	-	25,000
Juvenile Treatment Services	106,511	90,672	115,419
Juvenile Probation Services	5,000	4,750	17,625
JIPS	79,695	73,764	97,950
Recorder's Surcharge	45,000	29,743	25,032
Diversion Fees	214	237	10,000
Adult Probation Enhancement	360,197	361,255	516,242
SCET/Sheriff	304,271	178,554	174,441
Victim's Compensation	31,731	23,154	31,731
Superior CT. Docket Storage	20,000	7,089	25,000
Victim's Assistance/Rights	16,961	18,292	16,961
VOCA	54,678	59,168	76,239
Bad Check Prosecution	-	1,122	-
Detention Equalization	30,000	28,500	30,000
Victim's Comp - Restitution	5,000	5,369	5,000
Jail Services	150,000	135,396	153,700
Field Trainer	34,072	25,000	38,258
Extra Adult Probation Fees	500	475	500
Extra Juvenile Probation Fees	125	22	125
Drug Treatment & Ed	10,046	11,934	13,831
Diversion Intake	39,880	37,304	45,289
Diversion Consequence	40,861	32,824	46,424
Drug Testing	35,205	23,380	42,558
Case Processing Assistance	19,300	13,893	19,300
JCEF	120,000	33	150,000
Community Punishment	38,637	36,820	39,710
Prosecution Recovery	30,000	22,738	30,000
Fill the Gap, Attorney	5,000	5,463	5,000
Fill The Gap, Courts	70,000	63,813	47,000
Fill The Gap, Indigent Defense	10,000	-	50,000
Fill The Gap, Court Administration	28,925	27,479	28,925
Prosecution Recovery Sup Ct.	50,000	8,802	50,000
Prosecution Recovery COC	134,838	12,936	157,682
Attorney Diversion	180,000	47,781	180,000
Cinder Pit	30,000	97	30,000
CDBG	300,000	205,556	300,000
Waste Tire Disposal	125,000	131,774	125,000
Total	\$ 29,080,727	\$ 5,699,082	\$ 29,137,359
Total Special Revenue Funds	\$ 59,414,625	\$ 21,258,410	\$ 57,705,926

APACHE COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2024

SOURCE OF REVENUES	ESTIMATED REVENUES	ACTUAL REVENUES*	ESTIMATED REVENUES
	2023	2023	2024
DEBT SERVICE FUNDS			
	\$ _____	\$ _____	\$ _____
Total Debt Service Funds	\$ _____	\$ _____	\$ _____
CAPITAL PROJECTS FUNDS			
	\$ _____	\$ _____	\$ _____
Total Capital Projects Funds	\$ _____	\$ _____	\$ _____
PERMANENT FUNDS			
	\$ _____	\$ _____	\$ _____
Total Permanent Funds	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS			
	\$ _____	\$ _____	\$ _____
Total Enterprise Funds	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	\$ 74,807,827	\$ 33,359,899	\$ 74,364,893

* 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 2024

FUND	OTHER FINANCING 2024		INTERFUND TRANSFERS 2024	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
County Library District	\$	\$	\$ 678,889	\$
Road Fund			951,154	
Public Health District			428,559	105,688
Post Secondary Education			207,128	
Junior College			598,570	
Emergency Management Match				47,235
Emergency Management				357,087
Flood District			175,173	
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	405,068
Jail District				1,777,439
Pension Bond				
Total General Fund	\$	\$	\$ 3,166,474	\$ 2,753,076
SPECIAL REVENUE FUNDS				
County Library District	\$	\$	\$	\$ 678,889
Road Fund				1,866,154
Limestone Pit			750,000	
Public Health District			105,688	428,559
GIS			165,000	
Post Secondary Education				207,128
Junior College				598,570
Flood District				175,173
Emergency Management Match			47,235	
Emergency Management			357,087	
SCET/Sheriff - Match			49,202	
Victim's Assistance/Rights Match			4,583	
Family Counseling			3,271	
Drug Testing			3,503	
Detention Equalization				78,961
Jail District			1,777,439	
Juvenile Jail District			484,029	127,001
Total Special Revenue Funds	\$	\$	\$ 3,747,037	\$ 4,160,435
DEBT SERVICE FUNDS				
Pension Bond	\$	\$	\$	\$
Total Debt Service Funds	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS				
Total Capital Projects Funds	\$	\$	\$	\$
PERMANENT FUNDS				
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Total Enterprise Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 6,913,511	\$ 6,913,511

APACHE COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2024

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2023	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2023	ACTUAL EXPENDITURES/ EXPENSES* 2023	BUDGETED EXPENDITURES/ EXPENSES 2024
GENERAL FUND				
Assessor	\$ 885,620	-	\$ 765,804	\$ 956,633
Attorney	1,543,256	-	1,492,139	2,139,025
Adminstration	2,236,009	-	1,767,331	2,384,670
District #1	245,318	-	199,590	252,776
District #2	245,318	-	228,902	252,776
District #3	245,318	-	223,425	252,776
Clerk of the Court	768,045	-	660,962	778,997
Constable North Star	98,460	-	96,591	112,751
Constable St. Johns	27,534	-	35,703	40,531
Constable Round Valley	38,538	-	37,907	43,464
Contingencies	3,335,951	-	214,390	5,000,000
Data Processing	758,627	-	685,969	959,257
IT Capital Imp. & Software Maintenance	1,000,000	-	576,916	1,000,000
Elections	496,957	-	541,251	517,024
Ground & Maintenance	1,089,822	-	1,069,303	1,199,620
J.P. Chinle	168,913	-	140,274	-
J.P. Puerco	380,974	-	334,647	-
J.P. North Star	-	-	-	556,867
J.P. St. Johns	279,296	-	259,606	300,422
SJ Magistrate	54,228	-	50,477	71,530
J.P. Round Valley	380,185	-	309,185	361,909
Springerville Magistrate	7,125	-	670	7,125
Communication Specialist	170,269	-	23,887	-
Economic Development	146,292	-	127,556	154,287
Community Development	453,000	-	399,081	475,704
Recorder	658,014	-	728,341	729,148
Superior Court	645,556	-	746,426	781,281
Public Defenders	500,000	-	503,257	500,000
Jury Fees & Expenses	150,000	-	83,093	159,246
Treasurer	544,242	-	506,952	541,001
Probation/Adult	295,441	-	308,029	309,762
Probation/Juvenile	224,821	-	237,482	236,755
Sheriff	3,616,085	-	3,918,621	4,111,962
Dispatch Services	640,882	-	537,290	677,835
AHCCCS/ALTCS	469,520	-	89,600	491,420
Fleet Management	600,000	-	404,323	600,000
School Superintendent	418,764	-	249,638	415,867
School SIT Grant	120,000	-	-	-
Gaming Compact	100,000	-	21,947	100,000
Total General Fund	\$ 24,038,379	\$ -	\$ 18,554,618	\$ 27,472,421

SPECIAL REVENUE FUNDS

Law Library	\$ 15,500	\$ -	\$ 17,743	\$ 15,500
HAVA	4,000	-	-	97,030
Roads				
Engineer	758,874	-	639,250	758,874
District #1	2,189,113	-	1,375,418	2,503,717
Carryover Reserve, District #1	913,613	-	714,470	1,000,000
District #2	2,189,113	-	1,813,060	2,503,717
Carryover Reserve, District #2	141,212	-	148,258	200,000
District #3	3,112,872	-	2,632,204	3,592,997
Carryover Reserve, District #3	132,272	-	130,960	100,000
HURF Support	184,541	-	36,613	186,542
Aviation	110,000	-	108,831	110,000
Liability Insurance	330,000	-	304,021	330,000
Contingency	5,500,000	-	63,899	5,002,160
Other Expenditures	268,326	-	-	268,326
RAC Grant	150,000	-	471	150,000
Forest Thinning - EECO	200,000	-	4,500	200,000
Limestone Pit	500,000	-	1,682,486	1,088,540
GIS	145,445	-	97,956	165,000
Other Agency Projects	5,000,000	-	-	5,000,000
Transit Funds	20,000	-	-	20,000
Misc Revenue	2,300,000	-	-	2,300,000
Sheriff's Grants	1,557,500	-	693,599	1,557,500
Forest Fees	644,597	-	-	644,597
Emergency Management	607,171	-	593,568	830,491
Misc Grant Funds	17,500,000	-	2,072,383	17,500,000
Juvenile High Risk Court	68,492	-	43,614	73,395
Extra Juvenile Diversion	100	-	-	100
Criminal Justice, Attorney	97,265	-	74,654	79,721
RICO, State & Other	50,000	-	22	50,000
Norviel Degree	22,600	-	16,865	23,300
DP Services, Schools	406,160	-	163,510	400,000
Local Court Automation	24,837	-	35,073	27,679
Jail Enhancement	200,000	-	74,794	52,250
State Aid To Probation	183,189	-	179,846	206,897
Family Counseling	12,220	-	1,908	12,087
DGVC - BYRNE	107,402	-	119,433	144,528
Adult Probation Fees	148,300	-	94,480	133,195
CASA	52,500	-	55,524	31,131
Adult Intens. Supervision	342,569	-	261,317	327,671
JCRF	25,000	-	-	25,000
Juvenile Treatment Services	106,511	-	105,496	115,419
Juv. Probation Fees	5,000	-	3,977	17,625
J.I.P.S.	84,822	-	87,770	97,950
Recorder's Sur-Charge	45,000	-	31,132	25,032
Diversion Fees, Juv Probation	10,000	-	-	10,000
Adult Prob. Enhancement	354,769	-	334,217	516,242
SCET/Sheriff	311,823	-	250,202	174,441
Victim's Compensation	31,731	-	45,057	31,731
S. Court Docket Storage	20,000	-	8,580	25,000
Victim's Assist./Rights	16,961	-	8,301	16,961
VOCA, Attorney	54,678	-	55,804	76,239
Detention Equalization	30,000	-	43,016	30,000
Jail Services	150,000	-	105,863	153,700
Field Trainer	34,072	-	32,660	38,258
Extra Adult Probation Fees	500	-	-	500
Extra Juvenile Probation Fees	100	-	-	100
Drug Treatment & Education	12,410	-	12,428	13,831
Diversion Intake - Probation	40,223	-	40,801	45,289
Diversion Consequence	41,700	-	46,764	46,424
Drug Testing	35,205	-	24,550	42,558
Case Processing Assistance	19,300	-	31,930	19,300
JCEF	120,000	-	-	150,000
Community Punishment	38,640	-	33,186	39,710
Fill The Gap, Courts	70,000	-	49,867	47,000
Fill The Gap, Indigent Defense	10,000	-	27,551	50,000

Fill The Gap, Court Administration	28,925	-	-	28,925
Prosecution Recovery Sup Ct.	50,000	-	-	50,000
Prosecution Recovery COC	134,838	-	23,987	157,682
Attorney Diversion	180,000	-	5,766	180,000
Cinder Pit	30,000	-	-	30,000
Waste Tire Disposal	125,000	-	184,920	125,000
CDBG	300,000	-	10,382	300,000
County Library	2,356,865	-	1,928,310	2,696,844
Public Health District	7,474,849	-	2,286,755	7,192,996
Jail District	2,500,000	-	2,698,726	2,586,382
Inmate Housing	500,000	-	-	500,000
Juvenile Jail District	801,126	-	641,370	1,019,280
Junior College Tuition	3,179,200	-	299,285	3,179,200
Post Secondary Education	930,810	-	541,678	930,810
Flood Control	145,484	-	-	145,000
Fire District Assistance	649,772	-	618,830	672,511
Total Special Revenue Funds	\$ 67,245,098	\$ -	\$ 24,854,316	\$ 69,289,885
DEBT SERVICE FUNDS				
Pension Bond	-	-	-	-
Total Debt Service Funds	\$ -	\$ -	\$ -	\$ -
CAPITAL PROJECTS FUNDS				
	\$ -	\$ -	\$ -	\$ -
Total Capital Projects Funds	\$ -	\$ -	\$ -	\$ -
PERMANENT FUNDS				
	\$ -	\$ -	\$ -	\$ -
Total Permanent Funds	\$ -	\$ -	\$ -	\$ -
ENTERPRISE FUNDS				
	\$ -	\$ -	\$ -	\$ -
Total Enterprise Funds	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FUNDS	\$ 91,283,477	\$ -	\$ 43,408,934	\$ 96,762,306

APACHE COUNTY
Expenditures/Expenses by Department
Fiscal Year 2024

DEPARTMENT/FUND	BUDGETED EXPENDITURES/ EXPENSES 2023	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2023	ACTUAL EXPENDITURES/ EXPENSES* 2023	BUDGETED EXPENDITURES/ EXPENSES 2024
ASSESSOR:				
General Fund	\$ 885,620	\$ -	\$ 765,804	\$ 956,633
Department Total	\$ 885,620	\$ -	\$ 765,804	\$ 956,633
ATTORNEY:				
General Fund	\$ 1,543,256	\$ -	\$ 1,492,139	\$ 2,139,025
Victim's Interest Fund	-	-	-	-
Criminal Justice, Attorney	97,265	-	74,654	79,721
RICO, State & Other	50,000	-	22	50,000
SCET/Attorney	107,402	-	119,433	144,528
Victim's Compensation	31,731	-	45,057	31,731
Victim's Assistance / Rights	16,961	-	8,301	16,961
VOCA, Attorney	54,678	-	55,804	76,239
Attorney Diversion	180,000	-	5,766	180,000
Department Total	\$ 2,081,293	\$ -	\$ 1,801,176	\$ 2,718,205
BOARD OF SUPERVISORS:				
General Fund	\$ 1,435,954	\$ -	\$ 1,056,240	\$ 1,358,328
Department Total	\$ 1,435,954	\$ -	\$ 1,056,240	\$ 1,358,328
COUNTY MANAGER:				
General Fund	\$ 2,236,009	\$ -	\$ 1,767,331	\$ 2,384,670
General Fund - Contingencies	3,335,951	-	214,390	5,000,000
Misc Revenue	2,300,000	-	-	2,300,000
Forest Fees	644,597	-	-	644,597
AZCares Fund	17,500,000	-	2,072,383	17,500,000
Junior College Tuition Reimbursement	3,179,200	-	299,285	3,179,200
Post Secondary Education	930,810	-	541,678	930,810
Waste Tire Disposal	125,000	-	184,920	125,000
CDBG	300,000	-	10,382	300,000
Fire District Assistance	649,772	-	618,830	672,511
Department Total	\$ 31,201,339	\$ -	\$ 5,709,199	\$ 33,036,788
CLERK OF THE COURT:				
General Fund	\$ 768,045	\$ -	\$ 660,962	\$ 778,997
Local Court Automation	24,837	-	35,073	27,679
S. Court Docket Storage	20,000	-	8,580	25,000
JCEF	120,000	-	-	150,000
Prosecution Recovery COC	134,838	-	23,987	157,682
Department Total	\$ 1,067,720	\$ -	\$ 728,602	\$ 1,139,358
CONSTABLES:				
General Fund	\$ 164,532	\$ -	\$ 170,201	\$ 196,746
Department Total	\$ 164,532	\$ -	\$ 170,201	\$ 196,746

DATA PROCESSING:

General Fund	\$ 1,758,627	\$ -	\$ 1,262,885	\$ 1,959,257
DP Services, Schools	406,160	-	163,510	400,000
Department Total	\$ 2,164,787	\$ -	\$ 1,426,395	\$ 2,359,257

ELECTIONS:

General Fund	\$ 496,957	\$ -	\$ 541,251	\$ 517,024
HAVA	4,000	-	-	97,030
Department Total	\$ 500,957	\$ -	\$ 541,251	\$ 614,054

EMERGENCY SERVICES:

Emergency Services	\$ 607,171	\$ -	\$ 593,568	\$ 830,491
Department Total	\$ 607,171	\$ -	\$ 593,568	\$ 830,491

GROUNDS AND MAINTENANCE:

General Fund	\$ 1,089,822	\$ -	\$ 1,069,303	\$ 1,199,620
Department Total	\$ 1,089,822	\$ -	\$ 1,069,303	\$ 1,199,620

JUSTICES OF THE PEACE:

General Fund	\$ 1,270,721	\$ -	\$ 1,094,859	\$ 1,297,853
Department Total	\$ 1,270,721	\$ -	\$ 1,094,859	\$ 1,297,853

COMMUNICATIONS:

General Fund	\$ 170,269	\$ -	\$ 23,887	\$ -
Department Total	\$ 170,269	\$ -	\$ 23,887	\$ -

ECONOMIC DEVELOPMENT

General Fund	\$ 146,292	\$ -	\$ 127,556	\$ 154,287
Department Total	\$ 146,292	\$ -	\$ 127,556	\$ 154,287

COMMUNITY DEVELOPMENT:

General Fund	\$ 453,000	\$ -	\$ 399,081	\$ 475,704
Forest Thinning	200,000	-	4,500	200,000
Department Total	\$ 653,000	\$ -	\$ 403,581	\$ 675,704

RECORDER:

General Fund	\$ 658,014	\$ -	\$ 728,341	\$ 729,148
Recorder's Surcharge	45,000	-	31,132	25,032
Department Total	\$ 703,014	\$ -	\$ 759,473	\$ 754,180

SUPERIOR COURT:

General Fund	\$ 1,295,556	\$ -	\$ 1,332,776	\$ 1,440,527
Law Library	15,500	-	17,743	15,500
Juvenile High Risk Court	68,492	-	43,614	73,395
Norviel Decree	22,600	-	16,865	23,300
CASA	52,500	-	55,524	31,131
Field Trainer	34,072	-	32,660	38,258
Case Processing Assistance	19,300	-	31,930	19,300
Fill the Gap, Courts	70,000	-	49,867	47,000
Fill the Gap, Indigent Defense	10,000	-	27,551	50,000
Fill the Gap, Court Administration	28,925	-	-	28,925
Prosecution Recovery Sup Ct.	50,000	-	-	50,000
Department Total	\$ 1,666,945	\$ -	\$ 1,608,530	\$ 1,817,336

TREASURER:

General Fund	\$ 544,242	\$ -	\$ 506,952	\$ 541,001
Department Total	\$ 544,242	\$ -	\$ 506,952	\$ 541,001

PROBATION:

General Fund	\$ 520,262	\$ -	\$ 545,511	\$ 546,517
Extra Juvenile Diversion	100	-	-	100
State Aid to Probation	183,189	-	179,846	206,897
Family Counseling	12,220	-	1,908	12,087
Adult Probation Fees	148,300	-	94,480	133,195
Adult Intensive Supervision	342,569	-	261,317	327,671
Juvenile Treatment Services	106,511	-	105,496	115,419
Juvenile Probation Fees	5,000	-	3,977	17,625
JCRF	25,000	-	-	25,000
J.I.P. S.	84,822	-	87,770	97,950
Adult Probation Enhancement	354,769	-	334,217	516,242
Diversion Fees, Juv Probation	10,000	-	-	10,000
Detention Equalization	30,000	-	43,016	30,000
Extra Adult Probation Fees	500	-	-	500
Extra Juvenile Probation Fees	100	-	-	100
Drug Treatment & Education	12,410	-	12,428	13,831
Diversion Intake	40,223	-	40,801	45,289
Diversion Consequence	41,700	-	46,764	46,424
Drug Testing	35,205	-	24,550	42,558
Community Punishment	38,640	-	33,186	39,710
Juvenile Jail District	801,126	-	641,370	1,019,280
Department Total	\$ 2,792,646	\$ -	\$ 2,456,637	\$ 3,246,395

SHERIFF:

General Fund	\$ 4,256,967	\$ -	\$ 4,455,911	\$ 4,789,797
Sheriff's Grants	1,557,500	-	693,599	1,557,500
Jail Enhancement	200,000	-	74,794	52,250
SCET/Sheriff	311,823	-	250,202	174,441
Jail Services, Sheriff's Canteen	150,000	-	105,863	153,700
Jail District	2,500,000	-	2,698,726	2,586,382
Inmate Housing	500,000	-	-	500,000
Department Total	\$ 9,476,290	\$ -	\$ 8,279,095	\$ 9,814,070

ENGINEER

Roads	\$ 15,829,936	\$ -	\$ 7,966,984	\$ 16,556,333
RAC Grant	150,000	-	471	150,000
Limestone Pit	500,000	-	1,682,486	1,088,540
GIS	145,445	-	97,956	165,000
Transit Fund	20,000	-	-	20,000
Cinder pit	30,000	-	-	30,000
Flood Control	145,484	-	-	145,000
Other Agency Projects	5,000,000	-	-	5,000,000
Department Total	\$ 21,820,865	\$ -	\$ 9,747,897	\$ 23,154,873

HEALTH SERVICES:

Public Health District	\$ 7,474,849	\$ -	\$ 2,461,581	\$ 7,192,996
Department Total	\$ 7,474,849	\$ -	\$ 2,461,581	\$ 7,192,996

INDIGENT HEALTH

General Fund	\$ 469,520	\$ -	\$ 89,600	\$ 491,420
Department Total	\$ 469,520	\$ -	\$ 89,600	\$ 491,420

COUNTY LIBRARY:

Library District	\$ 2,356,865	\$ -	\$ 1,737,909	\$ 2,696,844
Debt Service, Library Bond	-	-	-	-
Department Total	\$ 2,356,865	\$ -	\$ 1,737,909	\$ 2,696,844

SCHOOL SUPERINTENDENT:

General Fund	\$ 418,764	\$ -	\$ 249,638	\$ 415,867
School SIT Grant	120,000	-	-	-
Department Total	\$ 538,764	\$ -	\$ 249,638	\$ 415,867

\$ 91,283,477 \$ - \$ 43,408,934 \$ 96,662,306

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 2024

FUND	Full-Time Equivalent (FTE) 2024	Employee Salaries and Hourly Costs		Retirement Costs		Healthcare Costs		Other Benefit Costs		Total Estimated Personnel Compensation 2024
		2024	2024	2024	2024	2024	2024	2024	2024	
GENERAL FUND	152.41	\$ 9,946,777	\$ 1,793,379	\$ 2,375,426	\$ 1,057,665	\$ 15,173,247				
SPECIAL REVENUE FUNDS										
County Library	31	1,071,864	118,937	287,574	89,161	1,567,536				
Roads	87.9	4,614,717	557,648	1,275,991	597,012	7,045,369				
Limestone	3.75	239,758	29,107	66,947	37,766	373,578				
Health Services	26.95	1,468,767	176,576	333,967	124,233	2,103,543				
GIS	1	85,422	10,371	8,595	7,845	112,233				
Emergency Services	4	274,954	33,380	41,090	36,795	386,218				
Juvenile High Risk Court	0.38	10,094	1,226	6,959	809	19,088				
Criminal Justice, Attorney	0.5	62,764	7,620	3,997	5,340	79,721				
Local Court Automation	0.5	19,466	2,363	4,297	1,552	27,679				
State Aid to Probation	2	123,427	40,024	31,765	11,681	206,897				
DGVC-BYRNE Grant/Attorney	0.91	106,403	12,917	16,663	8,544	144,528				
Probation Services	2.15	70,597	14,863	29,315	7,940	122,715				
CASA	0.62	16,466	1,999	11,353	1,312	31,131				
Adult Intensive Supervision	3.4	193,239	61,362	25,114	18,620	298,335				
Juvenile Treatment Services	1	76,559	14,099	1,832	22,980	115,419				
J.I.P.S	1.5	64,682	14,722	12,592	5,954	97,950				
Recorder Document Storage Fund	1	13,932			1,101	15,032				
State Adult Enhancement Fund	5.5	293,272	108,274	82,758	31,939	516,242				
SCET/Sheriff	2	129,507	10,111	17,280	17,544	174,441				
Victim's Assistance	0.5									
VOCA	0.85	53,330	6,474	11,552	4,882	76,239				
Detention Equalization										
Field Trainer	0.45	24,993	3,034	7,700	2,532	38,258				
Drug Treatment and Education	0.25	9,726	1,181	2,149	775.25	13,831				
Diversion Intake	0.56	29,168	3,541	10,254	2,325	45,289				
Diversion Consequence	0.75	32,871	3,990	6,446	3,117	46,424				
Drug Testing	0.60	25,608	7,224	6,934	2,793	42,558				
Case Processing Assistance										
Community Punishment	0.25	19,708	2,393	4,578	1,571	28,249				
Prosecution Recovery Attorney										
Fill the Gap, Courts										
Prosecution Recovery COC	0.5	19,467	2,364	4,298	1,553	27,682				
RCAPD	2									
Attorney Diversion										
Jail District	21	1,239,448	92,119	394,146	151,924	1,877,637				
Juvenile Jail District	4.82	324,498	59,510	67,743	27,429	478,180				
Total Special Revenue Funds	208.59	\$ 10,714,706	\$ 1,397,429	\$ 2,773,889	\$ 1,226,976	\$ 16,113,000				

APACHE COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2024

FUND	Full-Time Equivalent (FTE) 2024	Employee Salaries and Hourly Costs 2024	Retirement Costs 2024	Healthcare Costs 2024	Other Benefit Costs 2024	Total Estimated Personnel Compensation 2024
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	361	20,661,483	3,190,808	5,149,315	2,284,642	31,286,247

FY24 BUDGET ADDENDUM

Countywide

Grant a 3% COLA increase for all permanent County employees and shift the salary ranges.

Grant a 2% Merit increase for all permanent County employees.

County Attorney

Increase the salary of employee 1513 by 4%.

Increase the salary of employee 678 by 9%.

Increase the salary of employee 1079 by 11.5%.

Increase the salary of employee 1356 by 14%.

Increase the salary of employee 587 by 12%.

Clerk of the Court

Hire a Judicial Account Specialist III (Range 32) within the range.

Eliminate the position of Court Clerk (Range 24) and create the position of Deputy Legal Assistant I (Range 30).

Sheriff's Office

Change the title of position Lieutenant Detective to Detective.

Superior Court

Hire a Technical Services Coordinator (Range 29) within the salary range.

Superintendent's Office

Increase the salary of employee 1309 by 8%.

Increase the salary of employee 1338 by 8%.

Administration

Update the salary range for the position of Elections Director from 58 to 60 and place the employee at the same percentage over the minimum within the new salary range.

Increase the salary of employee 153 by \$25,000.

Increase the salary of employee 227 by \$17,675.

Increase the salaries of the following employees by \$4,000: 401, 304, 133, 816, 854, 1060, 399, 444, and 285.

Increase the salary of employee 966 by \$3,500.

Increase the salary of employee 969 by \$2,500.

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

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

Finance Department _____

Date/Signature: _____

6/19/2023  

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 June 6, 2023 to June 27, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 6/27/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115704	05/30/23	Accounts Payable	ADVERTISING IDEAS	999.32
NBAZ - Warrant Clearing Account	Check	1115705	05/30/23	Accounts Payable	ALSCO INC	862.23
NBAZ - Warrant Clearing Account	Check	1115706	05/30/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,742.38
NBAZ - Warrant Clearing Account	Check	1115707	05/30/23	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	1,547.84
NBAZ - Warrant Clearing Account	Check	1115708	05/30/23	Accounts Payable	APCO/MENA ARIZONA CHAPTER	550.00
NBAZ - Warrant Clearing Account	Check	1115709	05/30/23	Accounts Payable	ARIZONA GOVERNORS OFFICE OF HIGHWAY SAFETY	210.00
NBAZ - Warrant Clearing Account	Check	1115710	05/30/23	Accounts Payable	AT&T MOBILITY II LLC	99.72
NBAZ - Warrant Clearing Account	Check	1115711	05/30/23	Accounts Payable	AZ ASSN OF COUNTIES	14,985.44
NBAZ - Warrant Clearing Account	Check	1115712	05/30/23	Accounts Payable	AZ CONSTABLES ASSN	125.00
NBAZ - Warrant Clearing Account	Check	1115713	05/30/23	Accounts Payable	AZ SUPREME COURT	250.00
NBAZ - Warrant Clearing Account	Check	1115714	05/30/23	Accounts Payable	B&R TRUCKING	10,438.74
NBAZ - Warrant Clearing Account	Check	1115715	05/30/23	Accounts Payable	BALLEJOS SEPTIC LLC	600.00
NBAZ - Warrant Clearing Account	Check	1115716	05/30/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	839.82
NBAZ - Warrant Clearing Account	Check	1115717	05/30/23	Accounts Payable	BCB INVESTMENTS	484.29
NBAZ - Warrant Clearing Account	Check	1115718	05/30/23	Accounts Payable	MARLEITA BEGAY	779.74
NBAZ - Warrant Clearing Account	Check	1115719	05/30/23	Accounts Payable	SARAH MAE BEGAY	115.00
NBAZ - Warrant Clearing Account	Check	1115720	05/30/23	Accounts Payable	BI INC	683.62
NBAZ - Warrant Clearing Account	Check	1115721	05/30/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	30.00
NBAZ - Warrant Clearing Account	Check	1115722	05/30/23	Accounts Payable	BOOT BARN	200.00
NBAZ - Warrant Clearing Account	Check	1115723	05/30/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	55,860.36
NBAZ - Warrant Clearing Account	Check	1115724	05/30/23	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1115725	05/30/23	Accounts Payable	CDW GOVERNMENT LLC	213.66
NBAZ - Warrant Clearing Account	Check	1115726	05/30/23	Accounts Payable	CHAMPION FORD	911.57
NBAZ - Warrant Clearing Account	Check	1115727	05/30/23	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	4,050.00
NBAZ - Warrant Clearing Account	Check	1115728	05/30/23	Accounts Payable	CORDANT HEALTH SOLUTIONS	98.60
NBAZ - Warrant Clearing Account	Check	1115729	05/30/23	Accounts Payable	COURTYARD BY MARRIOTT WRIGHTVILLE WEST	151.98
NBAZ - Warrant Clearing Account	Check	1115730	05/30/23	Accounts Payable	ANDREA HEIDI CRESSWELL	44.11
NBAZ - Warrant Clearing Account	Check	1115731	05/30/23	Accounts Payable	ROGER STUART CURTIS	444.13
NBAZ - Warrant Clearing Account	Check	1115732	05/30/23	Accounts Payable	RODGER DAHOZY	360.25
NBAZ - Warrant Clearing Account	Check	1115733	05/30/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	220.42
NBAZ - Warrant Clearing Account	Check	1115734	05/30/23	Accounts Payable	JOSEPH DEDMAN JR	307.00
NBAZ - Warrant Clearing Account	Check	1115735	05/30/23	Accounts Payable	DELL COMPUTER CORPORATION	12,253.85
NBAZ - Warrant Clearing Account	Check	1115736	05/30/23	Accounts Payable	DESERT MOUNTAIN CORPORATION	71,661.94
NBAZ - Warrant Clearing Account	Check	1115737	05/30/23	Accounts Payable	DIAMONDBACK POLICE SUPPLY CO INC	924.17
NBAZ - Warrant Clearing Account	Check	1115738	05/30/23	Accounts Payable	FELIPA A EARL	15.00
NBAZ - Warrant Clearing Account	Check	1115739	05/30/23	Accounts Payable	EMPIRE MACHINERY	4,275.01
NBAZ - Warrant Clearing Account	Check	1115740	05/30/23	Accounts Payable	EXAMI TABLES DIRECT	3,391.47
NBAZ - Warrant Clearing Account	Check	1115741	05/30/23	Accounts Payable	FLEET PRIDE	167.95

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115742	05/30/23	Accounts Payable	FRONTIER	127.71
NBAZ - Warrant Clearing Account	Check	1115743	05/30/23	Accounts Payable	FRONTIER	57.64
NBAZ - Warrant Clearing Account	Check	1115744	05/30/23	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1115745	05/30/23	Accounts Payable	FRONTIER	445.10
NBAZ - Warrant Clearing Account	Check	1115746	05/30/23	Accounts Payable	FRONTIER	934.11
NBAZ - Warrant Clearing Account	Check	1115747	05/30/23	Accounts Payable	FRONTIER	200.20
NBAZ - Warrant Clearing Account	Check	1115748	05/30/23	Accounts Payable	FRONTIER	119.66
NBAZ - Warrant Clearing Account	Check	1115749	05/30/23	Accounts Payable	FRONTIER	427.10
NBAZ - Warrant Clearing Account	Check	1115750	05/30/23	Accounts Payable	FRONTIER	121.87
NBAZ - Warrant Clearing Account	Check	1115751	05/30/23	Accounts Payable	FUTURE TIRE	3,294.04
NBAZ - Warrant Clearing Account	Check	1115752	05/30/23	Accounts Payable	GRAINGER	42.39
NBAZ - Warrant Clearing Account	Check	1115753	05/30/23	Accounts Payable	DARYL GREER	423.36
NBAZ - Warrant Clearing Account	Check	1115754	05/30/23	Accounts Payable	RICHARD C GUINN	247.13
NBAZ - Warrant Clearing Account	Check	1115755	05/30/23	Accounts Payable	HIGH COUNTRY SIGNS LLC	640.00
NBAZ - Warrant Clearing Account	Check	1115756	05/30/23	Accounts Payable	HILL AZ GROCERY STORE	40.55
NBAZ - Warrant Clearing Account	Check	1115757	05/30/23	Accounts Payable	HILLYARD/FLAGSTAFF	1,094.06
NBAZ - Warrant Clearing Account	Check	1115758	05/30/23	Accounts Payable	DALLAS TYLER HOLLAND	236.00
NBAZ - Warrant Clearing Account	Check	1115759	05/30/23	Accounts Payable	HOME DEPOT	203.01
NBAZ - Warrant Clearing Account	Check	1115760	05/30/23	Accounts Payable	HP2 INC	876.04
NBAZ - Warrant Clearing Account	Check	1115761	05/30/23	Accounts Payable	JAMES KEMP THIN BLUE LINE LANDSCAPING	2,500.00
NBAZ - Warrant Clearing Account	Check	1115762	05/30/23	Accounts Payable	BRADEN REVEL JARVIS	236.00
NBAZ - Warrant Clearing Account	Check	1115763	05/30/23	Accounts Payable	TERESA ANN JOHN	85.00
NBAZ - Warrant Clearing Account	Check	1115764	05/30/23	Accounts Payable	JONES OUTDOOR ADVERTISING INC	474.00
NBAZ - Warrant Clearing Account	Check	1115765	05/30/23	Accounts Payable	LACKEY RENTALS	450.00
NBAZ - Warrant Clearing Account	Check	1115766	05/30/23	Accounts Payable	LANGUAGE LINE SERVICES INC	105.94
NBAZ - Warrant Clearing Account	Check	1115767	05/30/23	Accounts Payable	PRINCE M LAUNIVAO	197.00
NBAZ - Warrant Clearing Account	Check	1115768	05/30/23	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	353.30
NBAZ - Warrant Clearing Account	Check	1115769	05/30/23	Accounts Payable	LINGO	152.99
NBAZ - Warrant Clearing Account	Check	1115770	05/30/23	Accounts Payable	LOWES #24	84.43
NBAZ - Warrant Clearing Account	Check	1115771	05/30/23	Accounts Payable	LSQ GROUP HOLDINGS LLC	3,579.16
NBAZ - Warrant Clearing Account	Check	1115772	05/30/23	Accounts Payable	CHRIS MCCARTHY	177.00
NBAZ - Warrant Clearing Account	Check	1115773	05/30/23	Accounts Payable	SETH V MEIER	175.00
NBAZ - Warrant Clearing Account	Check	1115774	05/30/23	Accounts Payable	MISSION UNIFORM & LINEN	274.08
NBAZ - Warrant Clearing Account	Check	1115775	05/30/23	Accounts Payable	NAPA	261.73
NBAZ - Warrant Clearing Account	Check	1115776	05/30/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,899.75
NBAZ - Warrant Clearing Account	Check	1115777	05/30/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,313.59
NBAZ - Warrant Clearing Account	Check	1115778	05/30/23	Accounts Payable	LEROY NEZ	64.90
NBAZ - Warrant Clearing Account	Check	1115779	05/30/23	Accounts Payable	ANTONY C NOTAH	100.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115780	05/30/23	Accounts Payable	NTUA WIRELESS, LLC	5,220.02
NBAZ - Warrant Clearing Account	Check	1115781	05/30/23	Accounts Payable	O'REILLY AUTO PARTS	116.86
NBAZ - Warrant Clearing Account	Check	1115782	05/30/23	Accounts Payable	OFFICE DEPOT	51.33
NBAZ - Warrant Clearing Account	Check	1115783	05/30/23	Accounts Payable	ORKIN PEST CONTROL	560.74
NBAZ - Warrant Clearing Account	Check	1115784	05/30/23	Accounts Payable	OVERDRIVE INC	606.41
NBAZ - Warrant Clearing Account	Check	1115785	05/30/23	Accounts Payable	PAGE STEEL	756.86
NBAZ - Warrant Clearing Account	Check	1115786	05/30/23	Accounts Payable	RYAN N PATTERSON	333.10
NBAZ - Warrant Clearing Account	Check	1115787	05/30/23	Accounts Payable	PEACE CHAPEL FUNERAL HOME	1,155.80
NBAZ - Warrant Clearing Account	Check	1115788	05/30/23	Accounts Payable	DOUGLAS LANCE PEARCE	1,019.27
NBAZ - Warrant Clearing Account	Check	1115789	05/30/23	Accounts Payable	PERFECT PRINTZ LLC	211.23
NBAZ - Warrant Clearing Account	Check	1115790	05/30/23	Accounts Payable	PREMIUM PROPANE LLC	1,119.32
NBAZ - Warrant Clearing Account	Check	1115791	05/30/23	Accounts Payable	QUILL CORP	2,072.23
NBAZ - Warrant Clearing Account	Check	1115792	05/30/23	Accounts Payable	RHINEHART OIL CO	19,566.00
NBAZ - Warrant Clearing Account	Check	1115793	05/30/23	Accounts Payable	CAROL A ROBERTS	25.02
NBAZ - Warrant Clearing Account	Check	1115794	05/30/23	Accounts Payable	SAFEWAY INC	23.14
NBAZ - Warrant Clearing Account	Check	1115795	05/30/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,650.93
NBAZ - Warrant Clearing Account	Check	1115796	05/30/23	Accounts Payable	ALTON JOE SHEPHERD	252.19
NBAZ - Warrant Clearing Account	Check	1115797	05/30/23	Accounts Payable	SIERRA PROPANE	412.01
NBAZ - Warrant Clearing Account	Check	1115798	05/30/23	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	585.64
NBAZ - Warrant Clearing Account	Check	1115799	05/30/23	Accounts Payable	SOUTHERN TIRE MART LLC	1,063.99
NBAZ - Warrant Clearing Account	Check	1115800	05/30/23	Accounts Payable	SPARKLETT'S WATER	54.67
NBAZ - Warrant Clearing Account	Check	1115801	05/30/23	Accounts Payable	SPEEDY SALES AND SERVICE	119.25
NBAZ - Warrant Clearing Account	Check	1115802	05/30/23	Accounts Payable	STIRLING FENCE INC	25,239.00
NBAZ - Warrant Clearing Account	Check	1115803	05/30/23	Accounts Payable	CHERYL STRADLING	236.00
NBAZ - Warrant Clearing Account	Check	1115804	05/30/23	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	10,700.00
NBAZ - Warrant Clearing Account	Check	1115805	05/30/23	Accounts Payable	MICHAEL JAMES SWOPE	147.00
NBAZ - Warrant Clearing Account	Check	1115806	05/30/23	Accounts Payable	THE POUR STATION	52.04
NBAZ - Warrant Clearing Account	Check	1115807	05/30/23	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
NBAZ - Warrant Clearing Account	Check	1115808	05/30/23	Accounts Payable	TRIPLE R FUELS	10.00
NBAZ - Warrant Clearing Account	Check	1115809	05/30/23	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	987.70
NBAZ - Warrant Clearing Account	Check	1115810	05/30/23	Accounts Payable	ULINE INC	352.60
NBAZ - Warrant Clearing Account	Check	1115811	05/30/23	Accounts Payable	UNITED PARCEL SERVICE	600.00
NBAZ - Warrant Clearing Account	Check	1115812	05/30/23	Accounts Payable	VALLEY AUTO PARTS	44.92
NBAZ - Warrant Clearing Account	Check	1115813	05/30/23	Accounts Payable	VERIZON WIRELESS	3,416.13
NBAZ - Warrant Clearing Account	Check	1115814	05/30/23	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	81.89
NBAZ - Warrant Clearing Account	Check	1115815	05/30/23	Accounts Payable	WAGNER EQUIPMENT CO	1,014.26
NBAZ - Warrant Clearing Account	Check	1115816	05/30/23	Accounts Payable	WILLIAM WADE WILTBANK	823.65
NBAZ - Warrant Clearing Account	Check	1115817	05/30/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	1,020.97

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115818	05/30/23	Accounts Payable	XEROX CORP	85.23
NBAZ - Warrant Clearing Account	Check	1115819	05/30/23	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,500.00
NBAZ - Warrant Clearing Account	Check	1115820	05/30/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,102.74
NBAZ - Warrant Clearing Account	Check	1115821	05/30/23	Accounts Payable	JAY YELLOWHORSE	1,772.71
NBAZ - Warrant Clearing Account	Check	1115822	06/01/23	Accounts Payable	AMERICAN BARN CO. LLC	18,012.41
NBAZ - Warrant Clearing Account	Check	1115823	06/06/23	Accounts Payable	4IMPRINT	1,995.21
NBAZ - Warrant Clearing Account	Check	1115824	06/06/23	Accounts Payable	AALADIN SOUTHWEST INC	299.27
NBAZ - Warrant Clearing Account	Check	1115825	06/06/23	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	34,866.23
NBAZ - Warrant Clearing Account	Check	1115826	06/06/23	Accounts Payable	ALSCO INC	505.71
NBAZ - Warrant Clearing Account	Check	1115827	06/06/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,434.81
NBAZ - Warrant Clearing Account	Check	1115828	06/06/23	Accounts Payable	APACHE COUNTY	304.57
NBAZ - Warrant Clearing Account	Check	1115829	06/06/23	Accounts Payable	TAMARA WILHELM APLEGATE	19.71
NBAZ - Warrant Clearing Account	Check	1115830	06/06/23	Accounts Payable	ARDURRA (FORMERLY WOODSON ENGINEERING & SURVEYING)	9,256.50
NBAZ - Warrant Clearing Account	Check	1115831	06/06/23	Accounts Payable	ARIZONA MAGISTRATES ASSOCIATION	50.00
NBAZ - Warrant Clearing Account	Check	1115832	06/06/23	Accounts Payable	AZ CONSTABLES ASSN	1,236.00
NBAZ - Warrant Clearing Account	Check	1115833	06/06/23	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,669.62
NBAZ - Warrant Clearing Account	Check	1115834	06/06/23	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	100.00
NBAZ - Warrant Clearing Account	Check	1115835	06/06/23	Accounts Payable	B&R TRUCKING	5,527.08
NBAZ - Warrant Clearing Account	Check	1115836	06/06/23	Accounts Payable	BASHAS' CORPORATE OFFICE	76.14
NBAZ - Warrant Clearing Account	Check	1115837	06/06/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	909.87
NBAZ - Warrant Clearing Account	Check	1115838	06/06/23	Accounts Payable	BARBARA A BEADLE	40.08
NBAZ - Warrant Clearing Account	Check	1115839	06/06/23	Accounts Payable	MARLEITA BEGAY	1,033.04
NBAZ - Warrant Clearing Account	Check	1115840	06/06/23	Accounts Payable	SARAH MAE BEGAY	175.00
NBAZ - Warrant Clearing Account	Check	1115841	06/06/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	5.00
NBAZ - Warrant Clearing Account	Check	1115842	06/06/23	Accounts Payable	BOOT BARN	153.41
NBAZ - Warrant Clearing Account	Check	1115843	06/06/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	28,967.06
NBAZ - Warrant Clearing Account	Check	1115844	06/06/23	Accounts Payable	MICHAEL T BRAGIEL	61.18
NBAZ - Warrant Clearing Account	Check	1115845	06/06/23	Accounts Payable	BRIMHALL SAND & ROCK	8,110.18
NBAZ - Warrant Clearing Account	Check	1115846	06/06/23	Accounts Payable	CEDAR GROVE WATER CO	84.54
NBAZ - Warrant Clearing Account	Check	1115847	06/06/23	Accounts Payable	CHAMPION FORD	319.55
NBAZ - Warrant Clearing Account	Check	1115848	06/06/23	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	151.98
NBAZ - Warrant Clearing Account	Check	1115849	06/06/23	Accounts Payable	CANDICE D DAVIS	832.14
NBAZ - Warrant Clearing Account	Check	1115850	06/06/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	214.25
NBAZ - Warrant Clearing Account	Check	1115851	06/06/23	Accounts Payable	DESERT MOUNTAIN CORPORATION	7,169.64
NBAZ - Warrant Clearing Account	Check	1115852	06/06/23	Accounts Payable	DIRECTV LLC	184.22
NBAZ - Warrant Clearing Account	Check	1115853	06/06/23	Accounts Payable	DISH NETWORK	136.19
NBAZ - Warrant Clearing Account	Check	1115854	06/06/23	Accounts Payable	DISH NETWORK	144.26
NBAZ - Warrant Clearing Account	Check	1115855	06/06/23	Accounts Payable	DITTY'S PIZZA AND PIE	179.87

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115856	06/06/23	Accounts Payable	EL CUPIDOS EXPRESS	196.38
NBAZ - Warrant Clearing Account	Check	1115857	06/06/23	Accounts Payable	EM HALE LAW	64.00
NBAZ - Warrant Clearing Account	Check	1115858	06/06/23	Accounts Payable	EMPIRE MACHINERY	6,077.55
NBAZ - Warrant Clearing Account	Check	1115859	06/06/23	Accounts Payable	EMPIRE POWER SYSTEMS	45,117.78
NBAZ - Warrant Clearing Account	Check	1115860	06/06/23	Accounts Payable	EPIC MOTORSPORTS CORP	7,296.80
NBAZ - Warrant Clearing Account	Check	1115861	06/06/23	Accounts Payable	ROBERT L FITE	76.44
NBAZ - Warrant Clearing Account	Check	1115862	06/06/23	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1115863	06/06/23	Accounts Payable	FRONTIER	808.52
NBAZ - Warrant Clearing Account	Check	1115864	06/06/23	Accounts Payable	FRONTIER	236.21
NBAZ - Warrant Clearing Account	Check	1115865	06/06/23	Accounts Payable	FRONTIER	192.21
NBAZ - Warrant Clearing Account	Check	1115866	06/06/23	Accounts Payable	FRONTIER	214.09
NBAZ - Warrant Clearing Account	Check	1115867	06/06/23	Accounts Payable	FRONTIER	143.28
NBAZ - Warrant Clearing Account	Check	1115868	06/06/23	Accounts Payable	FRONTIER	199.27
NBAZ - Warrant Clearing Account	Check	1115869	06/06/23	Accounts Payable	FRONTIER	206.31
NBAZ - Warrant Clearing Account	Check	1115870	06/06/23	Accounts Payable	FRONTIER	155.84
NBAZ - Warrant Clearing Account	Check	1115871	06/06/23	Accounts Payable	FRONTIER	192.65
NBAZ - Warrant Clearing Account	Check	1115872	06/06/23	Accounts Payable	FRONTIER	214.84
NBAZ - Warrant Clearing Account	Check	1115873	06/06/23	Accounts Payable	FRONTIER	119.66
NBAZ - Warrant Clearing Account	Check	1115874	06/06/23	Accounts Payable	FRONTIER	240.23
NBAZ - Warrant Clearing Account	Check	1115875	06/06/23	Accounts Payable	FRONTIER	218.18
NBAZ - Warrant Clearing Account	Check	1115876	06/06/23	Accounts Payable	GALLUP LUMBER & SUPPLY	2,396.58
NBAZ - Warrant Clearing Account	Check	1115877	06/06/23	Accounts Payable	GILA BROADBAND	540.00
NBAZ - Warrant Clearing Account	Check	1115878	06/06/23	Accounts Payable	DARYL GREER	20.00
NBAZ - Warrant Clearing Account	Check	1115879	06/06/23	Accounts Payable	RICHARD C GUINN	39.89
NBAZ - Warrant Clearing Account	Check	1115880	06/06/23	Accounts Payable	HEALTH EQUITY INC	162.50
NBAZ - Warrant Clearing Account	Check	1115881	06/06/23	Accounts Payable	ROBERT JAMES HIGGINS	2,387.22
NBAZ - Warrant Clearing Account	Check	1115882	06/06/23	Accounts Payable	HILL AZ GROCERY STORE	203.08
NBAZ - Warrant Clearing Account	Check	1115883	06/06/23	Accounts Payable	HILLYARD/FLAGSTAFF	46.06
NBAZ - Warrant Clearing Account	Check	1115884	06/06/23	Accounts Payable	HOME DEPOT	20.00
NBAZ - Warrant Clearing Account	Check	1115885	06/06/23	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	1,455.73
NBAZ - Warrant Clearing Account	Check	1115886	06/06/23	Accounts Payable	JCG TECHNOLOGIES INC	1,050.00
NBAZ - Warrant Clearing Account	Check	1115887	06/06/23	Accounts Payable	KRYSTAL MARIE KING	832.14
NBAZ - Warrant Clearing Account	Check	1115888	06/06/23	Accounts Payable	LIGHT HOUSE OF ARIZONA	996.24
NBAZ - Warrant Clearing Account	Check	1115889	06/06/23	Accounts Payable	LIVCO WATER & SEWER COMPANY	28.16
NBAZ - Warrant Clearing Account	Check	1115890	06/06/23	Accounts Payable	LOWES #24	120.76
NBAZ - Warrant Clearing Account	Check	1115891	06/06/23	Accounts Payable	LOWES COMPANIES INC	168.57
NBAZ - Warrant Clearing Account	Check	1115892	06/06/23	Accounts Payable	STEPHANIE MCCARTHY	399.10
NBAZ - Warrant Clearing Account	Check	1115893	06/06/23	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	911.57

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115894	06/06/23	Accounts Payable	OSCAR R MIRANDA	77.76
NBAZ - Warrant Clearing Account	Check	1115895	06/06/23	Accounts Payable	DANIEL R MUTH	40.22
NBAZ - Warrant Clearing Account	Check	1115896	06/06/23	Accounts Payable	NAPA	454.85
NBAZ - Warrant Clearing Account	Check	1115897	06/06/23	Accounts Payable	NATIONAL BUSINESS FURNITURE	741.29
NBAZ - Warrant Clearing Account	Check	1115898	06/06/23	Accounts Payable	NATIONAL JUDGES ASSOCIATION	150.00
NBAZ - Warrant Clearing Account	Check	1115899	06/06/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	82.30
NBAZ - Warrant Clearing Account	Check	1115900	06/06/23	Accounts Payable	NAVAJO WESTERNERS	167.17
NBAZ - Warrant Clearing Account	Check	1115901	06/06/23	Accounts Payable	NORTHERN ARIZONA COUNCIL OF GOVERNMENT - NACOG	12,033.00
NBAZ - Warrant Clearing Account	Check	1115902	06/06/23	Accounts Payable	O'REILLY AUTO PARTS	742.24
NBAZ - Warrant Clearing Account	Check	1115903	06/06/23	Accounts Payable	OVERDRIVE INC	703.02
NBAZ - Warrant Clearing Account	Check	1115904	06/06/23	Accounts Payable	DENNIELLE PATTERSON	59.22
NBAZ - Warrant Clearing Account	Check	1115905	06/06/23	Accounts Payable	PERFECT PRINTZ LLC	120.00
NBAZ - Warrant Clearing Account	Check	1115906	06/06/23	Accounts Payable	PERMA CARD	1,829.54
NBAZ - Warrant Clearing Account	Check	1115907	06/06/23	Accounts Payable	PITNEY BOWES	2,928.61
NBAZ - Warrant Clearing Account	Check	1115908	06/06/23	Accounts Payable	ROBERT CRAIG POLLOCK	59.48
NBAZ - Warrant Clearing Account	Check	1115909	06/06/23	Accounts Payable	PREMIUM PROPANE LLC	152.30
NBAZ - Warrant Clearing Account	Check	1115910	06/06/23	Accounts Payable	QUALITY CARQUEST	1,491.26
NBAZ - Warrant Clearing Account	Check	1115911	06/06/23	Accounts Payable	QUILL CORP	2,280.84
NBAZ - Warrant Clearing Account	Check	1115912	06/06/23	Accounts Payable	REDW LLC	39,150.00
NBAZ - Warrant Clearing Account	Check	1115913	06/06/23	Accounts Payable	REST UR RUMP	463.97
NBAZ - Warrant Clearing Account	Check	1115914	06/06/23	Accounts Payable	ROGUE FITNESS	4,999.33
NBAZ - Warrant Clearing Account	Check	1115915	06/06/23	Accounts Payable	RUSH TRUCK CENTER	2,778.51
NBAZ - Warrant Clearing Account	Check	1115916	06/06/23	Accounts Payable	SAFETY KLEEN	678.96
NBAZ - Warrant Clearing Account	Check	1115917	06/06/23	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	1,091.00
NBAZ - Warrant Clearing Account	Check	1115918	06/06/23	Accounts Payable	SATURDAY CONSULTING PLLC	250.00
NBAZ - Warrant Clearing Account	Check	1115919	06/06/23	Accounts Payable	SENTRY FIRE LLC	306.24
NBAZ - Warrant Clearing Account	Check	1115920	06/06/23	Accounts Payable	ALTON JOE SHEPHERD	5.23
NBAZ - Warrant Clearing Account	Check	1115921	06/06/23	Accounts Payable	JOE SHIRLEY JR	200.00
NBAZ - Warrant Clearing Account	Check	1115922	06/06/23	Accounts Payable	SIERRA PROPANE	785.09
NBAZ - Warrant Clearing Account	Check	1115923	06/06/23	Accounts Payable	TRACY LYNN SMITH	547.86
NBAZ - Warrant Clearing Account	Check	1115924	06/06/23	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	892.75
NBAZ - Warrant Clearing Account	Check	1115925	06/06/23	Accounts Payable	SOUTHERN TIRE MART LLC	4,474.63
NBAZ - Warrant Clearing Account	Check	1115926	06/06/23	Accounts Payable	ST JOHNS CITY	383.84
NBAZ - Warrant Clearing Account	Check	1115927	06/06/23	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	114.45
NBAZ - Warrant Clearing Account	Check	1115928	06/06/23	Accounts Payable	TEN COW COMPANY INC	966.63
NBAZ - Warrant Clearing Account	Check	1115929	06/06/23	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1115930	06/06/23	Accounts Payable	THE POUR STATION	8.67
NBAZ - Warrant Clearing Account	Check	1115931	06/06/23	Accounts Payable	TRANE US INC	2,263.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115932	06/06/23	Accounts Payable	TRINITY SERVICES GROUP INC	17,281.22
NBAZ - Warrant Clearing Account	Check	1115933	06/06/23	Accounts Payable	TRIPLE R FUELS	10.00
NBAZ - Warrant Clearing Account	Check	1115934	06/06/23	Accounts Payable	ANTONIO WILLIAMS TSOIE	832.14
NBAZ - Warrant Clearing Account	Check	1115935	06/06/23	Accounts Payable	UNITED RENTALS	123.50
NBAZ - Warrant Clearing Account	Check	1115936	06/06/23	Accounts Payable	VALLEY AUTO PARTS	372.98
NBAZ - Warrant Clearing Account	Check	1115937	06/06/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	3,330.67
NBAZ - Warrant Clearing Account	Check	1115938	06/06/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	439.35
NBAZ - Warrant Clearing Account	Check	1115939	06/06/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	3,154.11
NBAZ - Warrant Clearing Account	Check	1115940	06/06/23	Accounts Payable	IVAN D ZHELEV	855.16
NBAZ - Warrant Clearing Account	Check	1115967	06/06/23	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	279.68
NBAZ - Warrant Clearing Account	Check	1115968	06/06/23	Accounts Payable	APACHE COUNTY FSA	679.73
NBAZ - Warrant Clearing Account	Check	1115969	06/06/23	Accounts Payable	APACHE COUNTY HSA	4,769.39
NBAZ - Warrant Clearing Account	Check	1115970	06/06/23	Accounts Payable	APACHE COUNTY MEDICAL	169,484.69
NBAZ - Warrant Clearing Account	Check	1115971	06/06/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	165,307.52
NBAZ - Warrant Clearing Account	Check	1115972	06/06/23	Accounts Payable	ASRS LEGACY EORP	10,075.98
NBAZ - Warrant Clearing Account	Check	1115973	06/06/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	127,602.49
NBAZ - Warrant Clearing Account	Check	1115974	06/06/23	Accounts Payable	CINCMNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1115975	06/06/23	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,040.07
NBAZ - Warrant Clearing Account	Check	1115976	06/06/23	Accounts Payable	CORP AOC DISABILITY	44.78
NBAZ - Warrant Clearing Account	Check	1115977	06/06/23	Accounts Payable	CORP DISABILITY	109.84
NBAZ - Warrant Clearing Account	Check	1115978	06/06/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	12,575.98
NBAZ - Warrant Clearing Account	Check	1115979	06/06/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,199.88
NBAZ - Warrant Clearing Account	Check	1115980	06/06/23	Accounts Payable	EODCRS DISABILITY	14.22
NBAZ - Warrant Clearing Account	Check	1115981	06/06/23	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1115982	06/06/23	Accounts Payable	INDIANA STATE CENTRAL COLLECTION UNIT (INSCCU)	173.34
NBAZ - Warrant Clearing Account	Check	1115983	06/06/23	Accounts Payable	NATIONWIDE	3,422.97
NBAZ - Warrant Clearing Account	Check	1115984	06/06/23	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1115985	06/06/23	Accounts Payable	NATIONWIDE TRUST FSB	2,896.21
NBAZ - Warrant Clearing Account	Check	1115986	06/06/23	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1115987	06/06/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1115988	06/06/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	12,262.23
NBAZ - Warrant Clearing Account	Check	1115989	06/06/23	Accounts Payable	RIO PUERCO ACRES	510.00
NBAZ - Warrant Clearing Account	Check	1115990	06/06/23	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1115991	06/06/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,047.32
NBAZ - Warrant Clearing Account	Check	1115992	06/07/23	Accounts Payable	BERNICE BEGAY	177.00
NBAZ - Warrant Clearing Account	Check	1115993	06/07/23	Accounts Payable	NICOLE CURLEY	177.00
NBAZ - Warrant Clearing Account	Check	1115994	06/07/23	Accounts Payable	JULIUS ELWOOD	177.00
NBAZ - Warrant Clearing Account	Check	1115995	06/07/23	Accounts Payable	FLORA NEZ	177.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1115996	06/07/23	Accounts Payable	ALTON JOE SHEPHERD	617.16
NBAZ - Warrant Clearing Account	Check	1115997	06/07/23	Accounts Payable	CRAIG TSOISE	1,103.13
NBAZ - Warrant Clearing Account	Check	1115998	06/08/23	Accounts Payable	NORTHLAND PIONEER COLLEGE	184.00
NBAZ - Warrant Clearing Account	Check	1115999	06/13/23	Accounts Payable	24 HOUR GAS-N-GO	27.04
NBAZ - Warrant Clearing Account	Check	1116000	06/13/23	Accounts Payable	4IMPRINT	493.49
NBAZ - Warrant Clearing Account	Check	1116001	06/13/23	Accounts Payable	ALL COPY PRODUCTS	3,368.83
NBAZ - Warrant Clearing Account	Check	1116002	06/13/23	Accounts Payable	ALPINE WATER AND SANITARY	97.22
NBAZ - Warrant Clearing Account	Check	1116003	06/13/23	Accounts Payable	ALSCO INC	636.40
NBAZ - Warrant Clearing Account	Check	1116004	06/13/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	8,582.20
NBAZ - Warrant Clearing Account	Check	1116005	06/13/23	Accounts Payable	APACHE COUNTY	32.59
NBAZ - Warrant Clearing Account	Check	1116006	06/13/23	Accounts Payable	APACHE COUNTY FAIR	100.00
NBAZ - Warrant Clearing Account	Check	1116007	06/13/23	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	1,053.64
NBAZ - Warrant Clearing Account	Check	1116008	06/13/23	Accounts Payable	RUBEN A ARANDA MARIN	21.72
NBAZ - Warrant Clearing Account	Check	1116009	06/13/23	Accounts Payable	ARIZONA AUDITOR GENERAL	9,000.00
NBAZ - Warrant Clearing Account	Check	1116010	06/13/23	Accounts Payable	AT&T MOBILITY II LLC	59.51
NBAZ - Warrant Clearing Account	Check	1116011	06/13/23	Accounts Payable	AZ ASSN OF COUNTIES	325.00
NBAZ - Warrant Clearing Account	Check	1116012	06/13/23	Accounts Payable	AZ ASSN OF COUNTIES	325.00
NBAZ - Warrant Clearing Account	Check	1116013	06/13/23	Accounts Payable	AZ ASSN OF COUNTIES	325.00
NBAZ - Warrant Clearing Account	Check	1116014	06/13/23	Accounts Payable	AZ ASSN OF COUNTIES	325.00
NBAZ - Warrant Clearing Account	Check	1116015	06/13/23	Accounts Payable	AZ ASSOCIATION OF COUNTY RECORDERS	50.00
NBAZ - Warrant Clearing Account	Check	1116016	06/13/23	Accounts Payable	AZ SUPREME COURT	9,816.17
NBAZ - Warrant Clearing Account	Check	1116017	06/13/23	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	825.00
NBAZ - Warrant Clearing Account	Check	1116018	06/13/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	1,160.22
NBAZ - Warrant Clearing Account	Check	1116019	06/13/23	Accounts Payable	BCB INVESTMENTS	3,884.97
NBAZ - Warrant Clearing Account	Check	1116020	06/13/23	Accounts Payable	BARBARA A BEADLE	70.09
NBAZ - Warrant Clearing Account	Check	1116021	06/13/23	Accounts Payable	SARAH MAE BEGAY	530.00
NBAZ - Warrant Clearing Account	Check	1116022	06/13/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	526.22
NBAZ - Warrant Clearing Account	Check	1116023	06/13/23	Accounts Payable	BLUE LINE TOWING	200.00
NBAZ - Warrant Clearing Account	Check	1116024	06/13/23	Accounts Payable	BOLDPLANNING INC	13,600.00
NBAZ - Warrant Clearing Account	Check	1116025	06/13/23	Accounts Payable	BOOT BARN	1,167.19
NBAZ - Warrant Clearing Account	Check	1116026	06/13/23	Accounts Payable	GLORIA BOWMAN	10.00
NBAZ - Warrant Clearing Account	Check	1116027	06/13/23	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1116028	06/13/23	Accounts Payable	BRODART CO	477.82
NBAZ - Warrant Clearing Account	Check	1116029	06/13/23	Accounts Payable	BRADLEY CAIN	570.48
NBAZ - Warrant Clearing Account	Check	1116030	06/13/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	2,823.18
NBAZ - Warrant Clearing Account	Check	1116031	06/13/23	Accounts Payable	CNA SURETY	50.00
NBAZ - Warrant Clearing Account	Check	1116032	06/13/23	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	1,412.58
NBAZ - Warrant Clearing Account	Check	1116033	06/13/23	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	96.98

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1116034	06/13/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.71
NBAZ - Warrant Clearing Account	Check	1116035	06/13/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1116036	06/13/23	Accounts Payable	DESERT MOUNTAIN CORPORATION	28,695.82
NBAZ - Warrant Clearing Account	Check	1116037	06/13/23	Accounts Payable	LAYTON A DICKERSON	1,900.00
NBAZ - Warrant Clearing Account	Check	1116038	06/13/23	Accounts Payable	DISH NETWORK	218.37
NBAZ - Warrant Clearing Account	Check	1116039	06/13/23	Accounts Payable	ROXANNE M DRYE	2.45
NBAZ - Warrant Clearing Account	Check	1116040	06/13/23	Accounts Payable	COLTON EDWARDS	37.00
NBAZ - Warrant Clearing Account	Check	1116041	06/13/23	Accounts Payable	EMPIRE MACHINERY	816.83
NBAZ - Warrant Clearing Account	Check	1116042	06/13/23	Accounts Payable	EPIC MOTORSPORTS CORP	453.36
NBAZ - Warrant Clearing Account	Check	1116043	06/13/23	Accounts Payable	FIFTH ASSET INC DBA DEBTBOOK	7,059.00
NBAZ - Warrant Clearing Account	Check	1116044	06/13/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	144.97
NBAZ - Warrant Clearing Account	Check	1116045	06/13/23	Accounts Payable	FRONTIER	175.84
NBAZ - Warrant Clearing Account	Check	1116046	06/13/23	Accounts Payable	FRONTIER	100.56
NBAZ - Warrant Clearing Account	Check	1116047	06/13/23	Accounts Payable	GALL'S INC	53.63
NBAZ - Warrant Clearing Account	Check	1116048	06/13/23	Accounts Payable	GALLUP WATER WORKS	30.50
NBAZ - Warrant Clearing Account	Check	1116049	06/13/23	Accounts Payable	RUBEN C GARCIA JR.	15.25
NBAZ - Warrant Clearing Account	Check	1116050	06/13/23	Accounts Payable	GLOBAL COOLING INC DBA STIRLING ULTRACOLD	1,908.81
NBAZ - Warrant Clearing Account	Check	1116051	06/13/23	Accounts Payable	JOHANNA K GONZALEZ	382.48
NBAZ - Warrant Clearing Account	Check	1116052	06/13/23	Accounts Payable	GRAINGER	3,075.56
NBAZ - Warrant Clearing Account	Check	1116053	06/13/23	Accounts Payable	DARYL GREER	286.46
NBAZ - Warrant Clearing Account	Check	1116054	06/13/23	Accounts Payable	ERIC K GULLICKSEN	235.00
NBAZ - Warrant Clearing Account	Check	1116055	06/13/23	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1116056	06/13/23	Accounts Payable	KLINT HEAP	1,523.43
NBAZ - Warrant Clearing Account	Check	1116057	06/13/23	Accounts Payable	HEINFELD MEECH AND CO PC	4,542.03
NBAZ - Warrant Clearing Account	Check	1116058	06/13/23	Accounts Payable	HILL AZ GROCERY STORE	8.72
NBAZ - Warrant Clearing Account	Check	1116059	06/13/23	Accounts Payable	HILLYARD/FLAGSTAFF	3,783.44
NBAZ - Warrant Clearing Account	Check	1116060	06/13/23	Accounts Payable	HOME DEPOT	1,507.90
NBAZ - Warrant Clearing Account	Check	1116061	06/13/23	Accounts Payable	INGRAM LIBRARY SERVICES	6,930.80
NBAZ - Warrant Clearing Account	Check	1116062	06/13/23	Accounts Payable	IT CREATIONS INC	1,800.00
NBAZ - Warrant Clearing Account	Check	1116063	06/13/23	Accounts Payable	KARPEL COMPUTER SYSTEMS INC	6,873.30
NBAZ - Warrant Clearing Account	Check	1116064	06/13/23	Accounts Payable	KK EXPRESS CAR WASH	84.90
NBAZ - Warrant Clearing Account	Check	1116065	06/13/23	Accounts Payable	LANGUAGE LINE SERVICES INC	290.71
NBAZ - Warrant Clearing Account	Check	1116066	06/13/23	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	4,972.00
NBAZ - Warrant Clearing Account	Check	1116067	06/13/23	Accounts Payable	LOWES #24	151.53
NBAZ - Warrant Clearing Account	Check	1116068	06/13/23	Accounts Payable	MICKEY S MARTIN	48.78
NBAZ - Warrant Clearing Account	Check	1116069	06/13/23	Accounts Payable	MELISSA MEEKS	220.71
NBAZ - Warrant Clearing Account	Check	1116070	06/13/23	Accounts Payable	MINIE SAFETY & HEALTH ADMIN (MSHA) DEPT OF LABOR	572.00
NBAZ - Warrant Clearing Account	Check	1116071	06/13/23	Accounts Payable	MISSION UNIFORM & LINEN	137.04

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1116072	06/13/23	Accounts Payable	MONNIT CORPORATION	20.00
NBAZ - Warrant Clearing Account	Check	1116073	06/13/23	Accounts Payable	REITA MOORE	44.25
NBAZ - Warrant Clearing Account	Check	1116074	06/13/23	Accounts Payable	NAPA	71.96
NBAZ - Warrant Clearing Account	Check	1116075	06/13/23	Accounts Payable	NAVAJO SANITATION INC	461.10
NBAZ - Warrant Clearing Account	Check	1116076	06/13/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	122.02
NBAZ - Warrant Clearing Account	Check	1116077	06/13/23	Accounts Payable	NAVAJO WESTERNERS	115.61
NBAZ - Warrant Clearing Account	Check	1116078	06/13/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,391.30
NBAZ - Warrant Clearing Account	Check	1116079	06/13/23	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	218.34
NBAZ - Warrant Clearing Account	Check	1116080	06/13/23	Accounts Payable	OFFICE DEPOT	130.28
NBAZ - Warrant Clearing Account	Check	1116081	06/13/23	Accounts Payable	OVERDRIVE INC	1,428.31
NBAZ - Warrant Clearing Account	Check	1116082	06/13/23	Accounts Payable	CHRISTOPHER R PADILLA	23.45
NBAZ - Warrant Clearing Account	Check	1116083	06/13/23	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1116084	06/13/23	Accounts Payable	PENWORTHY COMPANY	332.94
NBAZ - Warrant Clearing Account	Check	1116085	06/13/23	Accounts Payable	PERFECT PRINTZ LLC	526.21
NBAZ - Warrant Clearing Account	Check	1116086	06/13/23	Accounts Payable	PERMA CARD	454.56
NBAZ - Warrant Clearing Account	Check	1116087	06/13/23	Accounts Payable	PIMA COUNTY MEDICAL	7,500.00
NBAZ - Warrant Clearing Account	Check	1116088	06/13/23	Accounts Payable	QUILL CORP	1,830.87
NBAZ - Warrant Clearing Account	Check	1116089	06/13/23	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1116090	06/13/23	Accounts Payable	RAELENE RABAN	40.13
NBAZ - Warrant Clearing Account	Check	1116091	06/13/23	Accounts Payable	RAY ALLEN MANUFACTURING LLC	159.21
NBAZ - Warrant Clearing Account	Check	1116092	06/13/23	Accounts Payable	RCI SYSTEMS LLC	144.00
NBAZ - Warrant Clearing Account	Check	1116093	06/13/23	Accounts Payable	RHINEHART OIL CO	26,780.07
NBAZ - Warrant Clearing Account	Check	1116094	06/13/23	Accounts Payable	RICOH USA INC	31.12
NBAZ - Warrant Clearing Account	Check	1116095	06/13/23	Accounts Payable	RIGG LAW FIRM PLLC	5,000.00
NBAZ - Warrant Clearing Account	Check	1116096	06/13/23	Accounts Payable	CAROL A ROBERTS	24.38
NBAZ - Warrant Clearing Account	Check	1116097	06/13/23	Accounts Payable	JODI H ROTHUISBERGER	760.00
NBAZ - Warrant Clearing Account	Check	1116098	06/13/23	Accounts Payable	RUSH TRUCK CENTER	480.40
NBAZ - Warrant Clearing Account	Check	1116099	06/13/23	Accounts Payable	SAFELITE AUTO GLASS	357.61
NBAZ - Warrant Clearing Account	Check	1116100	06/13/23	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1116101	06/13/23	Accounts Payable	IRENE SANCHEZ	382.48
NBAZ - Warrant Clearing Account	Check	1116102	06/13/23	Accounts Payable	SEM APPLICATIONS INC	114.00
NBAZ - Warrant Clearing Account	Check	1116103	06/13/23	Accounts Payable	SENTRY WELDING SUPPLY LLC	114.94
NBAZ - Warrant Clearing Account	Check	1116104	06/13/23	Accounts Payable	ALTON JOE SHEPHERD	633.52
NBAZ - Warrant Clearing Account	Check	1116105	06/13/23	Accounts Payable	SHI INTERNATIONAL CORP	572.94
NBAZ - Warrant Clearing Account	Check	1116106	06/13/23	Accounts Payable	AMANDA NICHOLE SIMMONS	96.45
NBAZ - Warrant Clearing Account	Check	1116107	06/13/23	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	192.05
NBAZ - Warrant Clearing Account	Check	1116108	06/13/23	Accounts Payable	SPARKLETTS WATER	154.04
NBAZ - Warrant Clearing Account	Check	1116109	06/13/23	Accounts Payable	ST JOHNS CITY	7,045.14

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1116110	06/13/23	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,186.98
NBAZ - Warrant Clearing Account	Check	1116111	06/13/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	552.50
NBAZ - Warrant Clearing Account	Check	1116112	06/13/23	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	3,500.82
NBAZ - Warrant Clearing Account	Check	1116113	06/13/23	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	504.98
NBAZ - Warrant Clearing Account	Check	1116114	06/13/23	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	68.12
NBAZ - Warrant Clearing Account	Check	1116115	06/13/23	Accounts Payable	THE LIBRARY STORE INC	603.10
NBAZ - Warrant Clearing Account	Check	1116116	06/13/23	Accounts Payable	THIMGAN & ASSOCIATES	1,350.00
NBAZ - Warrant Clearing Account	Check	1116117	06/13/23	Accounts Payable	THOMSON REUTERS WEST	2,604.75
NBAZ - Warrant Clearing Account	Check	1116118	06/13/23	Accounts Payable	TOWN OF EAGAR	279.40
NBAZ - Warrant Clearing Account	Check	1116119	06/13/23	Accounts Payable	TOWN OF SPRINGERVILLE	360.30
NBAZ - Warrant Clearing Account	Check	1116120	06/13/23	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1116121	06/13/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	20.00
NBAZ - Warrant Clearing Account	Check	1116122	06/13/23	Accounts Payable	TRIPLE R FUELS	166.34
NBAZ - Warrant Clearing Account	Check	1116123	06/13/23	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	751.54
NBAZ - Warrant Clearing Account	Check	1116124	06/13/23	Accounts Payable	ULINE INC	181.25
NBAZ - Warrant Clearing Account	Check	1116125	06/13/23	Accounts Payable	UNITED INFORMATION SERVICES	1,222.20
NBAZ - Warrant Clearing Account	Check	1116126	06/13/23	Accounts Payable	US POSTMASTER	252.00
NBAZ - Warrant Clearing Account	Check	1116127	06/13/23	Accounts Payable	US POSTMASTER	178.00
NBAZ - Warrant Clearing Account	Check	1116128	06/13/23	Accounts Payable	US POSTMASTER	68.00
NBAZ - Warrant Clearing Account	Check	1116129	06/13/23	Accounts Payable	VALLEY AUTO PARTS	4.20
NBAZ - Warrant Clearing Account	Check	1116130	06/13/23	Accounts Payable	VALLEY IMAGING SOLUTIONS	45.08
NBAZ - Warrant Clearing Account	Check	1116131	06/13/23	Accounts Payable	RITA VAUGHAN	139.16
NBAZ - Warrant Clearing Account	Check	1116132	06/13/23	Accounts Payable	VERIZON WIRELESS	1,907.59
NBAZ - Warrant Clearing Account	Check	1116133	06/13/23	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	45.70
NBAZ - Warrant Clearing Account	Check	1116134	06/13/23	Accounts Payable	VIP AUTO DETAILING & POWER WASHING LLC	1,425.00
NBAZ - Warrant Clearing Account	Check	1116135	06/13/23	Accounts Payable	CODY MERRILL WAITE	8.28
NBAZ - Warrant Clearing Account	Check	1116136	06/13/23	Accounts Payable	ALICE JO WEBB	95.45
NBAZ - Warrant Clearing Account	Check	1116137	06/13/23	Accounts Payable	WESTERN DRUG COMPANY	10.00
NBAZ - Warrant Clearing Account	Check	1116138	06/13/23	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	183.40
NBAZ - Warrant Clearing Account	Check	1116139	06/13/23	Accounts Payable	ANTONIA WOOD	252.75
NBAZ - Warrant Clearing Account	Check	1116140	06/13/23	Accounts Payable	SAMUEL A WOOD	915.40
NBAZ - Warrant Clearing Account	Check	1116141	06/13/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	774.08
NBAZ - Warrant Clearing Account	Check	1116142	06/13/23	Accounts Payable	WRIGHT EXPRESS FSC WEX	6,136.42
NBAZ - Warrant Clearing Account	Check	1116143	06/13/23	Accounts Payable	DERRICK YAZZIE	70.24
NBAZ - Warrant Clearing Account	Check	1116144	06/13/23	Accounts Payable	JAY YELLOWHORSE	353.41
NBAZ - Warrant Clearing Account	Check	1116145	06/13/23	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
NBAZ - Warrant Clearing Account	Check	1116146	06/13/23	Accounts Payable	NATIONAL BANK	23,478.32
NBAZ - Warrant Clearing Account	Check	1116147	06/13/23	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	1,388.08

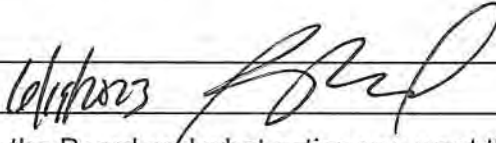
Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1116148	06/13/23	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	684.56
NBAZ - Warrant Clearing Account	Check	1116149	06/14/23	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	134,312.52
NBAZ - Warrant Clearing Account	Check	1116150	06/14/23	Accounts Payable	AUSTIN KING	654.92
NBAZ - Warrant Clearing Account	Check	1116152	06/15/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	75.54
NBAZ - Warrant Clearing Account	Check	1116153	06/15/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	141.15
NBAZ - Warrant Clearing Account	Check	1116154	06/15/23	Accounts Payable	BRADLEY CAIN	188.00
NBAZ - Warrant Clearing Account	Check	1116155	06/15/23	Accounts Payable	RANDY SHERLOCK	235.00
NBAZ - Warrant Clearing Account	Check	1116156	06/15/23	Accounts Payable	JEFF SODERQUIST	106.00
NBAZ - Warrant Clearing Account	Check	1116157	06/15/23	Accounts Payable	STANFORD GENERAL STORE LLC	78.19

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

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 June 6, 2023.

BOS Meeting Date Requested 6/27/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
June 6, 2023
St. Johns, Arizona

Present were, Vice Chairman Nelson Davis. Also present, Assistant Clerk of the Board Beth Bond, County Attorney Michael Whiting and Chief Deputy Attorney Celeste Robertson. Supervisor Joe Shirley, Jr. and County Manager/Clerk of the Board Ryan Patterson were excused from the meeting. Chairman Alton Joe Shepherd participated via the telephone and requested Vice Chairman Davis conduct the meeting.

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

Matt Fish gave the invocation.

Reuban Aranda led the Pledge of Allegiance.

Vice Chairman Davis called for the Health District item.

Kimberly Cole, Health Director, requested approval of Intergovernmental Agreement Amendment #6 for Women, Infant, Children and Breastfeeding Peer Counseling (WIC and BFPC services) which increases the grant amount to \$97,808 for FY23. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion passed.

Mr. Shepherd moved to adjourn the Health District meeting, seconded by Mr. Davis. Motion passed.

Vice Chairman Davis called for the regular agenda items.

Beth Bond presented the Consent agenda items A-K and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board Request approval of demands as distributed to the Apache County Board of Supervisors between May 2, 2023 to June 6, 2023. Payee Amount HOME DEPOT 1,266.46 APACHE COUNTY HSA 4,559.39 APACHE COUNTY MEDICAL 170,833.97 APACHE COUNTY TAX WITHHOLDING 170,065.58 ASRS LEGACY EORP 10,075.98 AZ STATE RETIREMENT SYSTEM 130,528.54 COLONIAL LIFE AND ACCIDENT INS 1,139.10 CORRECTIONS OFFICER RET PLAN 11,964.69 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,137.72 EORP LEGACY 2,777.35 NATIONWIDE 3,045.10 NATIONWIDE TRUST FSB 2,891.20 PUBLIC SAFETY PERSONNEL 401 14,035.08 PUBLIC SAFETY SHERIFF RET 11,048.99 SUPPORT PAYMENT CLEARINGHOUSE 1,424.82 ADVANCED AIR SYSTEMS LLC 1,685.00 AMAZON CAPITAL SERVICES INC 5,183.58 APACHE COUNTY 4-H LEADERS COUNCIL 1,000.00 B&R TRUCKING 9,702.00 BAUMAN HOME AND AUTO INC (CARQUEST) 2,331.18 BEACON FIRE AND SECURITY LLC 6,900.57 CORDANT HEALTH SOLUTIONS 1,256.52 DESERT

MOUNTAIN CORPORATION 20,262.06 EMPIRE MACHINERY 2,726.36
EMPIRE POWER SYSTEMS 5,040.05 FRONTIER 1,662.57 MOUNTAIN COMFORT
HEATING AND COOLING 3,095.90 NATIONAL BUSINESS FURNITURE 4,456.40
NAVAJO TRIBAL UTILITY AUTHORITY 1,262.03 NAVOPACHE ELECTRIC
COOPERATIVE 6,416.54 NORTH COUNTRY COMMUNITY HEALTH 5,000.00
PINAL COUNTY ARIZONA 14,227.00 PITNEY BOWES RESERVE ACCOUNT
5,000.00 PRAGMATICA LLC 9,500.00 QUILL CORP 4,264.29 KODY RICHARDSON
1,800.00 RIGG LAW FIRM PLLC 5,000.00 CELESTE ROBERTSON 2,421.92
RUSH TRUCK CENTER 1,247.66 SAFELITE AUTO GLASS 1,652.29 SAN TAN FORD
203,283.77 SECURUS TECHNOLOGIES INC 1,781.48 SIERRA PROPANE 3,868.25
SOUTHERN TIRE MART LLC 33,838.66 VERIZON WIRELESS 3,380.43 WHITE
MOUNTAIN COMMUNICATIONS 72,606.28 YAVAPAI COUNTY GOVERNMENT
8,250.00 JAY YELLOWHORSE 1,037.60 SUPPORT PAYMENT CLEARINGHOUSE
1,199.82 DRAKE EQUIPMENT OF ARIZONA INC 1,256.99 4IMPRINT 5,440.19
ADVANCED AIR SYSTEMS LLC 13,937.50 ADVANCED CORRECTIONAL
HEALTHCARE INC 39,086.01 ALLEGRA 1,115.83 AMAZON CAPITAL SERVICES INC
3,466.09 AMIGO CHRYSLER DODGE JEEP RAM 5,360.85 B&R TRUCKING
10,548.58 BAUMAN HOME AND AUTO INC (CARQUEST) 1,535.32 BCB INVESTMENTS
4,603.04 BEHAVIORAL HEALTH WELLNESS PROGRAM 1,200.00 BRAD HALL &
ASSOCIATES INC 34,189.54 COALITION OF ARIZONA NEW MEXICO COUNTIES
2,600.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS 2,825.75 CRESCENT
ELECTRIC SUPPLY CO 3,487.00 ELECTION SYSTEMS AND SOFTWARE
6,237.82 EMPIRE MACHINERY 6,278.70 FLEET PRIDE 1,544.07 FRONTIER 4,217.14
FUTURE TIRE 2,128.99 GALL'S INC 1,314.01 GLAXO SMITHKLINE PHARMACY
1,086.81 REDACTED 2,200.00 ROBERT JAMES HIGGINS 2,318.58 REDACTED 2,300.00
LESUEUR ADVANCE AUTOMOTIVE LLC 3,004.89 REDACTED 1,500.00 MEAD
PUBLISHING 2,575.00 MOUNTAIN COMFORT HEATING AND COOLING 4,894.81
NAVAJO TIMES PUBLISHING COMPANY INC 4,096.86 NAVAJO TRIBAL UTILITY
AUTHORITY 9,184.79 NTUA WIRELESS, LLC 5,220.02 PEACE CHAPEL FUNERAL
HOME 7,155.80 DOUGLAS LANCE PEARCE 1,147.77 QUILL CORP 5,284.56
RHINEHART OIL CO 13,851.72 KODY RICHARDSON 1,167.00 ROUND VALLEY ELKS
BOOSTER CLUB LLC 1,000.00 SECURUS TECHNOLOGIES INC 1,432.99 SITECH
SOUTHWEST LLC 4,026.60 STANTEC CONSULTING SERVICES 9,348.39 TRACTOR
SUPPLY CO 1,728.11 TREAD MASTERS TIRE & LUBE 1,193.49 VERIZON WIRELESS
1,321.35 WRIGHT EXPRESS FSC WEX 5,452.57 GROVER HILLS CONSTRUCTION
LLC 77,443.65 MOUNTAIN COMFORT HEATING AND COOLING 2,614.52
CHRISTOPHER R PADILLA 1,000.00 NATIONAL BANK 29,679.85 ADLERHORST
INTERNATIONAL LLC 12,930.00 ADVERTISING IDEAS 4,963.40 ALLEGRA
2,006.39 AMAZON CAPITAL SERVICES INC 5,476.13 AMIGO CHRYSLER DODGE JEEP
RAM 2,233.38 APACHE COUNTY YOUTH DEVELOPMENT FOUNDATION 2,000.00 AZ
DEPT OF RISK MANAGEMENT 1,664.86 AZLGEBT 346,566.39 B&R TRUCKING 9,828.87
BAUMAN HOME AND AUTO INC (CARQUEST) 2,785.30 BRAD HALL & ASSOCIATES
INC 63,856.48 BAUER K BROWN 1,002.60 BUTLER'S OFFICE EQUIPMENT & SUPPLY
INC 1,256.20 C & E CONCRETE INC 2,957.98 CDW GOVERNMENT LLC 7,333.09
ALBERT N CLARK 1,151.67 CONSOLIDATED ELECTRICAL DISTRIBUTORS
3,755.83 CONTRACT PHARMACY SERVICES INC 19,050.51 CREATIVE MULTIMEDIA

INC (CMI) 15,478.75 DELL COMPUTER CORPORATION 15,866.52
EDTECHNOLOGYFUNDS INC 2,999.00 EMPIRE MACHINERY 12,476.69
FUTURE TIRE 7,608.72 GALL'S INC 1,275.52 GALLUP INDEPENDENT 1,731.04
GOVERNMENT FORMS & SUPPLIES LLC 1,550.00 KLINT HEAP 1,608.02
HILLYARD/FLAGSTAFF 2,306.13 LAW OFFICE OF MICHAEL S PENROD PLC
6,592.00 LSQ GROUP HOLDINGS LLC 3,597.10 MOUNTAIN COMFORT HEATING AND
COOLING 3,824.02 MUNICIPAL EMERGENCY SERVICES INC 3,538.47
NATIONAL PEN CO LLC 4,752.22 NAVAJO COUNTY 6,000.00 NAVAJO TRIBAL
UTILITY AUTHORITY 1,426.24 O'REILLY AUTO PARTS 3,389.75
PSYCHOLOGICAL AND CONSULTING SERVICES 2,500.00 QUALITY CARQUEST
1,070.71 QUILL CORP 1,386.57 RHINEHART OIL CO 10,703.09 SAFETY KLEEN 1,079.00
SALT RIVER PROJECT - SRP – MARS 1,091.00 SECURUS TECHNOLOGIES INC 1,818.56
SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT 1,233.43 ST JOHNS CITY
1,147.33 ST JOHNS EMERGENCY SERVICES 9,149.86 THE AARONS COMPANY LLC
3,000.00 THOMSON REUTERS WEST 8,575.16 TRINITY SERVICES GROUP INC
23,639.84 UNITED RENTALS 1,234.37 WHITE MOUNTAIN AMBULANCE SERVICE INC
1,028.50 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,485.70
SAMUEL A WOOD 2,455.63 APACHE COUNTY HSA 4,644.39 APACHE COUNTY
MEDICAL 170,854.02 APACHE COUNTY TAX WITHHOLDING 174,641.40 ASRS
LEGACY EORP 10,075.98 AZ STATE RETIREMENT SYSTEM 133,327.34 COLONIAL
LIFE AND ACCIDENT INS 1,139.10 CORRECTIONS OFFICER RET PLAN 12,486.44
CORRECTIONS OFFICER RETIREMENT PLAN 520 1,137.72 EORP LEGACY
2,777.35 NATIONWIDE 3,258.86 NATIONWIDE TRUST FSB 2,896.21 PUBLIC SAFETY
PERSONNEL 401 14,035.08 PUBLIC SAFETY SHERIFF RET 11,066.26 SUPPORT
PAYMENT CLEARINGHOUSE 1,199.82 AMAZON CAPITAL SERVICES INC 7,649.95
AMIGO CHRYSLER DODGE JEEP RAM 15,554.36 APACHE COUNTY 4-H LEADERS
COUNCIL 1,000.00 AZ DEPT OF HEALTH SERVICES 1,040.00 AZ NARCOTICS
OFFICERS ASSN 1,800.00 AZ NARCOTICS OFFICERS ASSN 5,000.00 AZ SUPREME
COURT 1,440.00 B&R TRUCKING 4,932.39 BAUMAN HOME AND AUTO INC
(CARQUEST) 1,196.32 BLUE HILLS ENVIRONMENTAL 47,639.99 BREWER LAW
OFFICE PLLC 8,500.00 ALANA MARIE CASTILLO 1,065.47 CHARM-TEX 1,945.00
CONTINUANT INC 1,237.16 COURTESY AUTO OF MESA LLC 1,013.47
CECILIA DIAZ 6,275.75 ELECTION SYSTEMS AND SOFTWARE 47,436.73
EMPIRE MACHINERY 4,065.85 EPIC MOTORSPORTS CORP 3,559.92 HAMBLIN LAW
OFFICE PLC 8,500.00 HOUSTON BARRICADE & SUPPLY LLC 24,695.90 INGRAM
LIBRARY SERVICES 10,144.43 JAMES KEMP THIN BLUE LINE LANDSCAPING
10,488.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,106.36 NAVOPACHE ELECTRIC
COOPERATIVE 19,244.22 KEIRSTEN NIELSEN 7,608.00 PACIFIC PONDEROSA CO INC
4,278.78 DANA BRYCE PATTERSON 8,500.00 PIMA COUNTY MEDICAL 5,000.00
QUILL CORP 4,240.14 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 RELIABLE
BACKGROUND SCREENING 1,521.80 RHINEHART OIL CO 23,254.38 SAFE LIFE
DEFENSE, LLC 7,654.03 SAFELITE AUTO GLASS 1,097.90 SECURUS TECHNOLOGIES
INC 2,089.61 SIERRA PROPANE 1,353.93 SNAP-ON INDUSTRIAL 6,675.08 SOUTHERN
TIRE MART LLC 1,844.12 ST JOHNS EMERGENCY SERVICES 1,186.98 SUMMIT
HEALTHCARE ASSOCIATION INC 1,388.27 SUMMIT HEALTHCARE MEDICAL
ASSOCIATES 3,400.00 THE GUIDANCE CENTER 1,000.00 THOMSON REUTERS WEST

1,300.99 TRANE US INC 8,794.00 VERIZON WIRELESS 1,373.73 WHITE MOUNTAIN PUBLISHING CO 2,252.14 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 3,203.44 YAZZIE'S AUTO PARTS INC 2,371.10 AMIGO CHRYSLER DODGE JEEP RAM 1,696.34 CELESTE ROBERTSON 1,100.48 LARRY H MILLER FORD MESA 79,999.88 A TOW TO THE RESCUE & RECOVERY 1,030.00 ADVANCED AIR SYSTEMS LLC 4,086.00 AMAZON CAPITAL SERVICES INC 8,187.79 APACHE COUNTY YOUTH COUNCIL 4,893.00 AT&T MOBILITY LLC (FIRSTNET) 3,421.01 B&R TRUCKING 10,495.22 BAUMAN HOME AND AUTO INC (CARQUEST) 1,107.43 BLUE HILLS ENVIRONMENTAL 2,579.14 BOB BARKER COMPANY INC 1,867.13 BURNHAM MORTUARY 1,000.00 CHALMERS FORD INC 20,074.11 CHAMPION FORD 1,536.89 John Lucas COMMUNITY BROADBAND ADVOCATES LLC 9,786.06 FRONTIER 4,222.70 FRONTIER 1,791.03 FRONTIER 1,430.30 GLAXO SMITHKLINE PHARMACY 5,483.09 HOME DEPOT 1,204.01 HP2 INC 2,810.85 J & J SIGNS AND DESIGNS 1,210.00 JAIME HULSEY 1,598.32 KTNN RADIO STATION 2,862.00 LSQ GROUP HOLDINGS LLC 3,618.49 NAVAJO TIMES PUBLISHING COMPANY INC 1,645.12 NAVAJO TRIBAL UTILITY AUTHORITY 5,105.97 NAVOPACHE ELECTRIC COOPERATIVE 4,886.18 NORTHEASTERN ANESTHESIA PLLC 1,500.00 OVERDRIVE INC 1,534.92 PCLIQUIDATIONS.COM 2,209.62 PINAL COUNTY ARIZONA 10,410.00 PREMIUM PROPANE LLC 1,377.85 QUILL CORP 4,500.99 REDW LLC 15,150.00 ROBERTS TIRE SALES INC 1,200.00 SANOFI PASTEUR INC 12,750.19 SECURUS TECHNOLOGIES INC 1,989.74 SIERRA PROPANE 1,712.44 SOUTH FORK PROPERT LLP 4,500.00 ST JOHNS EMERGENCY SERVICES 1,443.49 VERIZON WIRELESS 1,358.14 JOYCLYNN WHITING 2,696.34 YAZZIE'S AUTO PARTS INC 1,174.01 APACHE COUNTY HSA 5,219.39 APACHE COUNTY MEDICAL 172,033.74 APACHE COUNTY TAX WITHHOLDING 160,069.64 ASRS LEGACY EORP 10,075.98 AZ STATE RETIREMENT SYSTEM 126,337.35 COLONIAL LIFE AND ACCIDENT INS 1,040.07 CORRECTIONS OFFICER RET PLAN 12,509.20 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,137.72 EORP LEGACY 2,777.35 NATIONWIDE 3,258.86 NATIONWIDE TRUST FSB 2,896.21 PUBLIC SAFETY PERSONNEL 401 14,035.08 PUBLIC SAFETY SHERIFF RET 10,392.43 SUPPORT PAYMENT CLEARINGHOUSE 1,047.32 CONDITIONED RESPONSE TRAINING 2,843.73 BO HOUNSHELL 2,100.00 LORIE KNOBBE 4,500.00

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 2, 2023. C. Request approval of the tax exemption for the Archaeological Conservatory for parcels 105-01-001C, 108-08-002B, 104-19-006 and 104-19-006A, pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization. D. Request approval of an application and resolution to accept Salt River Pima-Maricopa grant funds on behalf of the Vernon Fire District. Treasurer's Office: E. Request approval of the Affidavit of Scrivener's Error for the following parcels 201-40-112B and 201-40-111A. Emergency Management: F. Request approval of a resolution to designate Brian Hounshell, the Director of Emergency Management, the Authorized Representative and Ferrin Crosby, County Engineer, as the Alternate Authorized Representative for Public Assistance. G. Request approval to end the State of Emergency for Resolution 2023-01 Snow and Mud in Apache County, entered on January 18, 2023 and Resolution 2023-09 Flooding at Chinle Wash in District 1, entered on April 24, 2023. H. Request approval to accept the Healthy Forest Initiative Grant (Agreement No. HFI 22-324) from AZ Department of Forestry and Fire Management in the amount of \$213,000. County

Attorney: I. Request approval of an Independent Contractor Agreement with Taylor Law Office for as needed legal services. Community Development: J. Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Alpine Action Alliance, a non-profit organization to host a Community Fun Day charity event to include a cornhole tournament, kids games, and food vendors. The event will be held June 10, 2023. K. Request approval to waive the \$300 fee for a Temporary Use Permit allowing Terry Fillipi to host a two (2) day Alpine Country Blues Festival, the event will include food vendors, musical entertainment, and a beer and wine garden. The event will be held June 16 – 17, 2023. Vote was unanimous for Consent Agenda items A-K.

Chris Padilla, on behalf of the Engineering Department, requested approval to abandon a portion of Eden Avenue lying adjacent to lots 43 through 46 - Public Easement in Section 4, Township 10 North, Range 24 East, of Cedar Ridge Unit 2 in Apache County, Arizona. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion carried.

Chris Padilla, on behalf of the Engineering Department, requested approval of a contract with G-WORKS who bought out Pubworks with no change in annual fees. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion carried.

Chris Padilla, on behalf of the Engineering Department, requested approval to enter into a contract with Ardurra Engineering in the amount of \$97,300. Mr. Padilla stated Ardurra Engineering will provide the professional services of designing and creating plans for the reconstruction of County Road 5020. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion carried.

Chris Padilla, on behalf of the Engineering Department, requested approval to update yearly annual pricing with Desert Mountain for dust suppression and road stabilization products. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion carried.

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

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

Approved this 27th day of June, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
June 6, 2023
St. Johns, Arizona

Present were, Vice Chairman Nelson Davis. Also present, Assistant Clerk of the Board Beth Bond, County Attorney Michael Whiting and Chief Deputy Attorney Celeste Robertson. Supervisor Joe Shirley, Jr. and County Manager/Clerk of the Board Ryan Patterson were excused from the meeting. Chairman Alton Joe Shepherd participated via the telephone and requested Vice Chairman Davis conduct the meeting.

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

Matt Fish gave the invocation.

Reuban Aranda led the Pledge of Allegiance.

Vice Chairman Davis called for the Health District item.

Kimberly Cole, Health Director, requested approval of Intergovernmental Agreement Amendment #6 for Women, Infant, Children and Breastfeeding Peer Counseling (WIC and BFPC services) which increases the grant amount to \$97,808 for FY23. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion passed.

Mr. Shepherd moved to adjourn the Health District meeting, seconded by Mr. Davis. Motion passed.

Vice Chairman Davis called for the regular agenda items.

Beth Bond presented the Consent agenda items A-K and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board Request approval of demands as distributed to the Apache County Board of Supervisors between May 2, 2023 to June 6, 2023. Payee Amount HOME DEPOT 1,266.46 APACHE COUNTY HSA 4,559.39 APACHE COUNTY MEDICAL 170,833.97 APACHE COUNTY TAX WITHHOLDING 170,065.58 ASRS LEGACY EORP 10,075.98 AZ STATE RETIREMENT SYSTEM 130,528.54 COLONIAL LIFE AND ACCIDENT INS 1,139.10 CORRECTIONS OFFICER RET PLAN 11,964.69 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,137.72 EORP LEGACY 2,777.35 NATIONWIDE 3,045.10 NATIONWIDE TRUST FSB 2,891.20 PUBLIC SAFETY PERSONNEL 401 14,035.08 PUBLIC SAFETY SHERIFF RET 11,048.99 SUPPORT PAYMENT CLEARINGHOUSE 1,424.82 ADVANCED AIR SYSTEMS LLC 1,685.00 AMAZON CAPITAL SERVICES INC 5,183.58 APACHE COUNTY 4-H LEADERS COUNCIL 1,000.00 B&R TRUCKING 9,702.00 BAUMAN HOME AND AUTO INC (CARQUEST) 2,331.18 BEACON FIRE AND SECURITY LLC 6,900.57 CORDANT HEALTH SOLUTIONS 1,256.52 DESERT

MOUNTAIN CORPORATION 20,262.06 EMPIRE MACHINERY 2,726.36
EMPIRE POWER SYSTEMS 5,040.05 FRONTIER 1,662.57 MOUNTAIN COMFORT
HEATING AND COOLING 3,095.90 NATIONAL BUSINESS FURNITURE 4,456.40
NAVAJO TRIBAL UTILITY AUTHORITY 1,262.03 NAVOPACHE ELECTRIC
COOPERATIVE 6,416.54 NORTH COUNTRY COMMUNITY HEALTH 5,000.00
PINAL COUNTY ARIZONA 14,227.00 PITNEY BOWES RESERVE ACCOUNT
5,000.00 PRAGMATICA LLC 9,500.00 QUILL CORP 4,264.29 KODY RICHARDSON
1,800.00 RIGG LAW FIRM PLLC 5,000.00 CELESTE ROBERTSON 2,421.92
RUSH TRUCK CENTER 1,247.66 SAFELITE AUTO GLASS 1,652.29 SAN TAN FORD
203,283.77 SECURUS TECHNOLOGIES INC 1,781.48 SIERRA PROPANE 3,868.25
SOUTHERN TIRE MART LLC 33,838.66 VERIZON WIRELESS 3,380.43 WHITE
MOUNTAIN COMMUNICATIONS 72,606.28 YAVAPAI COUNTY GOVERNMENT
8,250.00 JAY YELLOWHORSE 1,037.60 SUPPORT PAYMENT CLEARINGHOUSE
1,199.82 DRAKE EQUIPMENT OF ARIZONA INC 1,256.99 4IMPRINT 5,440.19
ADVANCED AIR SYSTEMS LLC 13,937.50 ADVANCED CORRECTIONAL
HEALTHCARE INC 39,086.01 ALLEGRA 1,115.83 AMAZON CAPITAL SERVICES INC
3,466.09 AMIGO CHRYSLER DODGE JEEP RAM 5,360.85 B&R TRUCKING
10,548.58 BAUMAN HOME AND AUTO INC (CARQUEST) 1,535.32 BCB INVESTMENTS
4,603.04 BEHAVIORAL HEALTH WELLNESS PROGRAM 1,200.00 BRAD HALL &
ASSOCIATES INC 34,189.54 COALITION OF ARIZONA NEW MEXICO COUNTIES
2,600.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS 2,825.75 CRESCENT
ELECTRIC SUPPLY CO 3,487.00 ELECTION SYSTEMS AND SOFTWARE
6,237.82 EMPIRE MACHINERY 6,278.70 FLEET PRIDE 1,544.07 FRONTIER 4,217.14
FUTURE TIRE 2,128.99 GALL'S INC 1,314.01 GLAXO SMITHKLINE PHARMACY
1,086.81 REDACTED 2,200.00 ROBERT JAMES HIGGINS 2,318.58 REDACTED 2,300.00
LESUEUR ADVANCE AUTOMOTIVE LLC 3,004.89 REDACTED 1,500.00 MEAD
PUBLISHING 2,575.00 MOUNTAIN COMFORT HEATING AND COOLING 4,894.81
NAVAJO TIMES PUBLISHING COMPANY INC 4,096.86 NAVAJO TRIBAL UTILITY
AUTHORITY 9,184.79 NTUA WIRELESS, LLC 5,220.02 PEACE CHAPEL FUNERAL
HOME 7,155.80 DOUGLAS LANCE PEARCE 1,147.77 QUILL CORP 5,284.56
RHINEHART OIL CO 13,851.72 KODY RICHARDSON 1,167.00 ROUND VALLEY ELKS
BOOSTER CLUB LLC 1,000.00 SECURUS TECHNOLOGIES INC 1,432.99 SITECH
SOUTHWEST LLC 4,026.60 STANTEC CONSULTING SERVICES 9,348.39 TRACTOR
SUPPLY CO 1,728.11 TREAD MASTERS TIRE & LUBE 1,193.49 VERIZON WIRELESS
1,321.35 WRIGHT EXPRESS FSC WEX 5,452.57 GROVER HILLS CONSTRUCTION
LLC 77,443.65 MOUNTAIN COMFORT HEATING AND COOLING 2,614.52
CHRISTOPHER R PADILLA 1,000.00 NATIONAL BANK 29,679.85 ADLERHORST
INTERNATIONAL LLC 12,930.00 ADVERTISING IDEAS 4,963.40 ALLEGRA
2,006.39 AMAZON CAPITAL SERVICES INC 5,476.13 AMIGO CHRYSLER DODGE JEEP
RAM 2,233.38 APACHE COUNTY YOUTH DEVELOPMENT FOUNDATION 2,000.00 AZ
DEPT OF RISK MANAGEMENT 1,664.86 AZLGEBT 346,566.39 B&R TRUCKING 9,828.87
BAUMAN HOME AND AUTO INC (CARQUEST) 2,785.30 BRAD HALL & ASSOCIATES
INC 63,856.48 BAUER K BROWN 1,002.60 BUTLER'S OFFICE EQUIPMENT & SUPPLY
INC 1,256.20 C & E CONCRETE INC 2,957.98 CDW GOVERNMENT LLC 7,333.09
ALBERT N CLARK 1,151.67 CONSOLIDATED ELECTRICAL DISTRIBUTORS
3,755.83 CONTRACT PHARMACY SERVICES INC 19,050.51 CREATIVE MULTIMEDIA

INC (CMI) 15,478.75 DELL COMPUTER CORPORATION 15,866.52
EDTECHNOLOGYFUNDS INC 2,999.00 EMPIRE MACHINERY 12,476.69
FUTURE TIRE 7,608.72 GALL'S INC 1,275.52 GALLUP INDEPENDENT 1,731.04
GOVERNMENT FORMS & SUPPLIES LLC 1,550.00 KLINT HEAP 1,608.02
HILLYARD/FLAGSTAFF 2,306.13 LAW OFFICE OF MICHAEL S PENROD PLC
6,592.00 LSQ GROUP HOLDINGS LLC 3,597.10 MOUNTAIN COMFORT HEATING AND
COOLING 3,824.02 MUNICIPAL EMERGENCY SERVICES INC 3,538.47
NATIONAL PEN CO LLC 4,752.22 NAVAJO COUNTY 6,000.00 NAVAJO TRIBAL
UTILITY AUTHORITY 1,426.24 O'REILLY AUTO PARTS 3,389.75
PSYCHOLOGICAL AND CONSULTING SERVICES 2,500.00 QUALITY CARQUEST
1,070.71 QUILL CORP 1,386.57 RHINEHART OIL CO 10,703.09 SAFETY KLEEN 1,079.00
SALT RIVER PROJECT - SRP – MARS 1,091.00 SECURUS TECHNOLOGIES INC 1,818.56
SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT 1,233.43 ST JOHNS CITY
1,147.33 ST JOHNS EMERGENCY SERVICES 9,149.86 THE AARONS COMPANY LLC
3,000.00 THOMSON REUTERS WEST 8,575.16 TRINITY SERVICES GROUP INC
23,639.84 UNITED RENTALS 1,234.37 WHITE MOUNTAIN AMBULANCE SERVICE INC
1,028.50 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,485.70
SAMUEL A WOOD 2,455.63 APACHE COUNTY HSA 4,644.39 APACHE COUNTY
MEDICAL 170,854.02 APACHE COUNTY TAX WITHHOLDING 174,641.40 ASRS
LEGACY EORP 10,075.98 AZ STATE RETIREMENT SYSTEM 133,327.34 COLONIAL
LIFE AND ACCIDENT INS 1,139.10 CORRECTIONS OFFICER RET PLAN 12,486.44
CORRECTIONS OFFICER RETIREMENT PLAN 520 1,137.72 EORP LEGACY
2,777.35 NATIONWIDE 3,258.86 NATIONWIDE TRUST FSB 2,896.21 PUBLIC SAFETY
PERSONNEL 401 14,035.08 PUBLIC SAFETY SHERIFF RET 11,066.26 SUPPORT
PAYMENT CLEARINGHOUSE 1,199.82 AMAZON CAPITAL SERVICES INC 7,649.95
AMIGO CHRYSLER DODGE JEEP RAM 15,554.36 APACHE COUNTY 4-H LEADERS
COUNCIL 1,000.00 AZ DEPT OF HEALTH SERVICES 1,040.00 AZ NARCOTICS
OFFICERS ASSN 1,800.00 AZ NARCOTICS OFFICERS ASSN 5,000.00 AZ SUPREME
COURT 1,440.00 B&R TRUCKING 4,932.39 BAUMAN HOME AND AUTO INC
(CARQUEST) 1,196.32 BLUE HILLS ENVIRONMENTAL 47,639.99 BREWER LAW
OFFICE PLLC 8,500.00 ALANA MARIE CASTILLO 1,065.47 CHARM-TEX 1,945.00
CONTINUANT INC 1,237.16 COURTESY AUTO OF MESA LLC 1,013.47
CECILIA DIAZ 6,275.75 ELECTION SYSTEMS AND SOFTWARE 47,436.73
EMPIRE MACHINERY 4,065.85 EPIC MOTORSPORTS CORP 3,559.92 HAMBLIN LAW
OFFICE PLC 8,500.00 HOUSTON BARRICADE & SUPPLY LLC 24,695.90 INGRAM
LIBRARY SERVICES 10,144.43 JAMES KEMP THIN BLUE LINE LANDSCAPING
10,488.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,106.36 NAVOPACHE ELECTRIC
COOPERATIVE 19,244.22 KEIRSTEN NIELSEN 7,608.00 PACIFIC PONDEROSA CO INC
4,278.78 DANA BRYCE PATTERSON 8,500.00 PIMA COUNTY MEDICAL 5,000.00
QUILL CORP 4,240.14 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 RELIABLE
BACKGROUND SCREENING 1,521.80 RHINEHART OIL CO 23,254.38 SAFE LIFE
DEFENSE, LLC 7,654.03 SAFELITE AUTO GLASS 1,097.90 SECURUS TECHNOLOGIES
INC 2,089.61 SIERRA PROPANE 1,353.93 SNAP-ON INDUSTRIAL 6,675.08 SOUTHERN
TIRE MART LLC 1,844.12 ST JOHNS EMERGENCY SERVICES 1,186.98 SUMMIT
HEALTHCARE ASSOCIATION INC 1,388.27 SUMMIT HEALTHCARE MEDICAL
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Attorney: I. Request approval of an Independent Contractor Agreement with Taylor Law Office for as needed legal services. Community Development: J. Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Alpine Action Alliance, a non-profit organization to host a Community Fun Day charity event to include a cornhole tournament, kids games, and food vendors. The event will be held June 10, 2023. K. Request approval to waive the \$300 fee for a Temporary Use Permit allowing Terry Fillipi to host a two (2) day Alpine Country Blues Festival, the event will include food vendors, musical entertainment, and a beer and wine garden. The event will be held June 16 – 17, 2023. Vote was unanimous for Consent Agenda items A-K.

Chris Padilla, on behalf of the Engineering Department, requested approval to abandon a portion of Eden Avenue lying adjacent to lots 43 through 46 - Public Easement in Section 4, Township 10 North, Range 24 East, of Cedar Ridge Unit 2 in Apache County, Arizona. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion carried.

**RESOLUTION OF THE BOARD OF SUPERVISORS
ABANDONMENT OF A PORTION OF EDEN AVENUE WITHIN CEDAR RIDGE UNIT II
RESOLUTION NO: 2023-13**

WHEREAS a request has been made by James Keeley that the Apache County Board of Supervisors abandon a portion of, Eden Avenue lying adjacent to lots #43 thru #46 Public Easement in Section 4, Township 10 North, Range 24 East, of Cedar Ridge U2 Apache County, Arizona as it is recorded in the records of Apache County Land Surveys Book 2, Page 34, and

WHEREAS said Roadway or County Road lying adjacent to Eden Avenue lying adjacent to lots #43 thru #46 is a public easement, for the use of the public; and

WHEREAS said portion of road is surrounded by lots #43 through lot #46 said lots are owned by one owner; being: James Keeley; and

WHEREAS it appears that such roadway is not necessary for public use as a roadway,

BE IT FURTHER RESOLVED THAT Apache County hereby abandons the roadway and extinguishes the easement without compensation from the owners per ARS 28-7208 and 7214; reserving unto the same any easement for utility purposes.

NOW THEREFORE BE IT RESOLVED The Board of Supervisors of Apache County, Arizona that the portion of roadway known as County Road Eden Avenue lying adjacent to lots #43 thru #46 to as described in **Exhibit "A"** is hereby abandoned and extinguished for roadway purposes in accordance with the legal description in **Exhibit "A"**, all the right, title, claim and interest of the County of Apache and the public therein is hereby conveyed to the owner of the abutting land. Said Portion of Eden Avenue, more accurately described in exhibit A.

Passed and adopted by the Apache County Board of Supervisors this 6th day of June 2023.

/s/ Alton Joe Shepherd
Chairman, of the Board

ATTEST:
/s/ Ryan N. Patterson
Clerk of the Board

APPROVED AS TO FORM:

/s/ **Michael Whiting**,
County Attorney

EXHIBIT "A"

ABANDONMENT

That portion of Eden Avenue lying adjacent to Lots 43 thru 46 of Cedar Ridge, Unit 2, as shown on the plat recorded in Book 2 of Town Site Maps, Page 34, Apache County Records, being located in
Section 4,

Township 10 North, Range 24 East, Gila & Salt River Meridian, Apache County, Arizona, said portion being more particularly described as follows: Commencing at the Southeast corner of said Lot 46; THENCE North 0° 01' 40" East, along the East side of said Lot 46, being the basis of this description, a distance of 144.10 feet to the POINT OF BEGINNING;

THENCE North 0° 01' 40" East, a distance of 121.38 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a radial line bears South 29° 55' 35" west;

THENCE easterly along said curve through a central angle of 60° 00' 10" an arc distance of 52.36 feet;

THENCE South 0° 01' 40" West a distance of 121.38 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a radial line bears North 30° 01' 40" East; THENCE westerly along said curve through a central angle of 60° 00' 00" an arc distance of 52.36 feet to the POINT OF BEGINNING.

Said parcel contains 0.14 acres, more or less. Said parcel is subject to existing easements, rights of way and restrictions of record.

Chris Padilla, on behalf of the Engineering Department, requested approval of a contract with G-WORKS who bought out Pubworks with no change in annual fees. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion carried.

Chris Padilla, on behalf of the Engineering Department, requested approval to enter into a contract with Ardurra Engineering in the amount of \$97,300. Mr. Padilla stated Adurra Engineering will provide the professional services of designing and creating plans for the reconstruction of County Road 5020. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion carried.

Chris Padilla, on behalf of the Engineering Department, requested approval to update yearly annual pricing with Desert Mountain for dust suppression and road stabilization products. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Motion carried.

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

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

Approved this 27th day of June, 2023.

Alton Joe Shepherd
Chairman of the Board

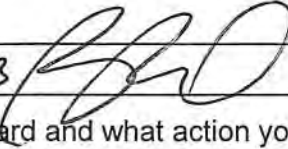
Ryan N. Patterson
Clerk of the Board

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

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

County Manager _____

Date/Signature: _____

6/19/2023 

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

Request approval of an Independent Contractor Agreement with MH Consulting and Project Management.

BOS Meeting Date Requested 6/27/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

MH R.H.

Finance Review: _____

Signature _____

[Handwritten 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. The County desires to contract with an outside professional to manage and administer certain grant funded projects and provide research and input for economic development ventures.
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.

- f. 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 until such appeals, litigation, 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, 2023

Expiration Date: May 31, 2024

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 Board of Supervisors

Date

Contractor

Date

Approved as to form:

Apache County Attorney's Office

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

County Manager _____

Date/Signature: _____

[Handwritten Signature]
6/27/23

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

Request approval to extend the lease agreement between Apache County and Northland Pioneer College for an additional year.

BOS Meeting Date Requested 6/27/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

[Handwritten Signature]

Finance Review: _____

Signature _____

[Handwritten Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Beth Bond

From: Ulibarri, Nicole <nicole.ulibarri@npc.edu>
Sent: Thursday, June 1, 2023 5:29 PM
To: Beth Bond
Cc: Ryan Patterson; Ellison, Maderia J.; Hazelbaker, Chato
Subject: Addendum to extend Lease for St.Johns Center- NPC
Attachments: Lease Amendment STJ Center NPC 2023-2027.docx

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

I trust this email

Report as malicious

Hi Beth,

Please see the attached Addendum to request an extension of the lease for the St. Johns NPC Building. I am hoping we can get this on the next BOS agenda for approval.

Please let me know if you need any further information, or if there are any questions.

Thank you.

Nicole Ulibarri
Director of Employee Relations & Staffing
Apache County Coordinator
Northland Pioneer College
nicole.ulibarri@npc.edu

This email has been scanned by Inbound Shield™.

**SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT NORTHLAND PIONEER COLLEGE PIONEER
SCHOOL COMPLEX LEASE AGREEMENT**

This Second Amendment is entered into on June ____, 2023 between Apache County ("Lessor") and Northland Pioneer College ("Lessee") and amends the Lease Agreement between the parties dated September 19, 2017 ("Agreement").

1. The Parties agree to extend the term of the Agreement to June 30, 2027. Section 1 of the Agreement, as amended by the First Amendment, shall be replaced with the following:

The Term of this Agreement shall terminate on June 30, 2027. The Lessor or the Lessee may terminate this Agreement by delivering to the other party written notice of intent to terminate the Agreement not less than one year prior to the date of the intended termination. Either party may extend the Agreement by delivering notice of the intent to extend this Agreement to the other party at least one year before the end of the then-current term. Each such extension shall be for a term of five years unless the parties agree otherwise by written amendment to this Agreement.

2. No other changes. All other terms and conditions of the Agreement remain unchanged and in full force and effect.
3. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

IN WITNESS WHEREOF, the parties provide the following approval:

Apache County Board of Supervisors

Nelson Davis, Chairman

Date

Northland Pioneer College

Dr. Chato Hazelbaker, President

Date

Attest:

Clerk of the Board

NPC Recording Secretary

Approved as to Form:

Attorney for Apache County

Attorney for NPC

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

County Manager _____

Date/Signature: _____

ABP *6/27/23*

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

Request approval of an application and resolution to accept Ak-Chin Indian Community grant funds on behalf of the Vernon Fire District.

BOS Meeting Date Requested 6/27/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

M. R. H.

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Beth Bond

From: Kathy Schlichting <Kathy.Schlichting@vfdmail.org>
Sent: Wednesday, June 14, 2023 11:49 AM
To: Beth Bond
Subject: Resolution needed for Vernon Fire District
Attachments: AK-Chin Indian Community Grant resolution.docx

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

I trust this email

Report as malicious

Beth can you please put this resolution on the July Board meeting.

Thank you,



Kathy Schlichting, Office Administrator/HR
Vernon Fire District
PO Box 400, Vernon, AZ 85940
Kathy.schlichting@vfdmail.org
928-537-4895

This email has been scanned by Inbound Shield.

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

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

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

**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 859

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
APACHE COUNTY, ARIZONA, ACCEPTING GRANT
MONEY FROM AK-CHIN INDIAN COMMUNITY
FOR PURCHASE OF EQUIPMENT IF GRANT IS OFFERED.**

2023-_____

WHEREAS, the Vernon Fire District has identified the need to replace a necessary Fire Engine for fire suppression in the district and,

WHEREAS, Vernon Fire District wishes to apply for a \$755,000 grant to procure a Fire Engine with the Ak-Chin Indian Community and;

WHEREAS, if Ak-Chin Indian Community makes a favorable recommendation to grant Vernon Fire District **\$755,000.00** that the Apache County Board of Supervisors accept these monies on behalf of Vernon Fire District.

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

The acknowledgement that if Ak-Chin Indian Community makes a favorable recommendation to grant Vernon Fire District **\$755,000.00** that the Apache County Board of Supervisors accept these monies on behalf of Vernon Fire District.

Approved this 27th Day of June, 2023.

ATTEST:

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

APACHE COUNTY

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

Finance

Date/Signature: _____ 6/15/2023

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

Consent: Request approval of a resolution to designate Timothy Hinton as the Chief Fiscal Officer for submitting the fiscal year 2024 Expenditure Limitation Report to the Arizona Auditor General.

BOS Meeting Date Requested June 27, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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

CFO Designation Resolution Template

Instructions

A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body has designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The current year is the fiscal year the entity is operating in on July 31.

County boards of supervisors (boards) **must** use this resolution template to document their designation. Boards may not delegate the responsibility of designating the CFO.

Boards must present and act upon the resolution **annually** at a board meeting and must submit the signed resolution to our Office with the electronic [CFO designation form](#). This instructions page does not need to be presented or submitted. The template includes fillable text boxes to allow entities to add any needed wording to both the recitals and enactments sections. If additional wording is not needed, please delete the textbox. The standard wording portions of the template that are not fillable may not be removed from the document adopted by the board and submitted to our Office.

These instructions and the resolution template are not legal advice. As such, you may want to consider having your legal counsel review your resolution for accuracy and form.

If you have any questions, please contact our Accountability Services Division at (602) 977-2796 or email us at asd@azauditor.gov.



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 859

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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

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

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

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

RESOLUTION NO. 2023-_____

**RESOLUTION OF THE APACHE COUNTY, ARIZONA BOARD OF SUPERVISORS,
DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING
THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA
AUDITOR GENERAL**

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Apache County Board of Supervisors desires to designate Timothy Hinton, as the County's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE APACHE COUNTY, ARIZONA BOARD OF SUPERVISORS as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Timothy Hinton, is hereby designated as the County's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2024 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the Apache County, Arizona Board of Supervisors, this 27th day of June, 2023.

Attested to:

Alton Joe shepherd, Chairman

Ryan Patterson, Clerk of the Board

Approved as to form:

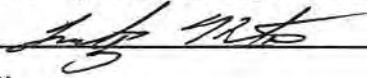
Michael Whiting, County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

APC 001 - 01

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

Finance



Date/Signature:

6/15/2023

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

Consent: Request approval of the Pension Funding Policy in accordance with §A.R.S.38-863.01.

BOS Meeting Date Requested June 27, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

N/A

Other Review:

Signature

N/A

Reviews completed, item approved for Agenda.

Board Clerk's Initials

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

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

TRAVIS SIMSHAUSER
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, 2022 actuarial valuation.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Sheriff's Department	\$97,748,240	\$88,990,195	\$(8,757,934)	109.8%
Corrections	\$3,540,247	\$3,157,329	\$(382,945)	112.1%
Total Amount	\$101,288,514	\$92,147,635	\$(9,140,879)	109.9%

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

The plan to achieve this goal requires full ARC payments (normal cost and UAAL amortization) from operating funds.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(datetime stamp)

Submitter's Name: Marleita Begay, Apache County Treasurer (Individual, Organization, or County Department)

Date/Signature: 06/13/23 MBegay

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

Discussion and possible approval to extend bank services for National Bank of Arizona for 2 years (August 1, 2023 to July 1, 2025) per ARS 35-325 (Servicing bank of public monies)

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature CH RBH

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



NATIONAL BANK OF ARIZONA

BANKING SERVICES RENEWAL

May 5, 2023

Apache County
Attn: Purchasing Office
P. O. Box 428
St. Johns, AZ 85936

We are pleased to have the opportunity to renew the banking relationship with Apache County. At Zions Bancorporation NA dba National Bank of Arizona, NB|AZ, we deliver industry-leading product solutions, award-winning service and innovative technology to help you manage your bottom line. We believe the continued partnership between the Apache County and NB|AZ will help the County attain its objectives of appropriate and cost-effective comprehensive banking services while protecting the funds of the County and reducing risk to its reputation.

We believe in being a True Partner by listening to the needs and wants of the County prior to implementing any services. Efficiencies in processing, reporting, and integration are keys to the success of the County.

- General Banking
- Institutional Custody
- Warrants

This letter confirms that the pricing currently in place will remain for the next two (2) years ending July 1st, 2025.

If you have any questions or need additional information, please call me at (602) 212-5545.

Respectfully,

John Lewis
Regional President, SVP



RANKING
The Best of Business
ARIZONA



NATIONAL BANK OF ARIZONA



NBAZ

30 March 2020

Apache County Board of Supervisors
75 W Cleveland St
St Johns, Arizona

RE: BID #2020-5

National Bank of Arizona is pleased to have the opportunity to present this proposal to Apache County for a renewal of the Banking agreement currently in place.

NBAZ was founded on a mission of building local relationships and providing exceptional customer service. Almost 4 decades later, the approach is still the same. NBAZ takes pride in providing local expertise and delivering award-winning service while providing the products and services Apache County needs to be successful. This big picture approach to banking ensures that NBAZ is the only institution the County needs.

NBAZ's impact is evident in Apache County where we have 2 locations and employ 7 people. In addition to the County, we also partner with Town of Eagar, Town of Springerville, City of St Johns, and Alpine Fire District.

We look forward to extending our relationship and commitment to Apache County and its residents.

Respectfully,

Dale Levesque
Government Relationship Manager
480-726-5765
Dale.Levesque@nbarizona.com

PROPOSAL SUMMARY

National Bank of Arizona is proud to work with Apache County to provide all banking needs. NBAZ has a history of bringing innovative solutions to municipalities of all sizes throughout the State of Arizona. The following are just a few of the benefits the County can expect when partnering with NBAZ:

- NBAZ is expert at servicing the banking needs of counties in Arizona.
- Arizona Relationship AND Service Team
- Experience implementing municipality relationships of all sizes, small towns to large counties, across the State of Arizona
- Supporting local events and initiatives with our local presence

The NBAZ Government Banking team is prepared to partner with the County to provide cost-efficient and innovative solutions. NBAZ is confident that the outline of Banking Services, the Pricing Proposal, and the following incentives will benefit the Apache County immediately and throughout the relationship.

- Continuation of in-person support for events in the County.
- Retention Bonus of \$10,000 in Earnings Credit.
- Commercial Card Bonus Rebate of \$10,000. Bonus will be paid in July 2021 if the County spends \$2 million between contract start and June 2021.
- Versatile Account Structures
 - Premium Account Analysis Earnings Credit Rates over the life of the contract:

Year 1	.65%
Years 2 & 3	The bank's standard earnings credit rate +.50%

NBAZ's commitment to Arizona municipalities is evident in our scope of clients across the state. The NBAZ Government Banking team is prepared to work with the County immediately and looks forward to providing the expertise, products, service, and experience that come with the long history servicing Arizona communities.

Bank Eligibility

The Board of Deposits has determined that any bank having an office in the State of Arizona and which "qualifies to become an eligible depository" of the deposits of public monies and otherwise complies with the provisions for A.R.S. §35-325 shall be eligible to bid to become the servicing bank for Apache County. It is understood; however, that no bank shall be eligible to be awarded as servicing bank for Apache County unless such bank agrees to open and maintain an operating branch of its bank within the City of St. Johns, Apache County, Arizona with normal operating hours and professionally trained staff.

The Bank plans to continue normal operations of its St Johns Branch for the duration of this contract.

It is understood that in exchange for any bank becoming eligible to serve as Apache County's servicing bank pursuant to this Bid, the qualifying bank shall maintain any and all of County's banking and fund investment activity and services, and that all County funds, and all funds under the control of County, shall be deposited with the qualifying servicing bank.

The Bank understands and can comply with this item.

SERVICE CHARGES & CREDIT EARNINGS

The servicing bid solicited shall be the sum of dollars for which the qualified bank will agree to perform the required services as a servicing bank for the period designated below. This area of the bid should also include any credit earnings programs with rates, addition services covered by credit earnings, annual credit earnings roll over information, credit line pricing, and investment custodial pricing.

The Bank understands and can comply with this item. The Bank will continue the current earnings credit rate and pricing structure for the duration of this contract.

CALL FOR BIDS

The Board of Deposit hereby calls for bids from qualified banks of Arizona to perform the duties of county servicing bank for fiscal years from August 1, 2020 to July 31, 2023 (three years), with an option to renew for two additional years, upon agreement of both parties. It is understood that the contract specified herein is the maximum length allowed by statute but should the servicing bank continue as the only qualifying bank based on the requirements

of this Bid, the servicing bank contract shall continue to be extended for an indefinite period of time.

The Bank understands and can comply with this item.

Bids must be filed with the Clerk of the Board of Supervisors, 75 West Cleveland Street, P.O. Box 428, St. Johns, Arizona before 3:00 p.m. March 30, 2020.

On that date, the County shall meet and receive the servicing bids in writing. Only those bids which conform to the specifications set forth herein shall be considered. The qualified bank representing the lowest bid and which is in the best interest of Apache County shall be designated as the servicing the bank.

The Bank understands and can comply with this item.

EVALUATION OF BIDS

Bids will be evaluated on the basis of furnishing all services and requirements set forth herein. If identical bids are received, the Board of Deposit shall determine by lot drawing which of the identical bidders shall be the designee.

The Bank understands and can comply with this item.

REGISTERED WARRANTS

With reference to A.R.S. §11-635, "Warrants Unpaid for Lack of Funds; Interest" the servicing bank shall agree to administer registered warrants upon presentation. If the bid for interest on registered warrants is the statutory 10%, the servicing bank shall not be required to, but may, purchase registered warrants for less than 10% interest, bidder shall be required to purchase all registered warrants of the county, of any school district and any special district in the County at the bid rate of interest.

The Bank understands and can comply with this item.

TERMINATION OF THE AGREEMENT

- A. The Treasurer may terminate the servicing bank agreement at any time after one hundred eighty days prior written notice is given.
- B. The servicing bank may terminate the servicing bank agreement after one hundred eighty days prior written notice is given. Any bank so

terminating will be excluded from the servicing bank bid for the next three years.

- C. Notwithstanding the foregoing, it is understood that the County shall only terminate the servicing bank agreement for material breach once accepted and so long as the servicing bank remains an eligible bank under this Bid.

The Bank understands and can comply with these items.

SERVICING INFORMATION AND REQUIREMENTS

The following pertinent information is to be considered by each bank in preparing its respective bid:

- A. Credits: the County Treasurer has on hand beginning balances and deposits its new money on an annual basis in excess of twenty million dollars (\$20,000,000). The dollar amount is represented by approximately 800 credits.
- B. Debits: the County Treasurer pays out nearly Twenty Million Dollars (\$20,000,000). During the year which is represented by approximately 2,100 checks. All warrants issued are for ultimate payment by the Treasurer and will number about ninety-five thousand (95,000). The county will furnish and print its own warrants. The servicing bank pays these items in clearing on the same basis as they pay checks drawn against them, and presents the warrants to the Treasurer for payment before 11:00 a.m. each day. Warrants presented after that hour will be accepted on the following days business. Warrants will only be accepted with a presentation listing.

The Bank understands and can comply with these items.

COLLATERAL

On a day to day basis, it will be incumbent upon each participating bank to have sufficient pledged collateral at 110% of market value to cover active and inactive deposits aggregating on a pro-rata basis, as much as twenty million dollars (\$20,000,000) for all participating banks. If any bank is short on such collateral, the Treasurer will notify that bank by telephone and request a wire confirmation of an additional pledge by 3:00 p.m. of that same day. If such confirmation is not received, the Treasurer must then make a distribution of the excess deposits to other participating banks.

In addition to the collateral requirement of the previous paragraph the County Servicing Bank shall be required during certain periods of the year, to make immediate pledging of collateral to increase total pledged, as much as an additional ten million dollars (\$10,000,000). Collateral up to this maximum amount may be required with less than eight (8) hours prior notification. Collateral must be pledged or confirmed prior to the daily delivery of deposits.

To facilitate bank reconciliation in the Treasurer's Office, we are requesting the servicing bank to provide a daily statement showing service account activity. A monthly statement will be required covering each day's activity of the daily statements.

The Bank understands and can comply with these items. The County will continue to have access to Treasury Internet Banking for daily and monthly activity.

OTHER REQUIRED SERVICES

The County treasurer shall receive the following services from the servicing bank. The servicing bank shall provide:

- A. Imprinted checks and deposit slips.
The Bank will continue to provide this service for the County.

- B. Collection service, including postage and insurance on all items requiring special handling.
The Bank will continue to provide this service for the County.

- C. Wire-transfer service to facilitate securities transaction, by receiving and sending wire-transfers of funds through the Federal Reserve upon request.
The Bank will continue to provide this service for the County.

- D. Computer window to bank.
The Bank will continue to provide this service for the County.

- E. Debit and credit services automatic clearinghouse.
The Bank will continue to provide this service for the County.

F. Revolving and other lines of credit on terms to be negotiated as the need shall arise.

The Bank is willing to open a new line of credit for the County if the need arises, upon completion of underwriting.

G. Brick and mortar branch of bank in City of St. Johns, Apache County Arizona.

The Bank plans to continue normal operations of its St Johns Branch for the duration of this contract.

H. A plan to extend banking services such as Full-Service ATMs and/or brick and mortar branches in other places of Apache County that are not currently being served. The submitted plan shall be negotiable as needs shall arise from both the county and servicing bank.

The Bank is willing to discuss additional locations within Apache County during this contract. These locations will be subject to regulatory, corporate, and municipal approvals from all parties.

SERVICING BANK AGREEMENT

APACHE COUNTY

BID FORM

The Board of Deposits hereby calls for bids from the qualified banks to perform the duties of the county servicing bank for the period from August 1, 2020, through July 31, 2023.

Bids must be filed with the Clerk of the Board of Supervisors, 75 West Cleveland Street, P.O. Box 428, St. Johns, Arizona before 3:00 p.m. March 30, 2020. Please indicate Bid #2020-05 on the outside sealed envelope.

BIDDER: National Bank of Arizona

RESPONSIBLE PARTY Dale Levesque, VP, Govt Rel Mgr

ADDRESS: 5500 W Chandler Blvd, Chandler, AZ

The undersigned qualified banking institution bids as follows:

SERVICING CHARGES: No Change on Current Charges

INTEREST RATE ON PURCHASED REGISTERED WARRANTS: .65% of Prime

We hereby certify that we qualify under A.R.S. §35-325 and the attached Bid/Request for Proposal to be the servicing bank of Apache County and agree to all requirements provided in the Servicing Banking Agreement proposal

CORPORATION SEAL

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Craig Tsosie, Apache County Records Office

Date/Signature: 6/19/23

Describe in detail what you want to say to the Board and what action you want the Board to take: Approval of contract for printing and mail services for Records Office.

Department: Records Office

BOS Meeting Date Requested: June 27, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: see attached email

Signature



Finance Review: See attached email

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Angela Gatchell

From: Angela Gatchell on behalf of Larry Noble
Sent: Tuesday, May 16, 2023 1:00 PM
To: Angela Gatchell
Subject: FW: Print and Mail _ Renewal Contract
Attachments: AZ_Apache County_Addendum No.1 to PM_Final - Exp 01 05 2024.pdf

4M 5/16 C update

From: Sonia Galloway <sgalloway@runbeck.net>
Sent: Tuesday, May 16, 2023 9:31 AM
To: Larry Noble <lnoble@apachecountyaz.gov>
Cc: Geneva L. Jackson <gjackson@co.apache.az.us>
Subject: RE: Print and Mail _ Renewal Contract

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

I trust this email

Report as malicious

Hi Larry/Geneva,

Any updates on this?

Sonia Galloway

Director of Sales, Western Region

Cell: 602-509-6715 | **Office:** 480-455-1081
2800 S. 36th Street, Phoenix, AZ 85034
Runbeck.net



168-2800-43100

Defending Democracy Since 1972

From: Sonia Galloway <sgalloway@runbeck.net>
Sent: Tuesday, May 9, 2023 3:58 PM
To: lnoble@co.apache.az.us
Cc: Sonia Galloway <sgalloway@runbeck.net>; gjackson@co.apache.az.us
Subject: Print and Mail _ Renewal Contract

Hello Larry,

Your print and mail contract with Runbeck expired 1/5/23.

If your intent is to renew with us, please see attached renewal contract for review.

Please let me know if you have any questions.

Thank you!

Sonia Galloway

Director of Sales, Western Region

Cell: 602-509-6715 | Office: 480-455-1081

2800 S. 36th Street, Phoenix, AZ 85034

Runbeck.net



Defending Democracy Since 1972

This e-mail message (and any attachment) is intended for the use of the individual or entity to which it is addressed. This message contains information from Runbeck Election Services, Inc. that may be privileged, confidential, or exempt from disclosure under applicable law. If you are not the intended recipient or authorized to receive this for the intended recipient, any use, dissemination, distribution, retention, archiving, or copying of this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by reply e-mail, delete this message, and delete the material from all computers.

This email has been scanned by Inbound Shield™.



AMENDMENT 1
TO COOPERATIVE SERVICES AGREEMENT BY AND
BETWEEN APACHE COUNTY
AND RUNBECK ELECTION SERVICES, INC.

This AMEDMENT 1 to Cooperative Services Agreement By and Between Apache County and Runbeck Election Services, Inc. (hereinafter this "Amendment") is made as of the date of full execution, by and between Apache County, a governmental subdivision of the State of Arizona ("County"), and Runbeck Election Services, Inc., an Arizona corporation, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (collectively, the "Parties").

RECITALS:

- A. WHEREAS, on March 1, 2002 Apache County entered into an Intergovernmental Agreement (hereinafter referred to as "IGA") authorizing Apache County's participation in the "Strategic Alliance for Volume Expenditures" (hereinafter referred to as "SAVE"), a Cooperative Purchasing Group comprised of public agencies within the State of Arizona; and
- B. WHEREAS, the IGA provides that a "Lead Public Agency" may enter into a contract for goods or services following competitive procurements with the opportunity for other SAVE participants to purchase goods or services under terms and conditions as specified in the contracts executed by the Lead Public Agency; and,
- C. WHEREAS, following a competitive procurement, Pinal County, Arizona (hereinafter "Pinal County"), a SAVE participant, has entered into an agreement with Runbeck, in order to obtain Ballot Printing and Mailing services, and other related services, pursuant to Pinal County's Contract 201726RFP, and all amendment(s) thereto (hereinafter collectively referred to as the "Pinal Contract")- and
- D. WHEREAS, the Pinal Contract expressly provides that the terms and conditions of the Pinal Contract may be extended for use by other municipalities and government agencies of the state; and,
- E. WHEREAS, Apache County wishes to obtain Ballot Printing and Mailing services, and other related services from Runbeck in accordance with the terms and conditions specified in the Pinal Contract; and
- F. WHEREAS, pursuant to page 9, paragraph 14.16 of the Contract Administration and Operation of the Pinal Contract, other governmental agencies are authorized to cooperatively use the Pinal Contract, and replace Apache County as the contracting party in order to obtain the specified services from Runbeck; and
- G. WHEREAS, The Apache County and Runbeck entered into an agreement commencing on the 6th day of April 2022, for Runbeck to provide Ballot Print and Mail Services Agreement.

H. WHEREAS, The parties wish to renew the Agreement for an additional year to continue the contract and amend contract.

THEREFORE, in consideration of their mutual promises in the Agreement, the County and the Runbeck Election Services, Inc. agree as follows:

1. The TERM of the Agreement is renewed for additional year, the renewal period is from the 6th day of January, 2023 through January 5, 2024 at which time the County may opt for additional renewal period. Said renewal year(s) will require new documentation.
2. The Pricing section of the Agreement is herein removed in its entirety and replaced with the following:

Pricing. The pricing for this Agreement shall be defined in accordance with attached document herein referred to as Exhibit B-1.


3. All other terms and conditions in the Agreement remain unchanged and in force.


IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date of full execution by the Parties.

Runbeck Election Services, Inc.

Apache County, Arizona

Signed by:

DocuSigned by:

 894F17320B0C4D2...



Printed Name:

Rizwan Fidai

Craig Tsosie

Title:

Vice President of Sales

Chief Deputy

Date:

5/9/2023

4/19/23

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Exhibit B-1 to follow



Attachment B-1
Pricing Document

ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	PRICE	
				Single Side	Double Side
1	SAMPLE BALLOTS (INCLUSIVE OF ALL ASSEMBLY, FOLDING, SORTING, ETC.)				
	8 1/2" x 11"	Each	< 100,000		
	8 1/2" x 11"	Each	100,000-125,000		
	8 1/2" x 11"	Each	> 125,000		
	8 1/2" x 14"	Each	< 100,000		
	8 1/2" x 14"	Each	100,000-125,000		
	8 1/2" x 14"	Each	> 125,000		
	8 1/2" x 17"	Each	< 100,000		
	8 1/2" x 17"	Each	100,000-125,000		
	8 1/2" x 17"	Each	> 125,000		
	8 1/2" x 18"	Each	< 100,000		
	8 1/2" x 18"	Each	100,000-125,000		
	8 1/2" x 18"	Each	> 125,000		
	8 1/2" x 19"	Each	< 100,000		
	8 1/2" x 19"	Each	100,000-125,000		
	8 1/2" x 19"	Each	> 125,000		
	11" x 14"	Each	< 100,000		
	11" x 14"	Each	100,000-125,000		
	11" x 14"	Each	> 125,000		
	11" x 17" Primary	Each	< 100,000	\$0.41	
	11" x 17" Primary	Each	100,000-125,000	\$0.24	
	11" x 17" Primary	Each	> 125,000	\$0.22	
	22.5" x 17 Primary Oth	Each	< 100,000	\$0.59	
	22.5" x 17 Primary Oth	Each	100,000-125,000	\$0.33	
	22.5" x 17 Primary Oth	Each	> 125,000	\$0.28	
	18" x 30" General	Each	< 100,000	\$0.72	
	18" x 30" General	Each	100,000-125,000	\$0.39	
	18" x 30" General	Each	> 125,000	\$0.35	
2	OFFICIAL BALLOTS (INCLUSIVE OF ALL ASSEMBLY, FOLDING, SORTING, ETC.)				
	8 1/2" x 11"	Each	< 100,000	\$0.28	<should be .275
	8 1/2" x 11"	Each	100,000-150,000	\$0.28	
	8 1/2" x 11"	Each	> 150,000	\$0.28	
	8 1/2" x 14"	Each	< 100,000	\$0.28	
	8 1/2" x 14"	Each	100,000-150,000	\$0.28	
	8 1/2" x 14"	Each	> 150,000	\$0.28	
	8 1/2" x 17"	Each	< 100,000	\$0.28	
	8 1/2" x 17"	Each	100,000-150,000	\$0.28	
	8 1/2" x 17"	Each	> 150,000	\$0.28	
	8 1/2" x 18"	Each	< 100,000	\$0.28	
	8 1/2" x 18"	Each	100,000-150,000	\$0.28	
	8 1/2" x 18"	Each	> 150,000	\$0.28	
	8 1/2" x 19"	Each	< 100,000	\$0.28	
	8 1/2" x 19"	Each	100,000-150,000	\$0.28	
	8 1/2" x 19"	Each	> 150,000	\$0.28	
	11" x 14"	Each	< 100,000	\$0.28	
	11" x 14"	Each	100,000-150,000	\$0.28	
	11" x 14"	Each	> 150,000	\$0.28	
3	EARLY OFFICIAL BALLOTS FOR PEVL (INCLUSIVE OF ALL ASSEMBLY, FOLDING, SORTING, ETC.)				
	8 1/2" x 11"	Each	< 100,000	\$0.28	<should be .275
	8 1/2" x 11"	Each	100,000-150,000	\$0.28	
	8 1/2" x 11"	Each	> 150,000	\$0.28	
	8 1/2" x 14"	Each	< 100,000	\$0.28	
	8 1/2" x 14"	Each	100,000-150,000	\$0.28	
	8 1/2" x 14"	Each	> 150,000	\$0.28	
	8 1/2" x 17"	Each	< 100,000	\$0.28	
	8 1/2" x 17"	Each	100,000-150,000	\$0.28	

8 1/2" x 17"	Each	> 150,000	\$0.28
8 1/2" x 18"	Each	< 100,000	\$0.28
8 1/2" x 18"	Each	100,000-150,000	\$0.28
8 1/2" x 18"	Each	> 150,000	\$0.28
8 1/2" x 19"	Each	< 100,000	\$0.28
8 1/2" x 19"	Each	100,000-150,000	\$0.28
8 1/2" x 19"	Each	> 150,000	\$0.28
11" x 14"	Each	< 100,000	\$0.28
11" x 14"	Each	100,000-150,000	\$0.28
11" x 14"	Each	> 150,000	\$0.28

4 INSERTING AND TABBING (IntelliVote) FOR PEVL BALLOTS

Inserting and Tabbing (IntelliVote) for PEVL Ballots	Each	< 100,000	0.24+ .10 beyond 3 pieces
Inserting and Tabbing (IntelliVote) for PEVL Ballots	Each	100,000-125,000	.24 +.10 beyond 3 pieces
Inserting and Tabbing (IntelliVote) for PEVL Ballots	Each	> 125,000	.24 + .10 beyond 3 pieces

5 VOTING INSTRUCTIONS (INCLUSIVE OF ALL ASSEMBLY, FOLDING, SORTING, ETC.)

Voting Instruction Sheet WITH Removable "I Voted Early" sticker	Each	< 10,000	\$0.65
Voting Instruction Sheet WITH Removable "I Voted Early" sticker	Each	10,000 - 50,000	\$0.42
Voting Instruction Sheet WITH Removable "I Voted Early" sticker	Each	> 50,000	\$0.22
Voting Instruction Sheet WITHOUT Removable "I Voted Early" sticker	Each	< 10,000	\$0.48
Voting Instruction Sheet WITHOUT Removable "I Voted Early" sticker	Each	10,000 - 50,000	\$0.28
Voting Instruction Sheet WITHOUT Removable "I Voted Early" sticker	Each	> 50,000	\$0.11

6 INSERTS WITH FULL BALLOT TEXT (INCLUSIVE OF ALL ASSEMBLY, FOLDING, SORTING, ETC.)

Full Ballot Text Inserts	Each	< 100,000	\$0.15
Full Ballot Text Inserts	Each	100,000-125,000	\$0.11
Full Ballot Text Inserts	Each	> 125,000	\$0.10
Full Ballot Text Poster (English Only)	Each	<100	\$0.14
Full Ballot Text Poster (English Only)	Each	100-500	\$0.14
Full Ballot Text Poster (Spanish Only)	Each	<100	\$0.14
Full Ballot Text Poster (Spanish Only)	Each	100-500	\$0.14

7 90-DAY PEVL NOTICE LETTER (INCLUSIVE OF ALL ASSEMBLY, FOLDING, SORTING, ETC.)

90-Day PEVL Notice Letter	Each	<10,000	\$0.91
90-Day PEVL Notice Letter	Each	10,000 – 50,000	\$0.49
90-Day PEVL Notice Letter	Each	>50,000	\$0.17

8 ENVELOPES

PEVL Ballot Outer Envelope	Each	<10,000	\$0.58
PEVL Ballot Outer Envelope	Each	10,000 – 50,000	\$0.29
PEVL Ballot Outer Envelope	Each	>50,000	\$0.21
PEVL Ballot Return Envelope	Each	<10,000	\$0.55
PEVL Ballot Return Envelope	Each	10,000 – 50,000	\$0.29
PEVL Ballot Return Envelope	Each	>50,000	\$0.19
PEVL Ballot Affidavit Envelope	Each	<10,000	\$0.48
PEVL Ballot Affidavit Envelope	Each	10,000 – 50,000	\$0.25
PEVL Ballot Affidavit Envelope	Each	>50,000	\$0.13
90 Day Notice Outer Envelope	Each	<10,000	\$0.08
90 Day Notice Outer Envelope	Each	10,000 – 50,000	\$0.07
90 Day Notice Outer Envelope	Each	>50,000	\$0.05

9 PUBLICITY PAMPHLETS (INCLUSIVE OF ALL ASSEMBLY, FOLDING, SORTING, ETC.)

Publicity Pamphlets	Each	< 100,000	\$0.39
Publicity Pamphlets	Each	100,000-125,000	\$0.28
Publicity Pamphlets	Each	> 125,000	\$0.28

10 BLANK BALLOT STOCK

11-Inch Length Blank Ballot Stock - 500-page ream	Each	1	\$0.15
14-Inch Length Blank Ballot Stock - 500-page ream	Each	1	\$0.15
17-Inch Length Blank Ballot Stock - 500-page ream	Each	1	\$0.15
18-Inch Length Blank Ballot Stock - 500-page ream	Each	1	\$0.17

19-Inch Length Blank Ballot Stock - 500-page ream	Each	1	\$0.17
---	------	---	--------

11 VOTER IDENTIFICATION CARDS (INCLUSIVE OF ALL ASSEMBLY, FOLDING, MAILING)

Voter Identification Cards	Each	52,000	0.21 only if 52,000+ are ordered at one time (orders less than that will require a quote)
----------------------------	------	--------	---

12 POSTAGE

All postage shall be a pass-through charge with no additional mark-up.

13 Additional Fees

Supplemental File	Each		\$500.00
Pull File	Each		0.045 (.045)

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

date/time stamp

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

Election Department

Date/Signature: Rita Vaughan

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 conduct the November 7, 2023 Special Election as a "Ballot by Mail" election for: Special Bond Repurpose Election for Window Rock Unified School District No. 8 and a Special Bond Election for Round Valley Unified School District No. 10.

BOS Meeting Date Requested June 27, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature

Finance Review: _____

Signature

Human Resources Review: _____

Signature

Other Review: _____

Signature

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

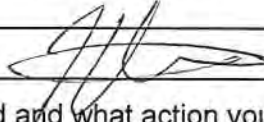
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

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

Engineering Department

Date/Signature

6-14-2023



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

Discussion and possible approval to amend the Intergovernmental Agreement between Apache County and the Navajo Nation by adding Attachment C. This amendment will provide funding to cover the Carrizo Pit reclamation bond.


BOS Meeting Date Requested 6-27-2023

PRE-AGENDA ITEM REVIEW

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

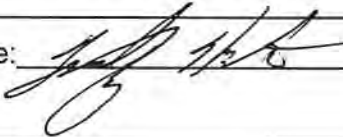
Legal Review: _____

Signature: _____



Finance Review: _____

Signature: _____



Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed; item approved for Agenda.

Supervisor/Board Clerk's Initials _____

ATTACHMENT C

**To Intergovernmental Agreement between
The NAVAJO NATION and APACHE COUNTY, ARIZONA**

Authority:

This Attachment C is appended to the underlying Master Intergovernmental Agreement, Navajo Nation Contract No. CO15355, as contemplated in Sections 1.1 and 2.1 of the Master Agreement.

Term:

Beginning upon signatures of both parties and Ending December 31, 2032; coinciding with the term of the Master Agreement.

Scope of Work (SOW):

Project 1 – Carrizo Pit Reclamation Bond Payment Apache County and Navajo Division of Transportation (NDOT) have an IGA. Therefore, NDOT will use Navajo Nation Fuel Excise Tax funds for the Carrizo Pit Performance and Reclamation Bond in the amount of \$90,000.00 as it is stated in the Navajo Nation Resources and Development Committee Resolution RDCO-0076-17, dated February 8, 2017.

The primary goal is to re-establish the Carrizo Pit to share the aggregate material, between Apache County and Navajo Division of Transportation for school bus routes improvements located within vicinity of Carrizo Pit as stated in the Carrizo Pit General Mining Plan. Apache County and Navajo Division of Transportation has invested in required clearances and permits fees, time, and additional tasks, to accommodate the Carrizo Pit General Mine Plan initiative.

Should any of these Scopes of Work or any additional work exceed the amount of the funding source as described herein, the Chapters and Navajo Nation shall find additional sources.

Budget:

Attachment C

Project #	District	Project Name	Funding Source	Business Unit	Budget
1	D-1	Carrizo Pit Reclamation Bond	NN Fuel Excise Tax		90,000.00
Total Attachment "C" Not to Exceed					90,000.00

TOTAL ATTACHMENT "C" NOT TO EXCEED: \$90,000.00

IN THE WITNESS WHEREOF, the PARTIES have executed this ATTACHMENT C to the Master Intergovernmental Agreement, on the dates affixed by their signatures.

APACHE COUNTY

Nelson Davis, Chairman
Apache County Board of Commissioners
P.O. Box 48
St. Johns, AZ 85936

Date Signed

THIS CONTRACT HAS BEEN REVIEWED
AND IS IN ACCORDANCE WITH NAVAJO NATION LAW

BY _____
Navajo Nation Legal Counsel

THE NAVAJO NATION

Buu Nygren, President
The Navajo Nation
P.O. Box 7440
Window Rock, AZ 86515

Date Signed

Date Signed

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



June 8, 2022

APACHE COUNTY, ARIZONA

Nelson Davis, Chairman, Board of Supervisors
Post Office Box 428
St. Johns, Arizona 85936

Reference: DOC 018527 – CO15355

Dear Mr. Davis:

Attached, please find your executed Intergovernmental Agreement Contract, CO15355. This Intergovernmental Agreement Contract is with the Navajo Nation Division of Transportation. This Intergovernmental Agreement Contract is approved in the amount of One Hundred Eighty-Five Thousand Three Hundred Dollars and Zero Cents (\$185,300.00).

This Intergovernmental Agreement Contract will commence on May 18, 2022 and will terminate on December 31, 2032. Contract, CO15355 must be referenced on all invoices, documents and correspondences as it relates to this contract.

Should you have any questions, please contact Garret Silversmith, Director, Navajo Nation Department of Transportation at 505.371.8373.

Sincerely,

THE NAVAJO NATION

A handwritten signature in black ink, appearing to read "Valerie Bitsilly".

Valerie Bitsilly, Accountant
Contract Administration
Navajo Nation Office of the Controller

Xc: Garret Silversmith, Director, Navajo Nation Department of Transportation
File / Chrono

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NAVAJO NATION
AND
APACHE COUNTY, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the Navajo Nation, acting through its Navajo Division of Transportation (the "NATION"), and Apache County, a political subdivision of the State of Arizona, acting through its Board of Supervisors, (the "COUNTY").

WHEREAS, by the adoption of Resources and Development Committee Resolutions the NATION has previously approved road maintenance projects for certain public roads within Apache County and the Navajo Nation and may from time to time approve additional such projects (all such projects to be collectively referred to herein as the "PROJECTS"); and

WHEREAS, the NATION is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads, and pipelines; and

WHEREAS, the COUNTY is authorized by A.R.S §11-952 to enter into intergovernmental agreements for joint or cooperative action with agencies of the United States and/or Tribal governments; and

WHEREAS, the NATION and the COUNTY have previously entered into a Memorandum of Understanding dated July 14, 2021 (the "MOU"), expressing their intent to cooperate in transportation-related projects for their mutual benefit; and

WHEREAS, consistent with the MOU, the COUNTY has agreed to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of materials and supplies required to complete the PROJECTS, providing project planning support, and as agreed on a project-by-project basis to provide labor and equipment to assist in road repair activity for PROJECTS which are eligible for such activity by the COUNTY under the applicable Arizona statutes and constitutional provisions.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purpose.** The purpose of this IGA is for the COUNTY to assist the NATION and individual Chapters of the NATION by acting as their agent for the procurement of road materials and supplies for the PROJECTS; providing project planning assistance to the Nation and the Chapters in connection with the PROJECTS; and, as may be agreed by Apache County on a project-by-project basis, assisting in road repair activities for PROJECTS which are eligible for such activities by the COUNTY under the applicable Arizona statutes and constitutional provisions. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION. The Statement of Work (SOW) is described in Attachment A for additional information. All other work in connection with the PROJECTS, including but not limited to permitting, shall be the responsibility of the NATION.

Unless otherwise agreed to in writing, the COUNTY shall have no responsibility for the maintenance or repair of any work done pursuant to this Agreement after the completion of a PROJECT.

1.1 **Initial and Additional PROJECTS.** The initial PROJECT is described in Attachment A hereto. From time to time, the parties may agree to additional PROJECTS, each such additional PROJECTS to be described in a separate Attachment to be appended to this IGA with the written approval of the authorized representatives of both parties. Any such additional PROJECT shall be governed by the terms of this IGA.

2. **Funding** For the PROJECT as described in Attachment A, the NATION has set aside up to One hundred, eighty-five thousand, three hundred dollars(\$185,300.00) as payment to the COUNTY for materials, equipment costs, labor and supplies procured for the PROJECT in connection with the PROJECT.

2.1 **Funding for Additional PROJECTS.** For each additional PROJECT as described in Section 1.1 above, the funding source for such PROJECT shall be set forth in the Attachment describing that PROJECT.

3. **Appropriations.** The NATION warrants that the sum referenced in Section 2 above has been set aside in the Navajo Nation Road Fund and/or General Fund allocations for the purposes set forth in Section 2 and Attachment A.
4. **Key Officials.** The key officials for each party are as follows:

Apache County

Mr. Ferrin Crosby
Engineering Department
P.O. Box 238
St. Johns, Arizona 85936
Office: (928) 337-7528
Fax: (928) 337-2062

Navajo Nation

Mr. Garret Silversmith
Navajo Division of Transportation
P.O. Box 4620
Window Rock, Arizona 86515
Office: (505) 371-8301
Fax: (505) 371-8399

5. **Need for Materials, Supplies, Road Repair Activity and Project Planning Support.** The parties shall jointly agree on the materials and supplies required for the PROJECTS before each procurement is made. The COUNTY shall agree to the level and type of support it will provide to assist the NATION on the road repair activity. The COUNTY will provide project planning assistance and guidance in determining what materials and supplies are required. Additional project planning support may be provided by the COUNTY as requested by the NATION, but it is understood that the completion of the PROJECTS is the responsibility of the NATION and/or the Chapters which will benefit from the PROJECTS. If the COUNTY will be acting in any capacity other than that of a procurement agent in connection with a PROJECT, the NATION and/or Chapters shall provide such documentation as the COUNTY may reasonably require that the PROJECT roads are eligible for expenditures of COUNTY resources under the applicable Arizona statutes and constitutional provisions.
6. **Procurement Procedures.** Unless otherwise agreed in writing by the parties, all materials and supplies procured by the COUNTY pursuant to this IGA shall be procured in accordance with the Arizona Procurement Code and the Apache County Procurement Policy. Procurement shall include the delivery of the materials and supplies by the vendor to the site(s) where they are required.

7. **Payment to the COUNTY.**

- A. The NATION shall advance funding for each PROJECT prior to any material being ordered. For materials, supplies, equipment, and labor, the NATION shall pay the COUNTY for the actual cost and any directly related procurement expenses (newspaper ads, etc.). The COUNTY shall not charge the NATION any overhead or administrative expenses for procurement and project planning services under this IGA. If the advanced funds are not adequate to complete the PROJECT, the NATION shall advance additional funds within 30 days after receipt of a written request by the COUNTY; the COUNTY shall have no obligation to continue with any PROJECT for which adequate funding has not been received.
 - B. Costs incurred before the finalization of this Agreement which are deemed reasonable, allowable, and allocable to performance of the Agreement as agreed to by the parties may be paid.
 - C. The COUNTY will provide a quarterly report showing expenditures against the advance.
 - D. Each quarterly report shall reference this IGA and the appropriate Attachment.
 - E. The COUNTY shall provide for strict accountability of all cost of materials, supplies, equipment, and labor. Applied against the advance, shall maintain an accurate accounting of all PROJECT-related expenditures, and shall preserve such records for at least three (3) years following the final payment under this IGA. Copies of all correspondences, reports and invoices associated with this IGA shall be furnished to the NATION.
8. **No Surplus Funds.** Upon completion of each PROJECT and at the termination of this IGA, there shall be no surplus money on hand because all funds advanced will have been disbursed on PROJECT expenditures or returned to the NATION. The COUNTY shall refund surplus funds to the NATION 30 days after parties mutually agree a PROJECT is complete.
9. **Assignment.** The COUNTY shall not assign or transfer any interest in this IGA or assign any claims for reimbursement under this IGA without the prior written approval of the NATION. The COUNTY shall not assign any of its responsibilities under this IGA without the prior written approval of the NATION.
10. **Term.** This IGA shall not become effective until executed by both the President of the Navajo Nation and the Chairman of the Apache County Board of Supervisors. This IGA shall terminate on December 31, 2032, bringing it into concurrence with the MOU timeline.
11. **Amendment/Renewal.** This IGA shall not be altered, changed or amended except by a written instrument executed by both parties on or before the scheduled date of termination, this IGA may be renewed for one or more additional years with the written concurrence of both parties.
12. **Termination.** Either party may terminate this IGA, or its participation in any PROJECT, upon written notice thirty (30) prior to the effective date of termination. Upon such termination, reimbursement, not covered by the advance, shall be made for materials and supplies procured and project planning support provided prior to the date of termination. Money advanced to the COUNTY but not spent or committed shall be refunded to the NATION prior to the date of termination.

13. **Scope of Agreement.** This IGA incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this IGA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.
14. **Severability.** In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.
15. **Other Terms and Conditions.**
- A. Nothing in this IGA is intended to, nor shall it be interpreted to, grant or alter any existing jurisdiction of any government over the NATION's public roads. The COUNTY's participation in this IGA is in the spirit of cooperation, and except as expressly set forth herein, the COUNTY shall have no authority, responsibility, or liability in connection with the PROJECTS or the roads that are the subject of the PROJECTS, including road deterioration as a result of road use.
 - B. Neither the NATION nor the COUNTY waives any rights (including but not limited to treaty rights, immunities, sovereign immunities, jurisdictional defenses, or defenses based on their respective protecting laws). Specifically, nothing in this IGA shall be construed as a waiver of sovereign immunity by the NATION, except as provided for in the Navajo Sovereign Immunity Act, as amended, at 1 N.N.C. §§ 551, et seq. Nothing herein shall constitute the NATION's consent to be sued, or consent to jurisdiction of any federal or state court. Nothing in this IGA creates, implies, or shall be construed to create any right of action in any third party.
 - C. Nothing in this IGA is intended to, or shall be interpreted to, allocate or shift any current or future liability of a party to this IGA due to such party's acts or omissions to the other party to this IGA.
 - D. The Navajo Nation acknowledges that it will be responsible for claims of damages arising from personal injury or damages to persons or property to the extent they result from the negligence of tribal employees. The liability of the Navajo Nation shall be subject to the immunities and limitations provided for under the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§551 et seq.
16. **Dispute Resolution Procedures.** Any dispute arising out of or relating to this IGA shall be resolved by arbitration as contemplated by the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 554(J) and (K), and the Navajo Nation Arbitration Act, 7 N.N.C. §§ 1101 et seq. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non- Administered Arbitration.

Notice of intent to invoke arbitration against the NATION shall be filed in compliance with the notice requirements of the Navajo Nation Sovereign Immunity Act, 1 N.N.C. § 555.

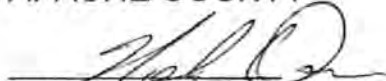
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

NAVAJO NATION


Jonathan Nez - President

05.18.2022
Date

APACHE COUNTY



Nelson Davis - Chairman, Board of Supervisors

4/5/2022
Date

ATTEST:


Clerk of the Board

Approved as a form and found to be within the powers and authority of the County Board of Supervisors under the laws of the State of Arizona.


County Attorney

4/9/2022
Date

ATTACHMENT A

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
(N136 Lukachukai)	2021	RDCS-61-14 RDCJA-02-21	C01547.9024	\$185,300.00
Total				\$185,300.00

Scope of Work for N136 Lukachukai:

The improvement will include addressing drainage, subgrade preparation, building up the road where needed, and applying gravel and soil stabilization for up to 2.8 miles.

The County will be responsible for all engineering services but may use the allocated to fund needed engineering services.

The Navajo Division of Transportation will issue a Notice to Proceed to the County, and a Letter of Intent to the Chinle Bureau of Indian Affairs, when project is deemed ready to proceed to the next phase.

Upon completion of the road improvement, the County and Bureau of Indian Affairs will maintain the routes, unless the route is added to Navajo DOT's inventory as a school bus route.

Timeline

Road project needs to be **completed before 9/30/22**

Funding

Navajo DOT Road Funds: The allocated funds will be used to improve N136 Lukachukai by addressing the drainage, applying gravel, and soil stabilization for up to 2.8 miles. The Navajo Nation funding will not exceed \$185,300.00 which is considered a cost-share to the project.

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



December 30, 2022

APACHE COUNTY, ARIZONA

Nelson Davis, Chairperson
Post Office Box 48
St. Johns, Arizona 85936

Reference: DOC 019739 – **CO15782**

Dear Mr. Davis:

Attached, please find your executed Intergovernmental Agreement Contract, **CO15782**. This Intergovernmental Agreement Contract is with the Navajo Nation Division of Transportation. This Intergovernmental Agreement Contract is approved in the amount of One Million Two Hundred Fifty-Eight Thousand One Hundred Fifty-Nine Dollars and Sixty-Three Cents (\$1,258,159.63).

This Intergovernmental Agreement Contract will commence on December 5, 2022 and will terminate on December 31, 2032. Contract, **CO15782** must be referenced on all invoices, documents and correspondences as it relates to this contract.

Should you have any questions, please contact Garret Silversmith, Director, Navajo Nation Division of Transportation at 505.371.8335.

Sincerely,

THE NAVAJO NATION

A handwritten signature in blue ink, appearing to read "Valerie Bitsilly".

Valerie Bitsilly, Accountant
Contract Administration
Navajo Nation Office of the Controller

Xc: Garret Silversmith, Director, Navajo Nation Division of Transportation
File / CO15782

JAN 2023

ATTACHMENT B

To Intergovernmental Agreement between The NAVAJO NATION and APACHE COUNTY, ARIZONA

Authority:

This Attachment B is appended to the underlying Master Intergovernmental Agreement, Navajo Nation Contract No. CO15355, as contemplated in Sections 1.1 and 2.1 of the Master Agreement.

Term:

Beginning upon signatures of both parties, and Ending December 31, 2032; coinciding with the term of the Master Agreement.

Scopes of Work (SOW):

Project 1 - C492 Round Rock Apache County shall improve County Road 492 in the Round Rock Chapter of the Navajo Nation. The improvement will include addressing drainage, subgrade preparation, building up the road where needed and applying gravel and soil stabilization for up to 5.2 miles. Navajo DOT will complete the cultural & environmental studies and will be responsible for monitoring the project during construction. Upon completion, the County will maintain the route. This project will be funded with Navajo Nation Sihasin funds. A C590/C492 project location map is attached.

Project 2 - C590 Round Rock Apache County shall improve County Road 590 in the Round Rock Chapter of the Navajo Nation. The improvement will include addressing drainage, subgrade preparation, building up the road where needed and applying gravel and soil stabilization for up to 3.1 miles. Navajo DOT will complete the cultural & environmental studies and will be responsible for monitoring the project during construction. Upon completion, the County will maintain the route. This project will be funded with Navajo Nation Sihasin funds. A C590/C492 project location map is attached.

Project 3 - N9402 Houck Apache County shall improve N9402 in the Houck Chapter of the Navajo Nation. The improvement will include addressing drainage, subgrade preparation, building up the road where needed and applying gravel and soil stabilization from 2 miles up to 10.3 miles. The County will be responsible for all engineering services. This project will be funded with Navajo Nation Sihasin funds. An N9402 project location map is attached.

Project 4 - Houck Cemetery Access Road Apache County shall improve #145 Cemetery Access Road in the Houck Chapter of the Navajo Nation. Improvements include installing two 36" x 40' culverts with end sections at Location 1; and installing one 36" x 40' culvert with end sections at Location 2. Additionally, grade road using existing earth materials by creating flat bottom ditches and raising centerline profile. This project will be funded with Navajo Nation Sihasin funds. A Proposed Cemetery Road strip map is attached.

Project 5 - N39 Kindalichee Apache County shall improve N39 in the Kinlichee Chapter of the Navajo Nation. Improvements include road maintenance, and gravel placement & stabilizer treatment from 1.5 miles. This project will be funded with Navajo Nation Sihasin funds. An N39 project location map is attached.

Project 6 - N203 Kinlichee Apache County shall improve N203 in the Kinlichee Chapter of the Navajo Nation. Improvements include 2 miles of sub-grade preparation, add soil stabilizer to 2 miles of

road, place 3 inches of FP-14 D gravel road. This project will be funded with Navajo Nation Road funds (FET). An N203 project location map is attached.

Should any of these Scopes of Work or any additional work exceed the amount of the funding source as described herein, the Chapters and Navajo Nation shall find additional funding sources.

Budget:

Attachment B

Project #	District	Route Number & Names	Funding Source	Business Unit	Budget
1	D-1	C492 Round Rock	NN Sihasin	C01762.9024	351,153.69
2	D-1	C590 Round Rock	NN Sihasin	C01763.9024	228,533.94
3	D-2/3	N9402 Houck	NN Sihasin	C01692.9024	85,000.00
4	D-2	Houck Cemetery Access Road	NN Sihasin	N01411.9024	46,722.00
5	D-2	N39 Kindalichee	NN Road Funds	C01650.9024	246,750.00
6	D-2	N203 Kinlichee	NN Road Funds	C01863.9024	300,000.00
Total Attachment "B" Not To Exceed					\$ 1,258,159.63

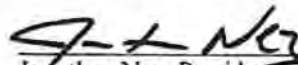
TOTAL ATTACHMENT "B" NOT TO EXCEED: \$1,258,159.63

IN WITNESS WHEREOF, the PARTIES have executed this ATTACHMENT "B" to the Master Intergovernmental Agreement, on the dates affixed by their signatures.

APACHE COUNTY

THE NAVAJO NATION

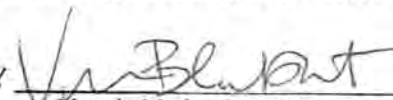

 Nelson Davis, Chairperson
 Apache County Board of Commissioners
 P.O. Box 48
 St. Johns, AZ 85936


 Jonathan Nez, President
 The Navajo Nation
 P.O. Box 7440
 Window Rock, AZ 86515

11/7/2022
 Date Signed

12.05.2022
 Date Signed

THIS CONTRACT HAS BEEN REVIEWED
 AND IS IN ACCORDANCE WITH NAVAJO NATION LAW

BY 
 Navajo Nation Legal Counsel

11/21/22
 Date Signed

Apache County - Attachment B

Project 1 & 2

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
C492 Round Rock	2021/2022	CAP-35-18 CJA-03-21	C01762.9024	\$351,153.69
C590 Round Rock	2021/2022	CAP-35-18 CJA-03-21	C01763.9024	\$228,533.94
Total				\$579,687.63

Scope of Work for County Routes C492 and C590 Round Rock:

The improvement will include addressing drainage, subgrade preparation, building up the road where needed, and applying gravel and soil stabilization for up to 8.3 miles:

C492 5.2 miles

C590 3.1 miles

TOTAL 8.3 miles

The Navajo Division of Transportation/Roads issued a Task Order to Dibble Engineering to complete the cultural, environmental, survey, drainage studies, and design for both routes, C492 and C590.

Approximately \$220,000 will be used to pay for the services, but this is a separate payment from the construction funds which is \$579,687.63.

In collaboration with Dibble Engineering, the Navajo Division of Transportation/Project Management Department will be responsible for completing the cultural and environmental studies and for monitoring the project during construction.

The Navajo Division of Transportation will issue a Notice to Proceed to the County, when project is deemed ready to proceed to the construction phase.

Upon completion of the road improvement, the County will maintain the routes.

Timeline

The construction may begin anytime from the execution of this Intergovernmental Agreement, MOU 259, Attachment "B", and completed no later than November 30, 2022. Funding extended.

Funding

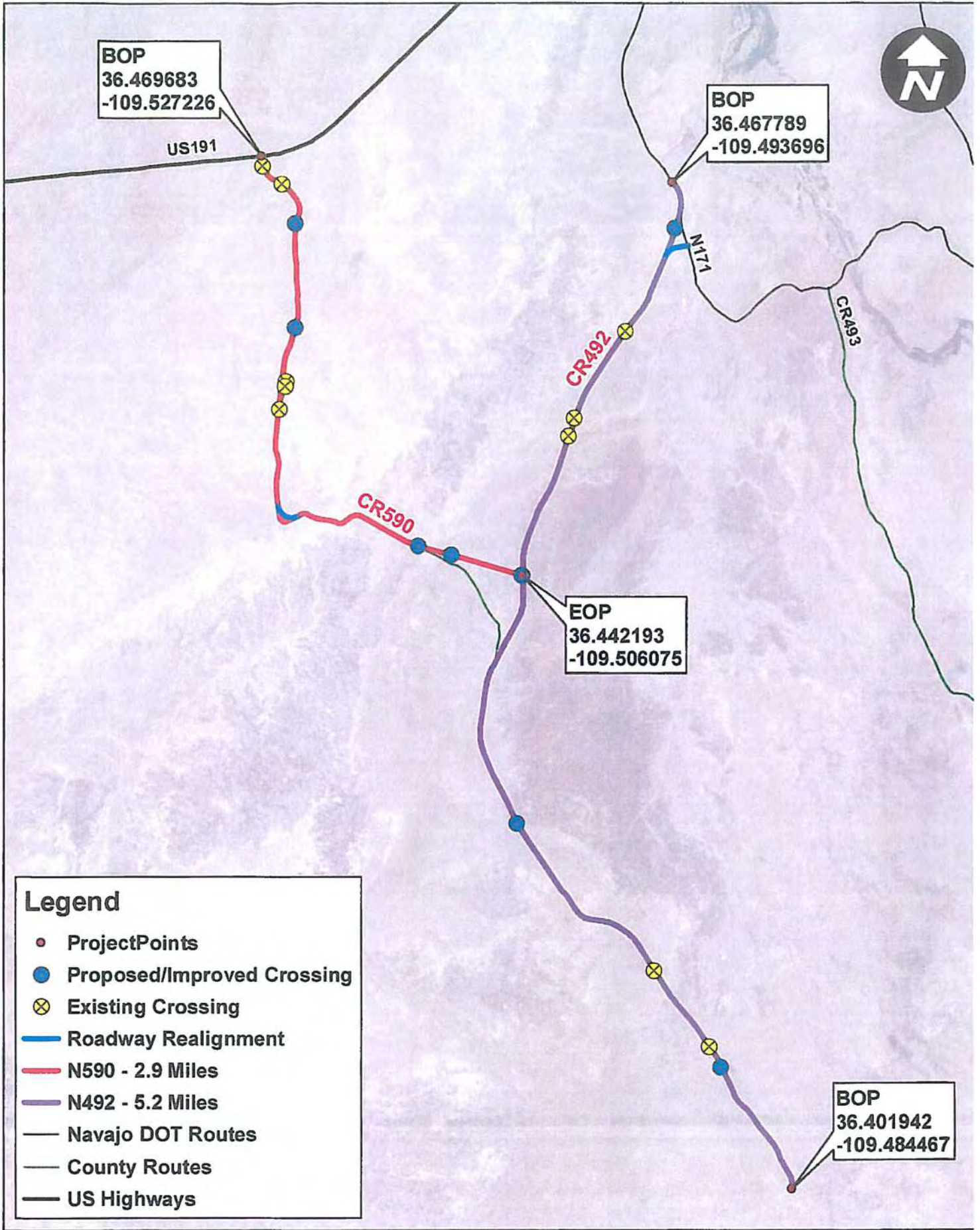
Sihasin Funds: The allocated funds will be used to improve C492 and C590 Round Rock by addressing the drainage, applying gravel, and soil stabilization for up to 8.3 miles. The Navajo Nation funding will not exceed \$579,687.63 which is considered a cost-share to the project. **Funding ends November 30, 2022. Funding extended**

Map

The project location map is attached.

Project Manager

Priscilla Lee



CR590 / CR492 Project Map

Apache County - Attachment B

Project 3

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N9402 Houck Road Plan/Design	2021	CAP 35-18 CJA-03-21	C01692.9024	\$85,000.00
Total				\$85,000.00

Scope of Work for N9402 Houck: The improvement will include addressing drainage, sub-grade preparation, building up the road where needed, and applying gravel and soil stabilization from 2 miles up to 10.3 miles.

The County will be responsible for all engineering services

Timeline

After NN164 Review is completed - NN OOC will issue a Transmittal with Contract No. Project needs to be completed by November 30, 2022. Funding extended

Funding

Navajo Nation Sihasin Funds. Project funds will expire November 30, 2022. Funding extended

Map :

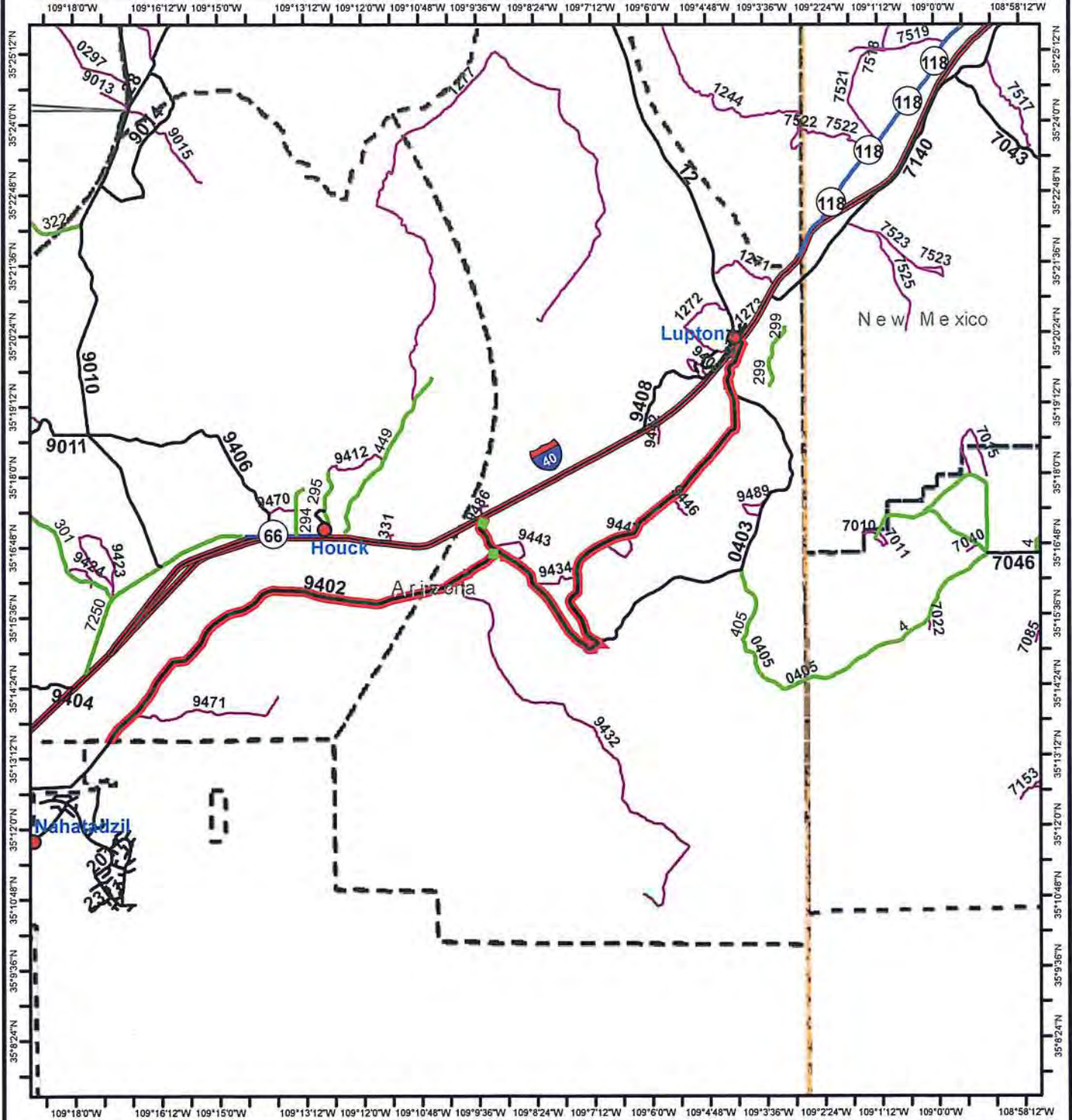
The project location map is attached.

Project Manager

Priscilla Lee, SPPS
plee@navajodot.org
505-371-8342



STRIP MAP ROUTE 9402 FORT DEFIANCE



- Legend**
- Chapter House
 - Selected Rt
 - BIA Roads
 - Inventory Rt
 - US Hwy
 - State Hwy
 - Interstate Hwy
 - County Road
 - Tribal Roads
 - Chapter Bndry
 - County Bdry
 - States

Length of Route: 20.6 miles
 Ownership: BIA
 Date: 4/15/2019

0 2
 Miles



Apache County - Attachment B

Project 4

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
#145 – Houck Cemetery Access Road	FY2021	CAP 35 – 18 CJA-03-21	N01411.9024	\$46,722.00
Total				\$46,722.00

Scope of Work for Houck: Cemetery

Location 1 – install 2 – 36” x 40’ culverts with end sections

Location 2 – install 1- 36” x 40’ culvert with end sections

Grade road using existing earth materials by creating flat bottom ditches and raising centerline profile.

Timeline

The construction may begin anytime from the execution of this Intergovernmental Agreement, Attachment “B”, and completed no later than November 30, 2022. Funding extended

Funding

Sihasin Funds: The allocated funds will be used on Houck Cemetery Access Road by addressing the drainage. The Navajo Nation funding will not exceed \$46,722.00 which is considered a cost-share to the project. Project funding ending **November 30, 2022. Funding extended**

Map

The project location map is attached.

Project Manager

Joseph Peterman, Department Manager

jpeterman@navajodot.org

(505) 371-8392

Apache County Attachment B

PROJECT 5

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N39 Kindalichee	2018	RDCMY-47-18	C01650.9024	246,750
			Total:	246,750

SCOPE OF WORK FOR N39 KINDAHLICHII:

Road Maintenance; Gravel placement and Stabilizer treatment for 1.5 miles.

Timeline:

The project needs to be completed by **September 30, 2022** . Funding extended

Funding

Navajo DOT Road Funds will **expire on September 30, 2022**. Funding extended

Map

See Attached; *N39_StripMap_121021.pdf*

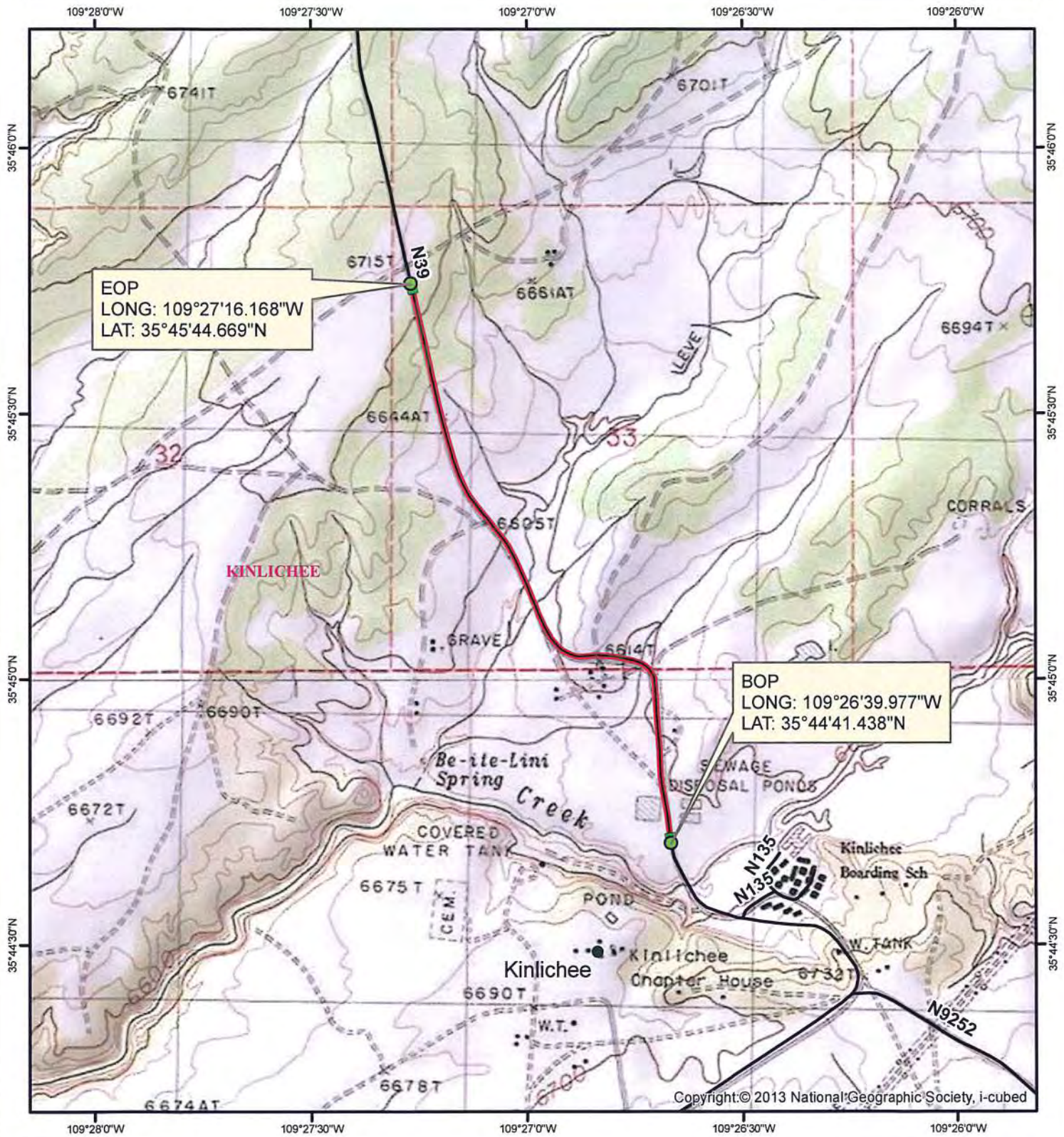
Project Manager

Wayne Williams, Civil Engineer, 505-371-8360

wwilliams@navajodot.org

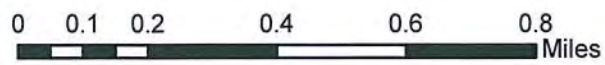


N39 - KINLICHEE CHAPTER FT. DEFIANCE AGENCY



Copyright:© 2013 National Geographic Society, i-cubed

- N39
- BIA Roads
- Chapter House
- Chapter Boundary



Route: N39
 Length: 1.50 Miles
 Date: Dec 10, 2021
 Ownership: BIA



Apache County Attachment B

PROJECT 6

PROJECT	FISCAL YEAR	APPROVING RESOLUTION	BUSINESS UNIT	AMOUNT
N203 Ganado	2021	RDCAU-14-21	C01863.9024	300,000
			Total:	300,000

SCOPE OF WORK FOR N39 KINDAHLICHII:

2 Miles of Sub-grade Preparation, Add Soil Stabilizer to 2 Miles of Road, Place 3-inches of FP-14 D Gravel. Beginning and Ending of the project is shown on the attached Strip Map.

Timeline:

Project needs to be **completed by September 30, 2024**

Funding

Navajo DOT Road Funds deadline is **September 30, 2024**

Map

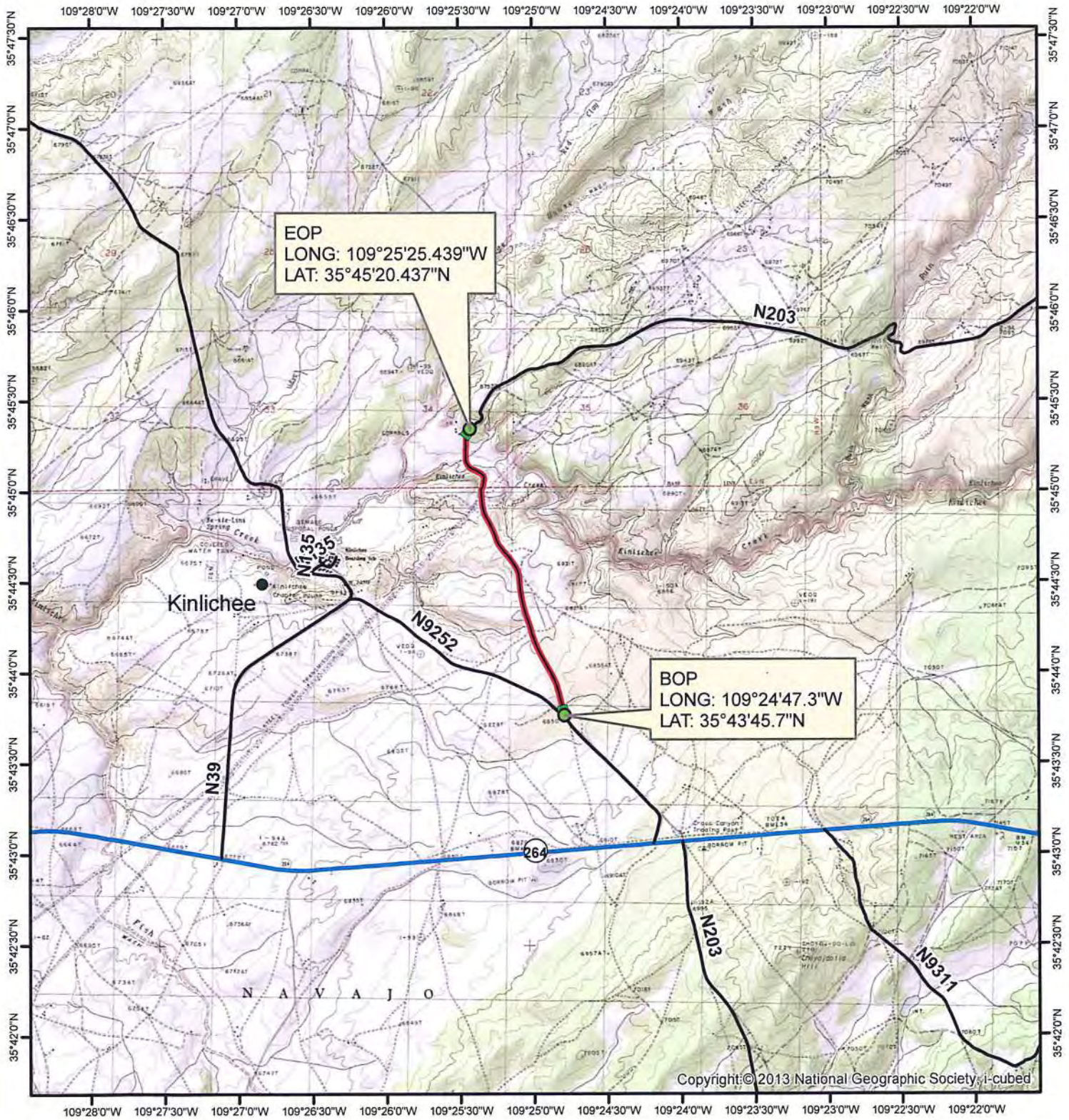
Map is attached

Project Manager

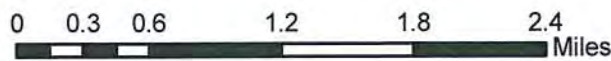
Brian Tsingine, Civil Engineer
505-371-8352
btsingine@navajodot.org



N203 - Kinlichee, AZ Ft. Defiance Agency



- Chapter House
- N203
- BIA Roads



Route: N203
Length: 2 Miles
Date: Mar 25, 2021
Ownership: BIA



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

www.apachecountyaz.gov

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

County Manager _____

Date/Signature: _____

ASD 6/27/23

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

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

BOS Meeting Date Requested 6/27/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____