



Joe Shirley, Jr.
Vice Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Nelson Davis
Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
AND THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
June 7, 2022
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
June 7, 2022**

1. Discussion and possible approval of IGA Contract #CTR055272 Title V Maternal and Child Health Healthy Arizona Families Amendment #2. This Amendment revises the Scope of Work and Price Sheet on the amount of \$91,587 which has been budgeted for in FY23.
2. Discussion and possible approval of the service and maintenance agreement with Pronto Biomedical Solutions effective May 1, 2022 through April 30, 2025 for maintenance and repair of medical equipment used in the clinics. This expense has been budgeted for FY22 and FY23.
3. Discussion and possible approval of Contract No. CTR050593, Amendment 2 of the Health Start Program. The contract would be extended for the 3rd year through July 5, 2023. This has been budgeted for in FY23.

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

June 7, 2022

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between May 3, 2022 and June 7, 2022. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated May 3, 2022 and May 5, 2022.
- *C. Request approval of the renewal of the contract with Johnson Appraisal to conduct the Board of Equalization hearings, effective July 1, 2022 through June 30, 2024.
- *D. District I: Request authorization to create the position of Community Outreach Coordinator (Range 35).

Election Department:

- *E. Request approval of the designated polling places for the upcoming August 2, 2022, Primary Election.

Treasurer's Office:

- *F. Request approval of a "Certificate of Removal and Abatement of Taxes" pursuant to A.R.S. §42-18351(1) & (4). Total taxes, penalties and interest to be abated in the amount of \$4,610.93 for property accounts R0015626 & R0050390.

Recorder's Office:

- *G. Request approval of the early voting sites and drop boxes for the August 2, 2022 Election.
- *H. Request approval to enter into a Maintenance and Operations Agreement with the Arizona Secretary of State. This is for the maintenance of a Statewide Voter Registration System (AVID) at a cost of \$4,144.53.
- *I. Request approval to amend the current Tyler Eagle Recorder contract to include Recording Access (formally Web Recording). This amendment is at no cost to the County.

Probation Services:

- *J. Request approval of an ongoing Family Counseling grant. The grant requires matching funds in amount of \$2,418 and the State of Arizona will disburse \$9,669 for a total of \$12,087.

Emergency Management:

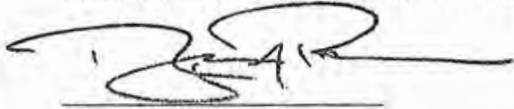
- *K. Notification that on May 26, 2022 Apache County entered into Stage 2 Fire Restrictions.
- *L. Request approval of an agreement between Apache County and Arizona Department of Forestry and Fire Management of set pricing for work to be completed on the HFI 21-311 grant for forest thinning.

2. Community Development: Discussion and possible approval of a conditional use permit allowing George and Michelle Iddings to store one Recreational Vehicle (RV) on their 3.5-acre property for use by family members when visiting and to allow for family members to bring their RV's occasionally to stay in while visiting; additional RV's will not be stored on the property. Property is located in Greer, AZ 85927. A.P.N. 102-08-032C. The Planning & Zoning Commission recommended approval with conditions on March 10, 2022. This item was tabled from the May 3, 2022 meeting.
3. Community Development: Discussion and possible approval of a conditional use permit allowing Michael & Toni Bragiel to store their personal travel trailer on their 0.72-acre property. Property is located in Greer, AZ 85927. A.P.N. 102-08-020B. The Planning & Zoning Commission recommended approval on March 10, 2022. This item was tabled from the May 3, 2022 meeting.
4. Engineering Department: Discussion and possible approval to add to the Project Specific Intergovernmental Agreement with the Navajo Nation, Attachment A Project 2-6.
5. Sheriff's Office: Discussion and possible approval to enter into a contract with Pragmatica for their Justice Web Interface System. This will provide an interface between the Superior and Justice Courts and the Sheriff's office to assist in ACIC/NCIC warrant maintenance.
6. County Attorney's Office: Discussion and possible approval to convert an Attorney III position (Range 71) into an Assistant Chief Deputy position (Range 78). These amounts have been budgeted for in FY23.
7. County Attorney's Office: Discussion and possible approval of the contract with Prosecutor by Karpel for the updated case management system.
8. County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3), discussion and possible approval of a Tax Appeal Settlement Recommendation regarding Parcel Number 203-39-059T as a part of a settlement agreement with Leon Revocable Living Trust, Et Al, in regard to Case ST2020-000681.

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

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

Posted this 2nd day of June, 2022 @ 3:00 p.m. by

A handwritten signature in black ink, appearing to read "Ryan N. Patterson", written over a horizontal line.

Ryan N. Patterson
Clerk of the Board

A circular stamp or signature in black ink, possibly containing the letters "BP" or similar, located to the right of the text "by".

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Stephanie McCarthy, Interim Director ACPHSD

Date/Signature: 04/25/2022

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

ACPHSD requests discussion and possible approval of IGA Contract #CTR055272 Title V Maternal and Child Health Healthy Arizona Families Amendment #2. This Amendment revises the Scope of Work and Price Sheet in the amount of \$91,587 which has been budgeted for in FY23. Exhibit A and B are included for FY23 which defines requirements for pass-through entities.

BOS Meeting Date Requested 06/07/2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 18th Ave Suite 530
Phoenix, Arizona 85007
Procurement Officer
Diana Landeros

Contract No.: CTR055272

IGA Amendment No.: 2

Title V Maternal and Child Health Healthy Arizona Families

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

1. Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchase Orders and Change Orders, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows under this amendment two (2):
 - 1.1. The Intergovernmental Agreement terms and conditions are revised to include additional terms and conditions as a result of the federal funding;
 - 1.2. The Scope of Work is revised and replaced;
 - 1.3. The Price Sheet is revised and replaced;
 - 1.4. Exhibit A is revised and replaced; and
 - 1.5. Exhibit B is added.

ALL CHANGES ARE IDENTIFIED BELOW IN RED

All other provisions of this agreement remain unchanged.

Apache County

Contractor Name:

PO BOX 697

Address:

St. Johns

Arizona

85936

City

State

Zip

Authorized Signature

Print Name

Title

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

Celeste Robertson

5/3/2022

Signature

Date

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

State of Arizona

Signed this _____ day of _____ 2022.

Celeste Robertson - Deputy County Attorney

Print Name

Procurement Officer

Contract No.: CTR055272, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No.: 2	

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



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.: CTR055272

IGA Amendment No: 2

Procurement Officer
Diana Landeros

2. Contract Type.

This Contract shall be:

☒ Cost Reimbursement

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.: **CTR055272**

IGA Amendment No: **2**

Procurement Officer
Diana Landeros

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



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.: **CTR055272**

IGA Amendment No: **2**

Procurement Officer
Diana Landeros

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

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

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

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

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

5. **Costs and Payments**

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

5.2. Recoupment of Contract Payments.

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

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

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

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

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

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

5.4. Applicable Taxes.

5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

6. **Contract Changes**

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

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

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

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

7. Risk and Liability

- 7.1. **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. **Mutual Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. **Force Majeure.**
- 7.3.1. **Liability and Definition.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. **Exclusions.** Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. **Notice.** If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. **Default.** Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.: CTR055272

IGA Amendment No: 2

Procurement Officer
Diana Landeros

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

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

9. State's Contractual Remedies

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

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

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

12. Communication

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

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

13. Client Grievances

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

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

14. Sovereign Immunity

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

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

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

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

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.fsrs.gov/>

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

21. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

21.1.1. Procure or obtain;

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

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

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

22. Technology Replacement

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

23. Authorization for Provision of Services

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

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

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

25. AMERICANS WITH DISABILITIES ACT OF 1990.

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

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

- 26.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 26.2 Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.
- 26.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

- 26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.
- 26.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 26.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 26.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 26.8 Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 26.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 26.10 Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 26.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 26.12 Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 26.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 26.14 Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

26.15 Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached Link: <https://harvester.census.gov/facweb/default.aspx/>

26.16 Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

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

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

26.18 Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid Unique Entity Identifier (UEI) profile and active registration with the System for Award Management (SAM) database.

26.19 Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

26.20 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

26.21 Grantee certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.: CTR055272

IGA Amendment No: 2

Procurement Officer
Diana Landeros

SCOPE OF WORK

1. BACKGROUND:

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." The ADHS conducts a five (5) year statewide needs assessment to examine key health indicators and provide a comprehensive overview of the health of Arizonans. ADHS published the 2019 Arizona State Health Assessment which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. This assessment informs other federally funded programs within ADHS that also require statewide needs assessments. One (1) of those programs is the Title V Maternal and Child Health Services Block Grant (hereafter Title V MCH Block Grant) located within the Bureau of Women's and Children's Health (BWCH);
- 1.2. The mission of the BWCH is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." The BWCH administers the federal Title V MCH Block Grant, other federally funded programs, as well as private, and state supported programs;
- 1.3. BWCH is responsible for the implementation of the Health Resources and Services Administration (HRSA) funded Title V MCH Block Grant. Established in 1935, in Title V of the Social Security Act, the goal of the Title V MCH Block grant is to improve the health and well-being of America's mothers, children and families including children with special health care needs by supporting and promoting the development and coordination of systems of care for the MCH population, which are family-centered, community based and culturally appropriate. The Title V MCH Block Grant has five (5) population domains which include: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children with Special Health Care Needs, Adolescent Health. The sixth (6th) domain addresses Cross-Cutting and Systems Building;
- 1.4. The Title V MCH Block Grant also requires that a five (5) year statewide needs assessment be conducted and submitted as one (1) of the grant deliverables. The purpose of the Title V MCH statewide needs assessment is to identify the priority health needs and issues of Arizona's maternal and child health populations through a collaborative and systematic data collection and analytic process with stakeholder input. This needs assessment process is guided by eight (8) overarching principles and values that include:
 - 1.4.1. Listen to those who are not traditionally involved,
 - 1.4.2. Learn from community members as well as the MCH Community,
 - 1.4.3. Honor and respect the work that others in the community and state have completed to assess the well-being of Arizona residents,
 - 1.4.4. Assess health disparities across communities including racial, socioeconomic and access,
 - 1.4.5. Use a life course development approach and address social determinants of health as a framework for planning,
 - 1.4.6. Recognize that social, political and economic policies and conditions impact health outcomes,
 - 1.4.7. Value the community as a core partner in public health and work to assure the equity in health, and
 - 1.4.8. Plan, develop and evaluate programs and systems of care which are comprehensive, community-based, culturally competent, coordinated and effective.
- 1.5. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#title-v>).

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

2. PURPOSE:

The purpose of this IGA is to leverage partnerships between ADHS and Local County Health Departments by providing Title V MCH Block Grant funding to support the implementation of health priorities identified through the Arizona Statewide Needs Assessment and MCH statewide needs assessment. This IGA is intended to provide flexibility to the Local County Health Department to meet the needs of local communities through high impact strategies that align with the 2020-2025 MCH health priorities, the identified national performance measures and administrative functions.

3. OBJECTIVES:

- 3.1. Counties will implement evidence-based/evidence-informed strategies at the local community level that:
 - 3.1.1. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for pregnant women, mothers and infants up to age one (1) for the Women/Maternal and Perinatal Infant population domains,
 - 3.1.2. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for the Child Health, Adolescent Health and Children with Special Health Care Needs population domains,
 - 3.1.3. Enhance family, youth, and community engagement for all five (5) population domains in the Title V MCH Block Grant including children and families with special health care needs, and
 - 3.1.4. Promote and implement evidence-based or evidence-informed strategies that enhance cross-cutting and system building infrastructure.

4. SCOPE OF WORK:

- 4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.
 - 4.1.1. Population domains include:
 - 4.1.1.1. Women/Maternal Health – women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;
 - 4.1.1.2. Perinatal/Infant Health – infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after;
 - 4.1.1.3. Child Health – children one (1) to ten (10) years of age;
 - 4.1.1.4. Adolescent Health – young people ages ten (10) to nineteen (19) years of age;
 - 4.1.1.5. Children/Youth with Special Health Care Needs – children/youth with a diverse range of needs ranging from behavioral and emotional conditions to chronic conditions, to more medically complex health issues;
 - 4.1.1.6. Cross-cutting and Systems Building - priority need such as oral health, access to care, injury prevention, etc. that is related to program capacity and/or systems-building as it applies to all/any of the MCH population domains; or
 - 4.1.1.7. Emerging Issues - projects and/or strategies that become prominent and are unique to a particular County, for example, reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

4.1.2. NPMs selected by the State and identified through the findings of a five (5) year needs assessment include:

- 4.1.2.1. NPM #1 - Well-woman visits - Percent of women, ages eighteen (18) through forty-four (44), with a preventive medical visit in the past year, and family planning services;
- 4.1.2.2. NPM #4 Breastfeeding – A) Percent of infants who are ever breastfed and B) Percent of infants breastfed exclusively through six (6) months of age;
- 4.1.2.3. NPM #6 Developmental Screening - Percent of children, ages nine (9) through thirty-five (35) months, who received a developmental screening using a parent-completed screening tool in the past year;
- 4.1.2.4. NPM #9 Bullying - Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others;
- 4.1.2.5. NPM #10 Adolescent well visits - Percent of adolescents, ages twelve (12) through seventeen (17), with a preventive medical visit in the past year;
- 4.1.2.6. NPM #12 Transition - Percent of adolescents with and without special health care needs, ages twelve (12) through seventeen (17), who received services necessary to make transitions to adult health care; and
- 4.1.2.7. NPM #13 Preventive dental visits for pregnant women, children and adolescents - A) Percent of women who had a dental visit during pregnancy; and B) Percent of children, ages one (1) through seventeen (17), who had a preventive dental visit in the past year.

4.1.3. If strategies selected by the Counties do not align with the State selected NPMs listed above, BWCH in partnership with Counties will develop State Performance Measures (SPMs) as needed to measure priority needs that have not been addressed through the selected NPMs, and

4.1.4. Counties may elect to provide Family Planning Services which would qualify under NPM #1 and the Women/Maternal Health population domain:

- 4.1.4.1. Implement a clinic based reproductive health program which enhances maternal and child health;
- 4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age; and
- 4.1.4.3. Adhere to the [ADHS Family Planning Policy and Procedure Manual](https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning) (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>).

4.2. This IGA offers a variety of evidence-based and evidence-based informed strategies designed to promote and positively impact the health status and outcomes of the MCH population in Arizona. Contingent upon available funding, Local County Health Departments are expected to implement at multiple levels, in accordance with local community needs infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based/evidence-informed strategies (Attachment B) or to propose their own evidence-based/evidence informed strategies that are identified as a need in their communities;

4.3. MCH has created Skill Sets in each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities (Attachment B); and

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

- 4.4. Where applicable, strategies shall be inclusive of children with special health care needs. Though counties are not required to implement strategies to specifically target this population, strategies designed for children, adolescents, and families assume an integrated approach that includes this population.

5. EVALUATION:

- 5.1. Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan; and
- 5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the new Title V MCH Priorities and Performance Metrics.

6. APPROVALS:

- 6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;
- 6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;
- 6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;
- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation;
- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and
- 6.8. Request approval in writing to the MCH HAF IGA Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
- 6.8.1. Requests can be made via email and shall include the following information:
- 6.8.2. Type of equipment requesting to be purchased,
- 6.8.3. Cost of equipment, and
- 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

7. TASKS:

- 7.1. The Local County Health Department Contractor shall for the overall IGA:
 - 7.1.1. Develop and submit an Annual Budget Workbook due January 15th of each year for the following year's budget period, including the federally approved indirect rate letter,
 - 7.1.2. Develop and implement an Annual Action Plan within the first forty-five (45) days of each budget period,
 - 7.1.3. Implement the selected approved evidence-based and/or evidence-informed strategies outlined in County Action Plans,
 - 7.1.4. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training, and
 - 7.1.5. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources.
- 7.2. Complete tagging and inventory of equipment in compliance with the policy in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf>;
 - 7.2.1. Submit documents to the MCH HAF Program Manager pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and
 - 7.2.2. Documents shall include the make, model, serial number, and acquisition date of the asset.
- 7.3. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual;
 - 7.3.1. <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%20200113.pdf>, and
 - 7.3.2. <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.
- 7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;
 - 7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,
 - 7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;
 - 7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and
 - 7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the MCH HAF Program Manager.
 - 7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>, which includes but is not limited to:

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	

- 7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.
- 7.4.3. Justification for providing food at events requires but is not limited to:
 - 7.4.3.1. How providing food serves a valid public purpose and does not violate the "gift clause",
 - 7.4.3.2. Is an integral part of the function, and
 - 7.4.3.3. Benefits to the community.
- 7.4.4. A speaker/presentation during the time the meal is provided is required, and
- 7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings:
https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting_policy.pdf.
- 7.5. Comply with all federal reporting requirements;
- 7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;
- 7.7. Counties implementing Family Planning Programs with MCH HAF IGA funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual (Available here:<https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>); and
- 7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.
- 7.9. ADHS will provide:
 - 7.9.1. Review, feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submitting,
 - 7.9.2. Review, feedback, and approval of the annual Budgets Workbooks, CERs and Supporting Documentation within thirty (30) days of submission,
 - 7.9.3. Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,
 - 7.9.4. Samples of evidence-based and/or evidence-informed strategies and supporting resources,
 - 7.9.5. A Quarterly Reporting template upon execution of the IGA,
 - 7.9.6. The Annual Action Plan template upon execution of the IGA,
 - 7.9.7. Annual Budget Workbook and CER templates upon execution of the IGA,
 - 7.9.8. Outcome Measures and examples of process, or intermediate performance measures, as needed,
 - 7.9.9. Access to virtual technical assistance and guidance from ADHS staff, Local County Health Department peers/mentors, and subject matter experts related to the strategies for which the County has received funding, and
 - 7.9.10. Coordinate and conduct annual Contractor site visits.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	

8. STATE PROVIDED ITEMS:

- 8.1. Attachment A – Maternal and Child Health National Performance Measures Framework;
- 8.2. Attachment B – Evidence-Based/Evidence-Informed Strategies for MCH Domains;
- 8.3. Attachment C – Contractor Expenditure Report (CER);
- 8.4. Attachment D – Financial Supporting Documentation;
- 8.5. Attachment E – Line Item Budget Move Request;
- 8.6. Attachment F – Request for Purchase of Food;
- 8.7. Attachment G – Emerging Issues Approval Process;
- 8.8. Upon execution of IGA:
 - 8.8.1. Action Plan Template,
 - 8.8.2. Quarterly Report Template,
 - 8.8.3. Contractor Expenditure Report (CER) template, and
 - 8.8.4. Budget Workbook Template.

9. RESTRICTIONS:

- 9.1. Funds cannot be used for any of the following:
 - 9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,
 - 9.1.2. Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnancy women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS),
 - 9.1.3. Cash payments to intended service recipients of health services,
 - 9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the ADHS has obtained a waiver from the Secretary of DHHS,
 - 9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,
 - 9.1.6. Providing funds for research or training to any entity other than a public or non-profit private entity, and
 - 9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

10. DELIVERABLES:

- 10.1. Annual Action Plan within the first forty-five (45) days of each budget period;
- 10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.
 - 10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and
 - 10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.
- 10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;
- 10.5. Annual Budget Workbook due by January 15th, for the next year's fiscal period;
- 10.6. Family Planning Programs funded through this IGA will submit monthly data into the Family Planning Database as outlined in the policies and procedures manual.
- 10.7. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),
 - 10.7.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and
 - 10.7.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.
- 10.8. Provide the MCH HAF Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:
 - 10.8.1. Name, title, email address and phone numbers,
 - 10.8.2. Staff Resumes, and
 - 10.8.3. Program area assigned.
- 10.9. Submit the MCH HAF Program Manager of all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;
- 10.10. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the MCH HAF Program Manager and a IGA amendment issued by ADHS Procurement; and
- 10.11. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

- 11.1. Notices, correspondence, reports, supporting documentation, and invoices/CERs from the County contractors to ADHS shall be sent to:

Alison Lucas
 MCH HAF Program Manager
 Arizona Department of Health Services
 150 N. 18th Avenue
 Phoenix, AZ 85007-3242
 Email: alison.lucas@azdhs.gov

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

Kimberly Penrod
 Apache County
 PO BOX 697
 St. Johns, AZ 85936
 Email: kpenrod@co.apache.az.us



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.: **CTR055272**

IGA Amendment No: **2**

Procurement Officer
Diana Landeros

PRICE SHEET

July 1, 2022 - June 30, 2023

Account Classification	Line Item Totals
Personnel	\$ 40,976.00
Employee Related Expenses	\$ 20,488.00
Professional & Outside Services	\$ 9,600.00
Travel Expenses	\$ 2,932.00
Occupancy Expenses	\$ 0.00
Other Operating Expenses	\$ 17,591.00
Capital Outlay Expenses	\$ 0.00
Indirect Cost Expenses (if authorized)	\$ 0.00
Total Contract Amount (Not to Exceed)	\$ 91,587.00

The County 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.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

Exhibit A - 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:

UEI #

Arizona Department of Health Services

QMWUG1AMYF65

Federal Award Identification (Grant Number):

6 B04MC45199-01-01

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

Apache County

Subrecipient's unique entity identifier (UEI #):

DJ1FMTLJL4V6

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

B0445199

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:

12/15/2021

Subaward Period of Performance Start and End Date;

07/01/2022-06/30/2023

Subaward Budget Period Start and End Date:

07/01/2022-06/30/2023

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

\$53,799.68

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):

N/A

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

\$91,587.00

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

Maternal and Child Health Services



INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.: **CTR055272**

IGA Amendment No: **2**

Procurement Officer
Diana Landeros

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

Health Resources and Services Administration

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:

93.994 - Maternal and Child Health Services Block Grant to the States

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%

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

Exhibit B - 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:

UEI #

Arizona Department of Health Services

QMWUG1AMYP65

Federal Award Identification (Grant Number):

TBD

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

Apache County

Subrecipient's unique entity identifier (UEI #):

DJ1FMTLJL4V6

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

TBD

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;

TBD

Subaward Period of Performance Start and End Date;

07/01/2022-06/30/2023

Subaward Budget Period Start and End Date:

07/01/2022-06/30/2023

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

\$37,787.32

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):

N/A

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

\$91,587.00

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

Maternal and Child Health Services

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055272	IGA Amendment No: 2	Procurement Officer Diana Landeros

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

Health Resources and Services Administration

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:

93.994 - Maternal and Child Health Services Block Grant to the States

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%

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Stephanie McCarthy, Interim Health Director ACPHSD

Date/Signature: 05/11/2022

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

ACPHSD requests discussion and possible approval of the service and maintenance agreement with Pronto Biomedical Solutions effective May 1, 2022 thru April 30, 2025 for maintenance and repair of medical equipment used in the clinics. This expense has been budgeted for FY22 and FY23.

BOS Meeting Date Requested 06/07/2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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



SERVICE AND MAINTENANCE AGREEMENT

This SERVICE AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between **Pronto Biomedical Solutions, LLC** ("Pronto") with offices at 4947 E_Mining Camp St., Apache Junction, AZ 85119 and the undersigned client, **Apache County Public Health Services District** ("Client"), with offices at PO Box 267 St. Johns, AZ 85936 including the parties' respective successors and assigns, agree as follows:

1. **Purpose.** Client owns or has leased the medical and health service equipment set forth on Exhibit "A" (the "Equipment") and hereby engages Pronto to provide maintenance and repair services for the Equipment, as may change from time to time as agreed between the parties.

2. **Services.** Pronto agrees to provide the services set forth on Exhibit "B" (the "Services") for an initial term of 3 years commencing on May 1, 2022 and ending April 30, 2025 (the "Term"). Services will be provided at Client's location(s) (the "Site") unless otherwise directed by Pronto.

3. **Termination.**

(a) Termination or Renewal. This Agreement shall automatically renew in successive one (1) year increments (each a "Renewal Term") on the agreed upon terms and conditions unless either party provides written notice of termination not less than thirty (30) days prior to the end of the Term or a Renewal Term.

(b) Termination for Cause. Either Party may terminate this Agreement for material breach or default of the other Party upon 10 days written notice to the breaching Party ("Notification Period"). If the breaching Party does not cure the material breach or default within the Notification Period, (a "Default") this Agreement will automatically terminate at the end of the Notification Period.

(c) Termination for Convenience. Either party may terminate this Agreement at any time with or without cause upon giving ninety (90) days prior written notice to the other party.

(d) Termination upon Modification. If in the event that Pronto revises its fee schedules as permitted under this Agreement then, within ten (10) days after notice of such modification, Client may terminate this Agreement with thirty (30) days written notice.

4. **Client's Responsibilities.** Client shall provide the following assistance at its sole cost and expense.

(a) Client shall undertake to release all Equipment which is being maintained by Pronto from all operational demands when so requested to do so by Pronto in order for it to perform the Services. Alternatively, Client shall ensure that Pronto's personnel have full and safe access to the Equipment at all reasonable times for the purpose of providing the Services. Client shall also ensure that such access conforms to any specifications issued by Pronto from time to time.



(b) Client agrees to provide its reasonable cooperation in obtaining necessary servicing tools and access for Pronto in the event any OEM does not make same available to Pronto.

(c) Client shall provide on request a suitably qualified or informed representative, agent, or employee to accompany Pronto's personnel when providing the Services or to render such assistance or to give such advice as will enable Pronto to exercise unrestricted access to the Site and the Equipment and otherwise to perform the Services effectively.

(d) Client shall supply phone, facsimile, internet access, lighting for all work areas, main and auxiliary electrical power necessary for the operation of all equipment when requested by Pronto for the provision of the Services.

(e) Client shall furnish sufficient information which, in Pronto's reasonable opinion, will enable the Services to be carried out forthwith and without interruption.

(f) Nothing in this Agreement shall relieve Client from its obligations to perform normal day to day maintenance on the Equipment as per the operator's manuals supplied by the manufacturer or Pronto including but not limited to normal cleaning procedures, checks and adjustments designed for operational use.

(g) During the continuance of this Agreement, Client shall not carry out or attempt to carry out modifications to, repair of, experiments on, or maintenance of the Equipment other than day to day maintenance and the Customer shall not permit any other person except Pronto to carry out such work unless prior written approval from Pronto.

5. Fees and Billing.

(a) Fees. Pronto will provide the Services at the prices set forth on Exhibit B. Pronto may adjust the fees annually with thirty (30) days written notice to Client. The revised fees will take effect as set forth in the notice, but not less than thirty (30) days following the date of each notice.

(b) Billing. Pronto will invoice Client in accordance with Exhibit "B" on a monthly basis. Client will pay each invoice Net 30. Payments not made before the due date shall accrue interest at eighteen percent (18%) *per annum* until paid in full. Payments shall be applied to the oldest outstanding invoices first. All invoices shall be due and payable immediately upon termination of this Agreement.

6. **Insurance.** Pronto will provide Client with a certificate of insurance, upon request by Client, which shall set forth the insurance coverage carried by or on behalf of Pronto with respect to the Services provided hereunder. Pronto may reasonably self-insure its obligations hereunder.

7. **Independent Contractors.** Pronto will for all purposes be considered an independent contractor. Accordingly, neither Pronto nor any of its employees will be considered to be an



employee, joint employee or co-employee of Client for any purpose whatsoever, including without limitation, any salary, wages, bonuses, commissions, overtime, penalties, fringe benefits or payments for fringe benefits, withholdings, taxes, contributions or other payments of any form or kind for wages or benefits. Further, nothing in this Agreement shall be construed to establish a joint venture between Pronto and Client.

8. **Remedies.** Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of this Agreement or available to a party is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party will not constitute a waiver of the right to pursue other available remedies.

9. **Attorneys' Fees.** In the event any legal action or other proceeding is pursued for the enforcement of this Agreement, or arising out of any dispute, breach, default or misrepresentation in connection with the Agreement, then the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled, including without limitation costs and attorneys' fees on appeal and collection.

10. **Miscellaneous.**

(a) **Governing Law, Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with applicable U.S. federal law and the laws of the State of Arizona, without regard to conflict of law principles. Each party consents to the exclusive jurisdiction and venue of the U.S. federal and Arizona state courts located in and serving Maricopa County, Arizona, in connection with any dispute or controversy arising out of or in connection with this Agreement or its subject matter.

(b) **Notice.** All notices under this Agreement must be in writing and sent to the applicable address for notices set forth above, or to such other address as a party may designate by providing notice in accordance with this Section. Notices are deemed given when delivered personally, by overnight delivery upon written verification of receipt, or by certified or registered mail, return receipt requested, upon verification of receipt.

(c) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal, it will be severed, and the remainder of this Agreement will remain in full force and effect.

(d) **Limitation on Actions.** No action or proceeding to enforce any rights arising under or relating to this Agreement shall be commenced more than one year after the occurrence of the specific events giving rise to the cause of action upon which such action or proceeding is based.



(e) No Implied Waiver. No waiver of any right under, or breach of, this Agreement will be effective unless in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced. No delay or failure by either party to exercise any right under this Agreement, and no partial exercise of any right under this Agreement, will constitute a waiver of that right or any other right. No waiver of any right under, or breach of, this Agreement will operate as a waiver of any other right or breach, or of the same right or breach on a future occasion.

(f) Assignment. Client will not assign, transfer or subcontract this Agreement or all or any portion of the Services or delegate any of its duties hereunder without Pronto's express prior written consent which will not be unreasonably withheld. Any assignment in contravention of this provision will be null and void. This Agreement will be binding on all permitted assignees and successors in interest. Pronto may assign this Agreement, at any time, by providing Client written notice to: (a) any entity which is a successor to Pronto either by merger or consolidation, (b) a purchaser of all or substantially all of Pronto's assets, or (c) an entity which will directly or indirectly control, be under the control of, or be under common control with Pronto.

(g) Availability of Records. When required by federal and/or state regulations for four (4) years after the provision of services pursuant to this Agreement, Pronto shall make available to the Health and Human Services Secretary, or the Comptroller General, or their duly authorized representatives, this Agreement, books, documents, and records of Pronto that are reasonably necessary to certify the nature and extent of such costs. If Pronto carries out any of the duties of this Agreement through a subcontract with a value of cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontracts shall contain a clause to the effect that until the expiration of four (4) years after the provision of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Health and Human Resources Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such organization that are necessary to verify the nature and extent of such cost.

(h) Entire Agreement. This Agreement, including its Exhibits, amendments and addendums, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings of the Parties, whether written or oral, with respect to such subject matter.

(i) Modification. Except for an annual modification of the fees for Services, any modification, extension or amendment of this Agreement must be in writing and signed by a duly authorized representative of each of the parties.

(j) Subcontractors. Pronto reserves the right to subcontract its obligations to perform all or any portion of the Services hereunder to an authorized third party, so long as the provision



of Services meets or exceeds the requirements herein. Pronto shall remain liable for provision and performance of Services, unless otherwise specifically agreed to in writing by Client.

(k) Excusable Delays. Neither party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, public acts, utility or communications delays or failures not caused by such party's negligence or fault, accidents not caused by such party's negligence or fault, labor disputes, war, or failure of the other party to provide data that it is required to provide under this Agreement (altogether a "Force Majeure Event"). The parties will promptly resume performance hereunder after the Force Majeure Event has passed; however, if a delay continues for 60 days or more, the party not experiencing the Force Majeure Event may terminate this Agreement without penalty upon written notice to the other Party.

(l) Sanctions. Client hereby expressly represents and warrants to Pronto that none of Client's signature authorities and none of those signature authorities' immediate family have been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to provisions of 42 U.S.C. § 1320 a.7, or been excluded from government contracts by the General Services Administration (GSA). Further, if, during the term of this Agreement, any of Client's signature authorities, or any of those signature authorities' immediate family is placed on the sanctions list, Client shall immediately notify Pronto in writing of the event and such notice shall contain reasonably sufficient information to allow Pronto to determine the nature of the sanction. Pronto shall have the right to terminate this Agreement immediately by written notice to Client if any of Client's signature authorities or any of those signature authorities' immediate family is placed on the sanctions list or banned from government contracts by GSA.

11. **Indemnification.** Each party agrees to defend, to indemnify, and to hold harmless the other, its affiliates, employees, agents, principals, or assigns, from any liability including, but not limited to, damages, costs, interest, and reasonable attorney's fees, arising from any negligent or intentional act or omission of such party, in performing or failing to perform the party's obligations under this Agreement. The principles of comparative negligence shall apply in the event that each party has participated in the act causing liability based upon its relative degree of fault as established by compromise, arbitration or litigation.

12. **Limitations of Liabilities.** Pronto shall not be liable for any loss or damage caused by delay in furnishing the Services. In no event shall Pronto be liable for any special, consequential, incidental, punitive, indirect or similar damages (including, without limitation, lost profits, loss of use, loss of revenue, or lost data) arising out of this Agreement (whether for breach of contract, tort, negligence or other form of action), or its cancellation, irrespective of whether Client has been advised of the possibility of any such loss or damage. In no event shall Pronto be liable for any damages under or arising out of this Agreement in excess of the aggregate amounts actually paid by the Client to Pronto over the immediately preceding twelve (12) month period. under this Agreement. The parties agree that the limitations on liability set forth in this Agreement are



independent of any exclusive or limited remedies and shall survive and apply even if such remedies are found to have failed of their essential purpose.

13. **Warranty.** Pronto warrants that (i) it will provide the Services in a proper, workmanlike and professional manner at all times; (ii) it will exercise the reasonable standards of skill, care and diligence in the performance of the Services; (iii) its personnel possess the required skills and experience required to provide the Services; and (iv) that all parts shall be new or certified to perform as new. Other than as expressly provided for herein, no IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. The above warranties shall not replace or supersede the warranty applicable to the Equipment as specified in any sale and purchase agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend for it to be effective upon the full execution by both parties.

PRONTO BIOMEDICAL SOLUTIONS, LLC APACHE COUNTY PUBLIC HEALTH

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A

Facility	Manufacturer	Model	Serial Number	Type Description	Frequency
APACHE CNTY HEALTH	HEMOCUE	HB-201+	0726013498	ANALYZERS, LABORATORY, HEMATOLOGY, HEMOGLOBIN	1
APACHE CNTY HEALTH	HEMOCUE	HB-201+	0924013070	ANALYZERS, LABORATORY, HEMATOLOGY, HEMOGLOBIN	1
APACHE CNTY HEALTH	LW SCIENTIFIC	E8	1008472	CENTRIFUGES, TABLETOP, LOW-SPEED, NONREFRIGERATED	1
APACHE CNTY HEALTH	ZOLL MEDICAL CORP	AED PLUS	X16A811612	DEFIBRILLATORS, EXTERNAL, AUTOMATED	1
APACHE CNTY HEALTH	ZOLL MEDICAL CORP	AED PLUS		DEFIBRILLATORS, EXTERNAL, AUTOMATED	1
APACHE CNTY HEALTH	MIGALI SCIENTIFIC	EVOX-U1F-ADA	11167580	FREEZERS	1
APACHE CNTY HEALTH	STERLING ULTRACOOOL			FREEZERS, LABORATORY	1
APACHE CNTY HEALTH	MIGALI SCIENTIFIC	EVOX-1F	5219900	FREEZERS, LABORATORY	1
APACHE CNTY HEALTH	SCHORRBOARD	ICA (420)	NONE	HEIGHT MEASUREMENT INSTRUMENTS	1
APACHE CNTY HEALTH	PERSPECTIVE ENTERPRISE	NONE	NONE	HEIGHT MEASUREMENT INSTRUMENTS	1
APACHE CNTY HEALTH	SCHORRBOARD	ICA (420)	NONE	HEIGHT MEASUREMENT INSTRUMENTS	1
APACHE CNTY HEALTH	DLM	IN-8457	C15000991	HEIGHT MEASUREMENT INSTRUMENTS	1
APACHE CNTY HEALTH	MASIMO CORP	RAD-5	752321	OXIMETERS, PULSE	1
APACHE CNTY HEALTH	MASIMO CORP	RAD-5	791952	OXIMETERS, PULSE	1
APACHE CNTY HEALTH	MIGALI SCIENTIFIC	G-2R	07816072200920003	REFRIGERATORS, PHARMACY	1
APACHE CNTY HEALTH	HEALTHOMETER	500KL	5000010302	SCALES, FLOOR	1
APACHE CNTY HEALTH	HEALTHOMETER	499KL	4990000399	SCALES, FLOOR	1
APACHE CNTY HEALTH	SECA	876 1321 009	5876241083492	SCALES, FLOOR	1
APACHE CNTY HEALTH	HEALTHOMETER	499KL	4990000753	SCALES, FLOOR	1
APACHE CNTY HEALTH	ANGEL USA	3V2.0	NONE	SCALES, FLOOR	1
APACHE CNTY HEALTH	TANITA CORP OF AMERICA	BD-585	NONE	SCALES, INFANT	1
APACHE CNTY HEALTH	TANITA CORP OF AMERICA	BD-585	891105	SCALES, INFANT	1
APACHE CNTY HEALTH	HEMOCUE	HB-201+	1111013166	ANALYZERS, LABORATORY, HEMATOLOGY, HEMOGLOBIN	1
APACHE CNTY HEALTH	HEMOCUE	HB-201+	0924013154	ANALYZERS, LABORATORY, HEMATOLOGY, HEMOGLOBIN	1
APACHE CNTY HEALTH	LW SCIENTIFIC	E8	1205523	CENTRIFUGES, TABLETOP, LOW-SPEED, NONREFRIGERATED	1
APACHE CNTY HEALTH	ZOLL MEDICAL CORP	AED PLUS	X16G852720	DEFIBRILLATORS, EXTERNAL, AUTOMATED	1
APACHE CNTY HEALTH	MIGALI SCIENTIFIC	EVOX-U1F-ADA	11188570	FREEZERS	1
APACHE CNTY HEALTH	STERLING ULTRACOOOL			FREEZERS, LABORATORY	1
APACHE CNTY HEALTH	MIGALI SCIENTIFIC	EVOX-1F	5219903	FREEZERS, LABORATORY	1



APACHE CNTY HEALTH ST JOHNS	PERSPECTIVE ENTERPRISE	STADIOMETER	NONE	HEIGHT MEASUREMENT INSTRUMENTS	1
APACHE CNTY HEALTH ST JOHNS	PERSPECTIVE ENTERPRISE	STADIOMETER	NONE	HEIGHT MEASUREMENT INSTRUMENTS	1
APACHE CNTY HEALTH ST JOHNS	PERSPECTIVE ENTERPRISE	STADIOMETER	NONE	HEIGHT MEASUREMENT INSTRUMENTS	1
APACHE CNTY HEALTH ST JOHNS	MASIMO CORP	RAD-5	751750	OXIMETERS, PULSE	1
APACHE CNTY HEALTH ST JOHNS	MASIMO CORP	RAD-87A	777408	OXIMETERS, PULSE	1
APACHE CNTY HEALTH ST JOHNS	MIGALI SCIENTIFIC	G-2R-HC	00318031200920001	REFRIGERATORS	1
APACHE CNTY HEALTH ST JOHNS	HEALTHOMETER	NONE	NONE	SCALES, FLOOR	1
APACHE CNTY HEALTH ST JOHNS	HEALTHOMETER	499KL	4990000395	SCALES, FLOOR	1
APACHE CNTY HEALTH ST JOHNS	ANGEL USA	3V2.0	NONE	SCALES, FLOOR	1
APACHE CNTY HEALTH ST JOHNS	TANITA CORP OF AMERICA	BD-585	NONE	SCALES, INFANT	1
APACHE CNTY HEALTH ST JOHNS	BITTER	100	CD008250	TABLES, EXAMINATION/TREATMENT	1

If, in the reasonable opinion of either party, the addition or deletion of major equipment necessitates an adjustment to Exhibit A, a written Addendum itemizing the adjustment shall be negotiated in good faith and signed by authorized representatives of both parties.



EXHIBIT B

SERVICES AND FEES

Pronto agrees to provide the Preventive Maintenance (PM) Services for Client's Equipment at the prices set forth below. Pronto shall have the right to make annual adjustments to the fees in an amount not to exceed Five Percent (5%) by giving Client thirty (30) days written notice.

A. Scheduled PM Service. As recommended by the Arizona Department of Health Services (ADHS), Joint Commission, American College of Radiology (ACR), Accreditation Association for Ambulatory Health Care, Inc. (AAAHC) and other licensing and accrediting agencies, periodic maintenance is scheduled to include:

PM EQUIPMENT SERVICES

- All Scheduled PM Labor/Travel Charges Included in Annual Fee
- Invasive/Non-Invasive Output Verification
- Electrical Safety Inspection
- Physical Inspection and Functional Check
- Identification of Equipment Requiring Repair
- Complete Service History Documentation
- Overall Equipment Inventory by Location
- PM pass/fail summary (each inspection)
- PM completion %
- Delinquent Scheduled Maintenance Report
- Year-to-Date Service History Summaries
- 1 hour telephone response
- On site repairs billed at applicable hourly rate

FACILITY	FREQUENCY	ANNUAL FEE
Apache County – Springerville	Annual	\$ 1,355.00
Apache County – St. Johns	Annual	\$ 987.00



B. Demand Repair and Billable Services.

Client will be invoiced for labor, travel, initial inspections, parts, and shipping, as incurred during demand repair. PM parts, intentional physical damage, obsolescence, factory overhauls (e.g., refurbishments, upgrades, modifications), and special projects (e.g., installations/removals), are billed time and materials as incurred.

Demand Labor Rates	3-YEAR
Standard BMET, business hours.	\$112.50
Standard BMET, after-hours.	\$225.00
Standard IMAGING TECH, business hours.	\$157.50
Standard IMAGING TECH, after-hours.	\$315.00
Specialist Technician, business hours.	\$250.00
Specialist Technician, after-hours.	\$500.00

Travel Zone Charges		
Travel, Zone 1	\$ 100.00	50 Mile Radius, Standard travel per/tech during normal business hours.
Travel, Zone 2	\$ 300.00	100 Mile Radius, Standard travel per/tech during normal business hours.
Travel, Zone 3	\$ 500.00	300 Mile Radius, Standard travel per/tech during normal business hours.
Travel, Zone 4	\$1,000.00	500 Mile Radius, Standard travel per/tech during normal business hours.
Travel, Zone 5	Quote	>500 Mile Radius, Airfare, Travel outside of normal business hours.

C. Scheduling:

Scheduled Maintenance Services will be provided during Pronto's normal working hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Pronto will provide Client with a Schedule describing when Client shall make the Equipment available for regular Scheduled Maintenance Service.

D. Response Time:

One hour telephone response time. If the problem is determined by Pronto to be a failure requiring on-site service, a BMET will be dispatched. Pronto provides on-site response within forty-eight (48) hours.

E. Computerized Maintenance Management System:

An important part of the program is our Computerized Maintenance Management System. The database tracks all assets and maintains repair and maintenance cost information for each piece of equipment in the program. This information is used to document all regulatory requirements as well as to identify operational issues, improve service levels, and to drive down costs. The database is used to create several reports that are shared with the appropriate facility staff.



F. Quarterly Review:

Designated representatives from both parties shall meet quarterly to review (a) Pronto's performance under this Agreement, (b) Client's service needs, and (c) other appropriate matters involving the relationship between Client and Pronto. Mutually agreed upon adjustments to the Clinical Equipment Services fee may be made at this time due to inventory changes.

G. Authorized Client Personnel:

At the time of execution of this Agreement, the following personnel are designated as the representatives of Client who have been authorized to schedule maintenance, repairs and other services with Pronto pursuant to this Agreement.

(1) Corrina Waddell

Pronto shall use its best efforts to coordinate the services provided hereunder with the representative of Client authorizing or requesting service and said representative shall sign all authorizations or other documents required to be signed by Client hereunder. Client shall provide Pronto with any changes in authorized personnel immediately, i.e., within three (3) business days. In any event, Client agrees to pay Pronto for emergency services provided hereunder in response to a request for service by any employee of Client if Pronto is unable to verify the request with an authorized representative named herein within the specified time for such.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Stephanie McCarthy, Interim Health Director ACPHSD

Date/Signature: _____

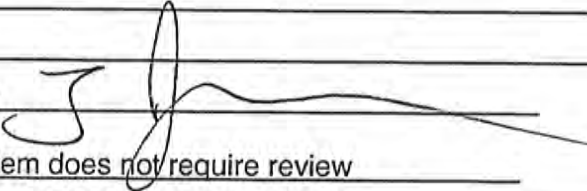
Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of Contract No.:CTR050593, Amendment No.:2 of the Health Start Program. The Contract shall be extended for the Third (3rd) year through July 5, 2023. This has been budgeted for FY23.

BOS Meeting Date Requested 06/07/2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Check if item does not require review _____

Finance Review: _____

Signature 

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
OFFICE OF PROCUREMENT
150 N 18th Ave., Ste. #530
Phoenix, Arizona 85007

CONTRACT NO.: CTR050593

AMENDMENT NO.: 2

Procurement Officer
Diana Landeros

HEALTH START PROGRAM

Effective upon signature by both parties, it is mutually agreed that the Contract referenced in this amendment is amended as follows:

1. Pursuant to the Special Terms and Conditions, Provision Three (3), Contract Extensions Five (5) Year Maximum, the Contract shall be extended for the Third (3rd) year through July 5, 2023.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date

The above referenced Contract Amendment is hereby executed this ____ day of _____ 20____ at Phoenix, Arizona

(To be filled out by Procurement Office)

Contractor Signature

Contractor Signature Date

Authorized Signatory's Name and Title

Apache County Health Services District

Contractor's Name

Procurement Officer Signature

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(Indicate item status)

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

Finance

Date/Signature: Sh CAL 5/25/22

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

Request approval of demands as distributed to the Apache County Board of Supervisors between May 3, 2022 and June 7, 2022. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested _____

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	1105191	04/26/22	Accounts Payable	4 RIVERS EQUIPMENT LLC	1,306.80
NBAZ - Warrant Clearing Account	Check	1105192	04/26/22	Accounts Payable	4IMPRINT	202.02
NBAZ - Warrant Clearing Account	Check	1105193	04/26/22	Accounts Payable	ABSOLUTE FIRE PROTECTION LLC	105.00
NBAZ - Warrant Clearing Account	Check	1105194	04/26/22	Accounts Payable	ALPINE WATER AND SANITARY	68.40
NBAZ - Warrant Clearing Account	Check	1105195	04/26/22	Accounts Payable	ALSCO INC	124.17
NBAZ - Warrant Clearing Account	Check	1105196	04/26/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	6,529.00
NBAZ - Warrant Clearing Account	Check	1105197	04/26/22	Accounts Payable	AMAZON COM INC (Health & Library)	3,931.58
NBAZ - Warrant Clearing Account	Check	1105198	04/26/22	Accounts Payable	AMERIGAS - GALLUP	1,830.63
NBAZ - Warrant Clearing Account	Check	1105199	04/26/22	Accounts Payable	AMIGO CHEVROLET	1,108.59
NBAZ - Warrant Clearing Account	Check	1105200	04/26/22	Accounts Payable	TAMARA WILHELM APPELATE	75.45
NBAZ - Warrant Clearing Account	Check	1105201	04/26/22	Accounts Payable	ASHTONS REPAIR INC	81.03
NBAZ - Warrant Clearing Account	Check	1105202	04/26/22	Accounts Payable	ASPEN TIRE & OIL	314.21
NBAZ - Warrant Clearing Account	Check	1105203	04/26/22	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,725.00
NBAZ - Warrant Clearing Account	Check	1105204	04/26/22	Accounts Payable	AZ REPUBLIC	799.63
NBAZ - Warrant Clearing Account	Check	1105205	04/26/22	Accounts Payable	AZ SUPREME COURT	375.00
NBAZ - Warrant Clearing Account	Check	1105206	04/26/22	Accounts Payable	LUCINDA A BALOO	124.02
NBAZ - Warrant Clearing Account	Check	1105207	04/26/22	Accounts Payable	BAUMAN HOME AND AUTO INC	209.35
NBAZ - Warrant Clearing Account	Check	1105208	04/26/22	Accounts Payable	SARAH MAE BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1105209	04/26/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	41.50
NBAZ - Warrant Clearing Account	Check	1105210	04/26/22	Accounts Payable	BLUE LINE TOWING	450.00
NBAZ - Warrant Clearing Account	Check	1105211	04/26/22	Accounts Payable	GLORIA BOWMAN	209.97
NBAZ - Warrant Clearing Account	Check	1105212	04/26/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	44,260.49
NBAZ - Warrant Clearing Account	Check	1105213	04/26/22	Accounts Payable	DEVIN BROWN	1,275.00
NBAZ - Warrant Clearing Account	Check	1105214	04/26/22	Accounts Payable	BURNHAM MORTUARY	448.78
NBAZ - Warrant Clearing Account	Check	1105215	04/26/22	Accounts Payable	BURNHAM MORTUARY	355.50
NBAZ - Warrant Clearing Account	Check	1105216	04/26/22	Accounts Payable	REDACTED	90.00
NBAZ - Warrant Clearing Account	Check	1105217	04/26/22	Accounts Payable	CDW GOVERNMENT LLC	7,624.64
NBAZ - Warrant Clearing Account	Check	1105218	04/26/22	Accounts Payable	CELLULAR ONE NE AZ	624.32
NBAZ - Warrant Clearing Account	Check	1105219	04/26/22	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	1,374.58
NBAZ - Warrant Clearing Account	Check	1105220	04/26/22	Accounts Payable	KIMBERLY LOUISE COLE	625.00
NBAZ - Warrant Clearing Account	Check	1105221	04/26/22	Accounts Payable	CORDANT HEALTH SOLUTIONS	12.85
NBAZ - Warrant Clearing Account	Check	1105222	04/26/22	Accounts Payable	COURTYARD BY MARIOTT WRIGLEVILLE WEST	345.10
NBAZ - Warrant Clearing Account	Check	1105223	04/26/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	2,778.72
NBAZ - Warrant Clearing Account	Check	1105224	04/26/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	858.37
NBAZ - Warrant Clearing Account	Check	1105225	04/26/22	Accounts Payable	JOSHUA T CURTIS	547.11
NBAZ - Warrant Clearing Account	Check	1105226	04/26/22	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	88.08
NBAZ - Warrant Clearing Account	Check	1105227	04/26/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.72
NBAZ - Warrant Clearing Account	Check	1105228	04/26/22	Accounts Payable	JOSEPH DEDMAN JR	72.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105229	04/26/22	Accounts Payable	DNSFILTER INC	240.00
NBAZ - Warrant Clearing Account	Check	1105230	04/26/22	Accounts Payable	TAMARA SUE ELLSWORTH	234.09
NBAZ - Warrant Clearing Account	Check	1105231	04/26/22	Accounts Payable	EMPIRE MACHINERY	3,824.33
NBAZ - Warrant Clearing Account	Check	1105232	04/26/22	Accounts Payable	EPIC MOTORSPORTS CORP	97,586.50
NBAZ - Warrant Clearing Account	Check	1105233	04/26/22	Accounts Payable	FERRELLGAS	1,141.16
NBAZ - Warrant Clearing Account	Check	1105234	04/26/22	Accounts Payable	ROBERT L FITE	68.44
NBAZ - Warrant Clearing Account	Check	1105235	04/26/22	Accounts Payable	FLEET PRIDE	687.19
NBAZ - Warrant Clearing Account	Check	1105236	04/26/22	Accounts Payable	FRONTIER	77.50
NBAZ - Warrant Clearing Account	Check	1105237	04/26/22	Accounts Payable	FRONTIER	77.50
NBAZ - Warrant Clearing Account	Check	1105238	04/26/22	Accounts Payable	FRONTIER	393.56
NBAZ - Warrant Clearing Account	Check	1105239	04/26/22	Accounts Payable	FRONTIER	207.30
NBAZ - Warrant Clearing Account	Check	1105240	04/26/22	Accounts Payable	FRONTIER	437.44
NBAZ - Warrant Clearing Account	Check	1105241	04/26/22	Accounts Payable	FRONTIER	189.99
NBAZ - Warrant Clearing Account	Check	1105242	04/26/22	Accounts Payable	FRONTIER	105.48
NBAZ - Warrant Clearing Account	Check	1105243	04/26/22	Accounts Payable	FRONTIER	107.34
NBAZ - Warrant Clearing Account	Check	1105244	04/26/22	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1105245	04/26/22	Accounts Payable	FRONTIER	4,590.06
NBAZ - Warrant Clearing Account	Check	1105246	04/26/22	Accounts Payable	FRONTIER	21.31
NBAZ - Warrant Clearing Account	Check	1105247	04/26/22	Accounts Payable	FRONTIER	111.56
NBAZ - Warrant Clearing Account	Check	1105248	04/26/22	Accounts Payable	FUTURE TIRE	1,500.06
NBAZ - Warrant Clearing Account	Check	1105249	04/26/22	Accounts Payable	GALLUP LUMBER & SUPPLY	247.39
NBAZ - Warrant Clearing Account	Check	1105250	04/26/22	Accounts Payable	IRMA GRACIELA GARCIA	23.81
NBAZ - Warrant Clearing Account	Check	1105251	04/26/22	Accounts Payable	DARYL GREER	413.22
NBAZ - Warrant Clearing Account	Check	1105252	04/26/22	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
NBAZ - Warrant Clearing Account	Check	1105253	04/26/22	Accounts Payable	REDACTED	600.00
NBAZ - Warrant Clearing Account	Check	1105254	04/26/22	Accounts Payable	RICHARD C GUINN	556.91
NBAZ - Warrant Clearing Account	Check	1105255	04/26/22	Accounts Payable	HAMBLIN & ASSOCIATES LLC	3,400.00
NBAZ - Warrant Clearing Account	Check	1105256	04/26/22	Accounts Payable	PAUL HANCOCK	355.96
NBAZ - Warrant Clearing Account	Check	1105257	04/26/22	Accounts Payable	ROSCOE GEORGE HERRERA	75.00
NBAZ - Warrant Clearing Account	Check	1105258	04/26/22	Accounts Payable	HILL AZ GROCERY STORE	197.45
NBAZ - Warrant Clearing Account	Check	1105259	04/26/22	Accounts Payable	HOME DEPOT	792.98
NBAZ - Warrant Clearing Account	Check	1105260	04/26/22	Accounts Payable	BRIAN HOUNSHELL	66.75
NBAZ - Warrant Clearing Account	Check	1105261	04/26/22	Accounts Payable	HP2 INC	418.81
NBAZ - Warrant Clearing Account	Check	1105262	04/26/22	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	278.54
NBAZ - Warrant Clearing Account	Check	1105263	04/26/22	Accounts Payable	REDACTED	359.20
NBAZ - Warrant Clearing Account	Check	1105264	04/26/22	Accounts Payable	PAUL JARAMILLO JR	40.00
NBAZ - Warrant Clearing Account	Check	1105265	04/26/22	Accounts Payable	JCG TECHNOLOGIES INC	1,290.00
NBAZ - Warrant Clearing Account	Check	1105266	04/26/22	Accounts Payable	JOHNSON, NICOLE	200.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105267	04/26/22	Accounts Payable	JONES OUTDOOR ADVERTISING INC	237.00
NBAZ - Warrant Clearing Account	Check	1105268	04/26/22	Accounts Payable	REDACTED	305.38
NBAZ - Warrant Clearing Account	Check	1105269	04/26/22	Accounts Payable	LARSON WASTE INC	119.95
NBAZ - Warrant Clearing Account	Check	1105270	04/26/22	Accounts Payable	LAWSON PRODUCTS INC	458.30
NBAZ - Warrant Clearing Account	Check	1105271	04/26/22	Accounts Payable	MIKAILAH AUTUMN LEEFVRE	22.82
NBAZ - Warrant Clearing Account	Check	1105272	04/26/22	Accounts Payable	REDACTED	284.32
NBAZ - Warrant Clearing Account	Check	1105273	04/26/22	Accounts Payable	LOWES #24	130.68
NBAZ - Warrant Clearing Account	Check	1105274	04/26/22	Accounts Payable	LOWES COMPANIES INC	295.10
NBAZ - Warrant Clearing Account	Check	1105275	04/26/22	Accounts Payable	KATHLEEN MANOLESCU	46.00
NBAZ - Warrant Clearing Account	Check	1105276	04/26/22	Accounts Payable	ODESSA RENELL MAVRIDES	46.89
NBAZ - Warrant Clearing Account	Check	1105277	04/26/22	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	1,619.03
NBAZ - Warrant Clearing Account	Check	1105278	04/26/22	Accounts Payable	MONNIT CORPORATION	48.87
NBAZ - Warrant Clearing Account	Check	1105279	04/26/22	Accounts Payable	DANIEL R MUTH	35.92
NBAZ - Warrant Clearing Account	Check	1105280	04/26/22	Accounts Payable	NAPA	278.17
NBAZ - Warrant Clearing Account	Check	1105281	04/26/22	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	15.80
NBAZ - Warrant Clearing Account	Check	1105282	04/26/22	Accounts Payable	NAVAJO SANITATION INC	58.30
NBAZ - Warrant Clearing Account	Check	1105283	04/26/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,585.37
NBAZ - Warrant Clearing Account	Check	1105284	04/26/22	Accounts Payable	NAVAJO WESTERNERS	109.92
NBAZ - Warrant Clearing Account	Check	1105285	04/26/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	4,725.76
NBAZ - Warrant Clearing Account	Check	1105286	04/26/22	Accounts Payable	TEDDY MILES NEWMAN	17.06
NBAZ - Warrant Clearing Account	Check	1105287	04/26/22	Accounts Payable	HALEY RHAЕ NICOLL	300.00
NBAZ - Warrant Clearing Account	Check	1105288	04/26/22	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	112.00
NBAZ - Warrant Clearing Account	Check	1105289	04/26/22	Accounts Payable	OFFICE DEPOT	382.55
NBAZ - Warrant Clearing Account	Check	1105290	04/26/22	Accounts Payable	TOBIE KLIESSEN OVERSON	177.62
NBAZ - Warrant Clearing Account	Check	1105291	04/26/22	Accounts Payable	PACIFIC PONDEROSA CO INC	8,291.28
NBAZ - Warrant Clearing Account	Check	1105292	04/26/22	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	107.06
NBAZ - Warrant Clearing Account	Check	1105293	04/26/22	Accounts Payable	RYAN N PATTERSON	314.23
NBAZ - Warrant Clearing Account	Check	1105294	04/26/22	Accounts Payable	DOUGLAS LANCE PEARCE	237.73
NBAZ - Warrant Clearing Account	Check	1105295	04/26/22	Accounts Payable	REDACTED	156.90
NBAZ - Warrant Clearing Account	Check	1105296	04/26/22	Accounts Payable	RANDOLPH PLATT DDS	612.00
NBAZ - Warrant Clearing Account	Check	1105297	04/26/22	Accounts Payable	REDACTED	103.56
NBAZ - Warrant Clearing Account	Check	1105298	04/26/22	Accounts Payable	QUALITY CARQUEST	589.30
NBAZ - Warrant Clearing Account	Check	1105299	04/26/22	Accounts Payable	QUILL CORP	5,486.94
NBAZ - Warrant Clearing Account	Check	1105300	04/26/22	Accounts Payable	RHINEHART OIL CO	5,435.26
NBAZ - Warrant Clearing Account	Check	1105301	04/26/22	Accounts Payable	KODY RICHARDSON	155.62
NBAZ - Warrant Clearing Account	Check	1105302	04/26/22	Accounts Payable	ROAD MACHINERY LLC	68.78
NBAZ - Warrant Clearing Account	Check	1105303	04/26/22	Accounts Payable	SCOTT J ROGERS	175.00
NBAZ - Warrant Clearing Account	Check	1105304	04/26/22	Accounts Payable	RUSH TRUCK CENTER	6,533.86

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105305	04/26/22	Accounts Payable	SAFEWAY INC	10.28
NBAZ - Warrant Clearing Account	Check	1105306	04/26/22	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	975.00
NBAZ - Warrant Clearing Account	Check	1105307	04/26/22	Accounts Payable	PATRICK J SANDOVAL	57.00
NBAZ - Warrant Clearing Account	Check	1105308	04/26/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,471.51
NBAZ - Warrant Clearing Account	Check	1105309	04/26/22	Accounts Payable	ALTON JOE SHEPHERD	4.67
NBAZ - Warrant Clearing Account	Check	1105310	04/26/22	Accounts Payable	JOE SHIRLEY JR	36.42
NBAZ - Warrant Clearing Account	Check	1105311	04/26/22	Accounts Payable	SIERRA PROPANE	795.19
NBAZ - Warrant Clearing Account	Check	1105312	04/26/22	Accounts Payable	SPARKLETT'S WATER	395.41
NBAZ - Warrant Clearing Account	Check	1105313	04/26/22	Accounts Payable	ST JOHNS CITY	92.85
NBAZ - Warrant Clearing Account	Check	1105314	04/26/22	Accounts Payable	ST JOHNS SUBWAY	93.38
NBAZ - Warrant Clearing Account	Check	1105315	04/26/22	Accounts Payable	STAPLES CREDIT PLAN	113.14
NBAZ - Warrant Clearing Account	Check	1105316	04/26/22	Accounts Payable	REDACTED	284.32
NBAZ - Warrant Clearing Account	Check	1105317	04/26/22	Accounts Payable	SUMMIT FUNERAL HOME	450.00
NBAZ - Warrant Clearing Account	Check	1105318	04/26/22	Accounts Payable	SWBRA AZ01	500.00
NBAZ - Warrant Clearing Account	Check	1105319	04/26/22	Accounts Payable	TEEC NOS POS TRADING CO	148.73
NBAZ - Warrant Clearing Account	Check	1105320	04/26/22	Accounts Payable	THE LIBRARY STORE INC	843.60
NBAZ - Warrant Clearing Account	Check	1105321	04/26/22	Accounts Payable	THE POUR STATION	16.00
NBAZ - Warrant Clearing Account	Check	1105322	04/26/22	Accounts Payable	JEREL THOMAS	325.15
NBAZ - Warrant Clearing Account	Check	1105323	04/26/22	Accounts Payable	THOMSON REUTERS WEST	1,504.44
NBAZ - Warrant Clearing Account	Check	1105324	04/26/22	Accounts Payable	TOWN OF SPRINGVILLE	126.26
NBAZ - Warrant Clearing Account	Check	1105325	04/26/22	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	404.24
NBAZ - Warrant Clearing Account	Check	1105326	04/26/22	Accounts Payable	TRUCKNTOW COM INC	454.11
NBAZ - Warrant Clearing Account	Check	1105327	04/26/22	Accounts Payable	TYLER TECHNOLOGIES INC	3,750.00
NBAZ - Warrant Clearing Account	Check	1105328	04/26/22	Accounts Payable	W JEFFORY UDALL	31.60
NBAZ - Warrant Clearing Account	Check	1105329	04/26/22	Accounts Payable	ULINE INC	586.20
NBAZ - Warrant Clearing Account	Check	1105330	04/26/22	Accounts Payable	UNIFIRST CORPORATION	72.34
NBAZ - Warrant Clearing Account	Check	1105331	04/26/22	Accounts Payable	VALLEY IMAGING SOLUTIONS	423.07
NBAZ - Warrant Clearing Account	Check	1105332	04/26/22	Accounts Payable	VERIZON WIRELESS	3,559.51
NBAZ - Warrant Clearing Account	Check	1105333	04/26/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	72.23
NBAZ - Warrant Clearing Account	Check	1105334	04/26/22	Accounts Payable	REDACTED	395.68
NBAZ - Warrant Clearing Account	Check	1105335	04/26/22	Accounts Payable	REDACTED	395.68
NBAZ - Warrant Clearing Account	Check	1105336	04/26/22	Accounts Payable	REDACTED	304.20
NBAZ - Warrant Clearing Account	Check	1105337	04/26/22	Accounts Payable	CHRISTINE WAUNEKA	414.35
NBAZ - Warrant Clearing Account	Check	1105338	04/26/22	Accounts Payable	WESTERN DRUG COMPANY	100.00
NBAZ - Warrant Clearing Account	Check	1105339	04/26/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	253.27
NBAZ - Warrant Clearing Account	Check	1105340	04/26/22	Accounts Payable	GARRET LEE WHITTING	162.00
NBAZ - Warrant Clearing Account	Check	1105341	04/26/22	Accounts Payable	MICHAEL B WHITTING	434.67
NBAZ - Warrant Clearing Account	Check	1105342	04/26/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	55.82

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105343	04/26/22	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	15,500.00
NBAZ - Warrant Clearing Account	Check	1105344	04/26/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,489.19
NBAZ - Warrant Clearing Account	Check	1105345	04/26/22	Accounts Payable	JAY YELLOWHORSE	1,500.00
NBAZ - Warrant Clearing Account	Check	1105346	04/26/22	Accounts Payable	JOSEPH YOUNG	399.79
NBAZ - Warrant Clearing Account	Check	1105367	04/26/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	335.71
NBAZ - Warrant Clearing Account	Check	1105368	04/26/22	Accounts Payable	APACHE COUNTY FSA	788.24
NBAZ - Warrant Clearing Account	Check	1105369	04/26/22	Accounts Payable	APACHE COUNTY HSA	3,606.60
NBAZ - Warrant Clearing Account	Check	1105370	04/26/22	Accounts Payable	APACHE COUNTY MEDICAL	161,174.70
NBAZ - Warrant Clearing Account	Check	1105371	04/26/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	152,185.90
NBAZ - Warrant Clearing Account	Check	1105372	04/26/22	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1105373	04/26/22	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1105374	04/26/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	125,561.03
NBAZ - Warrant Clearing Account	Check	1105375	04/26/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1105376	04/26/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,337.93
NBAZ - Warrant Clearing Account	Check	1105377	04/26/22	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1105378	04/26/22	Accounts Payable	CORP DISABILITY	209.38
NBAZ - Warrant Clearing Account	Check	1105379	04/26/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,215.73
NBAZ - Warrant Clearing Account	Check	1105380	04/26/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,600.01
NBAZ - Warrant Clearing Account	Check	1105381	04/26/22	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1105382	04/26/22	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1105383	04/26/22	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1105384	04/26/22	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1105385	04/26/22	Accounts Payable	NATIONWIDE	4,103.85
NBAZ - Warrant Clearing Account	Check	1105386	04/26/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1105387	04/26/22	Accounts Payable	NATIONWIDE TRUST FSB	3,282.95
NBAZ - Warrant Clearing Account	Check	1105388	04/26/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1105389	04/26/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,034.04
NBAZ - Warrant Clearing Account	Check	1105390	04/26/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1105391	04/26/22	Accounts Payable	SECURITY BENEFIT GROUP	315.00
NBAZ - Warrant Clearing Account	Check	1105392	04/26/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,125.00
NBAZ - Warrant Clearing Account	Check	1105393	04/27/22	Accounts Payable	ALS ELECTRICAL SOLUTIONS LLC	2,120.00
NBAZ - Warrant Clearing Account	Check	1105394	04/27/22	Accounts Payable	BEHAVIORAL HEALTH WELLNESS PROGRAM	1,200.00
NBAZ - Warrant Clearing Account	Check	1105395	04/28/22	Accounts Payable	RED HORSE ENTERPRISES	16,303.54
NBAZ - Warrant Clearing Account	Check	1105397	05/03/22	Accounts Payable	24 HOUR GAS-N-GO	14.06
NBAZ - Warrant Clearing Account	Check	1105398	05/03/22	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	41,816.16
NBAZ - Warrant Clearing Account	Check	1105399	05/03/22	Accounts Payable	ALLEGRA	4,821.84
NBAZ - Warrant Clearing Account	Check	1105400	05/03/22	Accounts Payable	ALSCO INC	876.64
NBAZ - Warrant Clearing Account	Check	1105401	05/03/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,806.92

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105402	05/03/22	Accounts Payable	AMERICAN PLANNING ASSOCIATION	561.00
NBAZ - Warrant Clearing Account	Check	1105403	05/03/22	Accounts Payable	AMIGO CHEVROLET	2,581.21
NBAZ - Warrant Clearing Account	Check	1105404	05/03/22	Accounts Payable	APACHE COUNTY	6.06
NBAZ - Warrant Clearing Account	Check	1105405	05/03/22	Accounts Payable	APACHE COUNTY 4-H LEADERS COUNCIL	1,000.00
NBAZ - Warrant Clearing Account	Check	1105406	05/03/22	Accounts Payable	APACHE COUNTY FAIR	180.00
NBAZ - Warrant Clearing Account	Check	1105407	05/03/22	Accounts Payable	ASPEN TIRE & OIL	76.83
NBAZ - Warrant Clearing Account	Check	1105408	05/03/22	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,384.60
NBAZ - Warrant Clearing Account	Check	1105409	05/03/22	Accounts Payable	BAUMAN HOME AND AUTO INC	1,097.97
NBAZ - Warrant Clearing Account	Check	1105410	05/03/22	Accounts Payable	SARAH MAE BEGAY	320.00
NBAZ - Warrant Clearing Account	Check	1105411	05/03/22	Accounts Payable	BLACK RIDGE PHYSICAL THERAPY PLC	1,244.84
NBAZ - Warrant Clearing Account	Check	1105412	05/03/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	324.83
NBAZ - Warrant Clearing Account	Check	1105413	05/03/22	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,325.00
NBAZ - Warrant Clearing Account	Check	1105414	05/03/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	32,828.47
NBAZ - Warrant Clearing Account	Check	1105415	05/03/22	Accounts Payable	ASHLEE BROWN	116.27
NBAZ - Warrant Clearing Account	Check	1105416	05/03/22	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	89.80
NBAZ - Warrant Clearing Account	Check	1105417	05/03/22	Accounts Payable	CDW GOVERNMENT LLC	1,829.74
NBAZ - Warrant Clearing Account	Check	1105418	05/03/22	Accounts Payable	CEDAR GROVE WATER CO	83.30
NBAZ - Warrant Clearing Account	Check	1105419	05/03/22	Accounts Payable	CELLULAR ONE NE AZ	560.99
NBAZ - Warrant Clearing Account	Check	1105420	05/03/22	Accounts Payable	COALITION OF ARIZONA NEW MEXICO COUNTIES	2,600.00
NBAZ - Warrant Clearing Account	Check	1105421	05/03/22	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	617.23
NBAZ - Warrant Clearing Account	Check	1105422	05/03/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	43.38
NBAZ - Warrant Clearing Account	Check	1105423	05/03/22	Accounts Payable	ROGER STUART CURTIS	202.44
NBAZ - Warrant Clearing Account	Check	1105424	05/03/22	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	1,040.67
NBAZ - Warrant Clearing Account	Check	1105425	05/03/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
NBAZ - Warrant Clearing Account	Check	1105426	05/03/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	217.11
NBAZ - Warrant Clearing Account	Check	1105427	05/03/22	Accounts Payable	JOSEPH DEDMAN JR	111.00
NBAZ - Warrant Clearing Account	Check	1105428	05/03/22	Accounts Payable	DELL COMPUTER CORPORATION	1,294.31
NBAZ - Warrant Clearing Account	Check	1105429	05/03/22	Accounts Payable	DESERT MOUNTAIN CORPORATION	4,938.34
NBAZ - Warrant Clearing Account	Check	1105430	05/03/22	Accounts Payable	DIRECTV LLC	89.98
NBAZ - Warrant Clearing Account	Check	1105431	05/03/22	Accounts Payable	DISCOUNTELL INC	293.22
NBAZ - Warrant Clearing Account	Check	1105432	05/03/22	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	40,430.09
NBAZ - Warrant Clearing Account	Check	1105433	05/03/22	Accounts Payable	EM HALE LAW	80.00
NBAZ - Warrant Clearing Account	Check	1105434	05/03/22	Accounts Payable	EMPIRE MACHINERY	2,023.02
NBAZ - Warrant Clearing Account	Check	1105435	05/03/22	Accounts Payable	EVERBRIDGE INC	8,162.09
NBAZ - Warrant Clearing Account	Check	1105436	05/03/22	Accounts Payable	MATTHEW G FISH	710.56
NBAZ - Warrant Clearing Account	Check	1105437	05/03/22	Accounts Payable	FLAG STAMP AND ENGRAVING LLC	60.00
NBAZ - Warrant Clearing Account	Check	1105438	05/03/22	Accounts Payable	FLEET PRIDE	489.53
NBAZ - Warrant Clearing Account	Check	1105439	05/03/22	Accounts Payable	FRONTIER	394.45

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105440	05/03/22	Accounts Payable	FRONTIER	205.18
NBAZ - Warrant Clearing Account	Check	1105441	05/03/22	Accounts Payable	FRONTIER	113.80
NBAZ - Warrant Clearing Account	Check	1105442	05/03/22	Accounts Payable	FRONTIER	275.08
NBAZ - Warrant Clearing Account	Check	1105443	05/03/22	Accounts Payable	FRONTIER	256.39
NBAZ - Warrant Clearing Account	Check	1105444	05/03/22	Accounts Payable	FRONTIER	214.72
NBAZ - Warrant Clearing Account	Check	1105445	05/03/22	Accounts Payable	FUTURE TIRE	692.40
NBAZ - Warrant Clearing Account	Check	1105446	05/03/22	Accounts Payable	CHRISTINA GARDOM	916.38
NBAZ - Warrant Clearing Account	Check	1105447	05/03/22	Accounts Payable	GOLIGHTLY TIRE	1,188.29
NBAZ - Warrant Clearing Account	Check	1105448	05/03/22	Accounts Payable	GRAINGER	358.01
NBAZ - Warrant Clearing Account	Check	1105449	05/03/22	Accounts Payable	BUTCH GUNNELS	315.92
NBAZ - Warrant Clearing Account	Check	1105450	05/03/22	Accounts Payable	PAUL HANCOCK	202.25
NBAZ - Warrant Clearing Account	Check	1105451	05/03/22	Accounts Payable	HILL AZ GROCERY STORE	122.75
NBAZ - Warrant Clearing Account	Check	1105452	05/03/22	Accounts Payable	HILLYARD/FLAGSTAFF	1,282.28
NBAZ - Warrant Clearing Account	Check	1105453	05/03/22	Accounts Payable	HINTON BURDICK PLLC	65.00
NBAZ - Warrant Clearing Account	Check	1105454	05/03/22	Accounts Payable	HOME DEPOT	12,250.39
NBAZ - Warrant Clearing Account	Check	1105455	05/03/22	Accounts Payable	KONICA MINOLTA	103.70
NBAZ - Warrant Clearing Account	Check	1105456	05/03/22	Accounts Payable	MICHAEL LATHAM	46.00
NBAZ - Warrant Clearing Account	Check	1105457	05/03/22	Accounts Payable	LIGHT HOUSE OF ARIZONA	470.00
NBAZ - Warrant Clearing Account	Check	1105458	05/03/22	Accounts Payable	LINGO	103.28
NBAZ - Warrant Clearing Account	Check	1105459	05/03/22	Accounts Payable	LOWES COMPANIES INC	69.72
NBAZ - Warrant Clearing Account	Check	1105460	05/03/22	Accounts Payable	MULTICARD	1,359.00
NBAZ - Warrant Clearing Account	Check	1105461	05/03/22	Accounts Payable	NAPA	205.29
NBAZ - Warrant Clearing Account	Check	1105462	05/03/22	Accounts Payable	NAVAJO WESTERNERS	122.56
NBAZ - Warrant Clearing Account	Check	1105463	05/03/22	Accounts Payable	NEWMAN SIGNS INC	341.03
NBAZ - Warrant Clearing Account	Check	1105464	05/03/22	Accounts Payable	OCLC INC	83.90
NBAZ - Warrant Clearing Account	Check	1105465	05/03/22	Accounts Payable	OFFICE DEPOT	1,607.27
NBAZ - Warrant Clearing Account	Check	1105466	05/03/22	Accounts Payable	OVERDRIVE INC	798.89
NBAZ - Warrant Clearing Account	Check	1105467	05/03/22	Accounts Payable	PACIFIC PONDEROSA CO INC	1,846.28
NBAZ - Warrant Clearing Account	Check	1105468	05/03/22	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	74.34
NBAZ - Warrant Clearing Account	Check	1105469	05/03/22	Accounts Payable	DOUGLAS LANCE PEARCE	659.53
NBAZ - Warrant Clearing Account	Check	1105470	05/03/22	Accounts Payable	PENWORTHY COMPANY	415.20
NBAZ - Warrant Clearing Account	Check	1105471	05/03/22	Accounts Payable	PERFECT PRINTZ LLC	2,980.67
NBAZ - Warrant Clearing Account	Check	1105472	05/03/22	Accounts Payable	PERKINS CINDERS INC	6,202.19
NBAZ - Warrant Clearing Account	Check	1105473	05/03/22	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	440.44
NBAZ - Warrant Clearing Account	Check	1105474	05/03/22	Accounts Payable	RANDOLPH PLATT DDS	1,430.00
NBAZ - Warrant Clearing Account	Check	1105475	05/03/22	Accounts Payable	QUALITY READY MIX INC	547.32
NBAZ - Warrant Clearing Account	Check	1105476	05/03/22	Accounts Payable	QUILL CORP	737.52
NBAZ - Warrant Clearing Account	Check	1105477	05/03/22	Accounts Payable	REDW LLC	1,585.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105478	05/03/22	Accounts Payable	RHINEHART OIL CO	3,968.59
NBAZ - Warrant Clearing Account	Check	1105479	05/03/22	Accounts Payable	RICOH USA INC	120.49
NBAZ - Warrant Clearing Account	Check	1105480	05/03/22	Accounts Payable	CAROL A ROBERTS	21.65
NBAZ - Warrant Clearing Account	Check	1105481	05/03/22	Accounts Payable	ANGELA C ROMERO	300.00
NBAZ - Warrant Clearing Account	Check	1105482	05/03/22	Accounts Payable	RUSH TRUCK CENTER	1,338.40
NBAZ - Warrant Clearing Account	Check	1105483	05/03/22	Accounts Payable	SAFELITE AUTO GLASS	307.09
NBAZ - Warrant Clearing Account	Check	1105484	05/03/22	Accounts Payable	SAFEWAY INC	312.62
NBAZ - Warrant Clearing Account	Check	1105485	05/03/22	Accounts Payable	PATRICK J SANDOVAL	652.47
NBAZ - Warrant Clearing Account	Check	1105486	05/03/22	Accounts Payable	ALTON JOE SHEPHERD	529.92
NBAZ - Warrant Clearing Account	Check	1105487	05/03/22	Accounts Payable	JOE SHIRLEY JR	64.42
NBAZ - Warrant Clearing Account	Check	1105488	05/03/22	Accounts Payable	SPARKLETT'S WATER	74.92
NBAZ - Warrant Clearing Account	Check	1105489	05/03/22	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	500.00
NBAZ - Warrant Clearing Account	Check	1105490	05/03/22	Accounts Payable	ST JOHNS IRRIGATION	423.00
NBAZ - Warrant Clearing Account	Check	1105491	05/03/22	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1105492	05/03/22	Accounts Payable	TRIPLE R FUELS	20.00
NBAZ - Warrant Clearing Account	Check	1105493	05/03/22	Accounts Payable	TUMBLEWEED PRESS INC	3,000.00
NBAZ - Warrant Clearing Account	Check	1105494	05/03/22	Accounts Payable	UNIFIRST CORPORATION	273.44
NBAZ - Warrant Clearing Account	Check	1105495	05/03/22	Accounts Payable	UNITED RENTALS	937.05
NBAZ - Warrant Clearing Account	Check	1105496	05/03/22	Accounts Payable	VALLEY AUTO PARTS	1,373.74
NBAZ - Warrant Clearing Account	Check	1105497	05/03/22	Accounts Payable	VERIZON WIRELESS	1,415.85
NBAZ - Warrant Clearing Account	Check	1105498	05/03/22	Accounts Payable	REDACTED	33.70
NBAZ - Warrant Clearing Account	Check	1105499	05/03/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	1,484.60
NBAZ - Warrant Clearing Account	Check	1105500	05/03/22	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,284.29
NBAZ - Warrant Clearing Account	Check	1105501	05/03/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	384.45
NBAZ - Warrant Clearing Account	Check	1105502	05/03/22	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
NBAZ - Warrant Clearing Account	Check	1105503	05/03/22	Accounts Payable	DISH NETWORK	132.06
NBAZ - Warrant Clearing Account	Check	1105504	05/03/22	Accounts Payable	DISH NETWORK	149.53
NBAZ - Warrant Clearing Account	Check	1105505	05/03/22	Accounts Payable	DISH NETWORK	138.93
NBAZ - Warrant Clearing Account	Check	1105506	05/05/22	Accounts Payable	BAUMAN HOME AND AUTO INC	157.56
NBAZ - Warrant Clearing Account	Check	1105507	05/05/22	Accounts Payable	MARC HELLER	3,125.00
NBAZ - Warrant Clearing Account	Check	1105508	05/05/22	Accounts Payable	NATIONAL BANK	22,559.09
NBAZ - Warrant Clearing Account	Check	1105509	05/05/22	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	4,476.06
NBAZ - Warrant Clearing Account	Check	1105510	05/05/22	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	2,831.90
NBAZ - Warrant Clearing Account	Check	1105511	05/05/22	Accounts Payable	RYAN N PATTERSON	45.20
NBAZ - Warrant Clearing Account	Check	1105512	05/05/22	Accounts Payable	THE MASTERS TOUCH LLC	28,120.00
NBAZ - Warrant Clearing Account	Check	1105535	05/10/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	335.71
NBAZ - Warrant Clearing Account	Check	1105536	05/10/22	Accounts Payable	APACHE COUNTY FSA	788.24
NBAZ - Warrant Clearing Account	Check	1105537	05/10/22	Accounts Payable	APACHE COUNTY HSA	4,010.76

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105538	05/10/22	Accounts Payable	APACHE COUNTY MEDICAL	164,759.85
NBAZ - Warrant Clearing Account	Check	1105539	05/10/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	159,885.73
NBAZ - Warrant Clearing Account	Check	1105540	05/10/22	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1105541	05/10/22	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1105542	05/10/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	125,900.78
NBAZ - Warrant Clearing Account	Check	1105543	05/10/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1105544	05/10/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,319.88
NBAZ - Warrant Clearing Account	Check	1105545	05/10/22	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1105546	05/10/22	Accounts Payable	CORP DISABILITY	202.78
NBAZ - Warrant Clearing Account	Check	1105547	05/10/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,246.77
NBAZ - Warrant Clearing Account	Check	1105548	05/10/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,600.02
NBAZ - Warrant Clearing Account	Check	1105549	05/10/22	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1105550	05/10/22	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1105551	05/10/22	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1105552	05/10/22	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1105553	05/10/22	Accounts Payable	NATIONWIDE	4,037.20
NBAZ - Warrant Clearing Account	Check	1105554	05/10/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1105555	05/10/22	Accounts Payable	NATIONWIDE TRUST FSB	3,282.95
NBAZ - Warrant Clearing Account	Check	1105556	05/10/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1105557	05/10/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,649.38
NBAZ - Warrant Clearing Account	Check	1105558	05/10/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1105559	05/10/22	Accounts Payable	SECURITY BENEFIT GROUP	315.00
NBAZ - Warrant Clearing Account	Check	1105560	05/10/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,125.00
NBAZ - Warrant Clearing Account	Check	1105561	05/10/22	Accounts Payable	24 HOUR GAS-N-GO	5.14
NBAZ - Warrant Clearing Account	Check	1105562	05/10/22	Accounts Payable	4 RIVERS EQUIPMENT LLC	225.42
NBAZ - Warrant Clearing Account	Check	1105563	05/10/22	Accounts Payable	A-1 GLASS AND MIRROR INC	893.73
NBAZ - Warrant Clearing Account	Check	1105564	05/10/22	Accounts Payable	ALLEGRA	1,127.02
NBAZ - Warrant Clearing Account	Check	1105565	05/10/22	Accounts Payable	ALSCO INC	1,164.35
NBAZ - Warrant Clearing Account	Check	1105566	05/10/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,099.54
NBAZ - Warrant Clearing Account	Check	1105567	05/10/22	Accounts Payable	AMIGO CHEVROLET	637.32
NBAZ - Warrant Clearing Account	Check	1105568	05/10/22	Accounts Payable	APACHE COUNTY	332.05
NBAZ - Warrant Clearing Account	Check	1105569	05/10/22	Accounts Payable	ASTRO DISTRIBUTING	6,524.00
NBAZ - Warrant Clearing Account	Check	1105570	05/10/22	Accounts Payable	AT&T MOBILITY	133.74
NBAZ - Warrant Clearing Account	Check	1105571	05/10/22	Accounts Payable	AZ COUNTIES INSURANCE POOL	47.00
NBAZ - Warrant Clearing Account	Check	1105572	05/10/22	Accounts Payable	AZ DEPT OF HEALTH SERVICES	930.00
NBAZ - Warrant Clearing Account	Check	1105573	05/10/22	Accounts Payable	AZ SUPREME COURT	232.38
NBAZ - Warrant Clearing Account	Check	1105574	05/10/22	Accounts Payable	AZ SUPREME COURT	2,880.00
NBAZ - Warrant Clearing Account	Check	1105575	05/10/22	Accounts Payable	BASHAS' CORPORATE OFFICE	470.74

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105576	05/10/22	Accounts Payable	BAUMAN HOME AND AUTO INC	961.42
NBAZ - Warrant Clearing Account	Check	1105577	05/10/22	Accounts Payable	SARAH MAE BEGAY	535.00
NBAZ - Warrant Clearing Account	Check	1105578	05/10/22	Accounts Payable	DAWN MICHELLE BEUS	733.90
NBAZ - Warrant Clearing Account	Check	1105579	05/10/22	Accounts Payable	BI INC	485.26
NBAZ - Warrant Clearing Account	Check	1105580	05/10/22	Accounts Payable	BILLS MACHINE SHOP	467.95
NBAZ - Warrant Clearing Account	Check	1105581	05/10/22	Accounts Payable	BILTMORE PSYCHIATRIC GROUP	500.00
NBAZ - Warrant Clearing Account	Check	1105582	05/10/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,455.74
NBAZ - Warrant Clearing Account	Check	1105583	05/10/22	Accounts Payable	SHANE LEO BODIE	20.00
NBAZ - Warrant Clearing Account	Check	1105584	05/10/22	Accounts Payable	BOOT BARN	324.64
NBAZ - Warrant Clearing Account	Check	1105585	05/10/22	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	851.85
NBAZ - Warrant Clearing Account	Check	1105586	05/10/22	Accounts Payable	MICHAEL T BRAGIEL	54.64
NBAZ - Warrant Clearing Account	Check	1105587	05/10/22	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1105588	05/10/22	Accounts Payable	JARROD C BROOKS	75.00
NBAZ - Warrant Clearing Account	Check	1105589	05/10/22	Accounts Payable	BUBANY LUMBER AND HARDWARE	4,394.38
NBAZ - Warrant Clearing Account	Check	1105590	05/10/22	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	388.13
NBAZ - Warrant Clearing Account	Check	1105591	05/10/22	Accounts Payable	CAN'T WAITE TO DANCE LLC	100.00
NBAZ - Warrant Clearing Account	Check	1105592	05/10/22	Accounts Payable	CDW GOVERNMENT LLC	1,912.28
NBAZ - Warrant Clearing Account	Check	1105593	05/10/22	Accounts Payable	CELLULAR ONE NE AZ	199.95
NBAZ - Warrant Clearing Account	Check	1105594	05/10/22	Accounts Payable	CENGAGE LEARNING INC	4,454.33
NBAZ - Warrant Clearing Account	Check	1105595	05/10/22	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	276.50
NBAZ - Warrant Clearing Account	Check	1105596	05/10/22	Accounts Payable	CNA SURETY	50.00
NBAZ - Warrant Clearing Account	Check	1105597	05/10/22	Accounts Payable	KIMBERLY LOUISE COLE	28.46
NBAZ - Warrant Clearing Account	Check	1105598	05/10/22	Accounts Payable	CONTINUANT INC	1,237.16
NBAZ - Warrant Clearing Account	Check	1105599	05/10/22	Accounts Payable	CONTRACT PHARMACY SERVICES INC	3,302.68
NBAZ - Warrant Clearing Account	Check	1105600	05/10/22	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	192.00
NBAZ - Warrant Clearing Account	Check	1105601	05/10/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	111.19
NBAZ - Warrant Clearing Account	Check	1105602	05/10/22	Accounts Payable	KELLEY MARIE COX	708.33
NBAZ - Warrant Clearing Account	Check	1105603	05/10/22	Accounts Payable	DAVIS TRUE VALUE HARDWARE	19.63
NBAZ - Warrant Clearing Account	Check	1105604	05/10/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	203.17
NBAZ - Warrant Clearing Account	Check	1105605	05/10/22	Accounts Payable	DELL COMPUTER CORPORATION	2,383.86
NBAZ - Warrant Clearing Account	Check	1105606	05/10/22	Accounts Payable	DESERT MOUNTAIN CORPORATION	15,064.68
NBAZ - Warrant Clearing Account	Check	1105607	05/10/22	Accounts Payable	DIAMOND C FEEDS	61.09
NBAZ - Warrant Clearing Account	Check	1105608	05/10/22	Accounts Payable	DIRECTV LLC	86.99
NBAZ - Warrant Clearing Account	Check	1105609	05/10/22	Accounts Payable	DISH NETWORK	131.17
NBAZ - Warrant Clearing Account	Check	1105610	05/10/22	Accounts Payable	DISH NETWORK	195.80
NBAZ - Warrant Clearing Account	Check	1105611	05/10/22	Accounts Payable	EBS CO SUBSCRIPTION SERVICES/KWIKBOOST LLC	4,050.87
NBAZ - Warrant Clearing Account	Check	1105612	05/10/22	Accounts Payable	PJ E EDWARDS-RAY	212.50
NBAZ - Warrant Clearing Account	Check	1105613	05/10/22	Accounts Payable	EL CUPIDOS EXPRESS	104.73

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105614	05/10/22	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	449.16
NBAZ - Warrant Clearing Account	Check	1105615	05/10/22	Accounts Payable	EMPIRE MACHINERY	10,311.29
NBAZ - Warrant Clearing Account	Check	1105616	05/10/22	Accounts Payable	FLEET PRIDE	1,813.75
NBAZ - Warrant Clearing Account	Check	1105617	05/10/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	1,029.22
NBAZ - Warrant Clearing Account	Check	1105618	05/10/22	Accounts Payable	JOHN L FREEMAN JR	54.52
NBAZ - Warrant Clearing Account	Check	1105619	05/10/22	Accounts Payable	FRONTIER	173.43
NBAZ - Warrant Clearing Account	Check	1105620	05/10/22	Accounts Payable	FRONTIER	240.43
NBAZ - Warrant Clearing Account	Check	1105621	05/10/22	Accounts Payable	FRONTIER	200.26
NBAZ - Warrant Clearing Account	Check	1105622	05/10/22	Accounts Payable	FRONTIER	120.41
NBAZ - Warrant Clearing Account	Check	1105623	05/10/22	Accounts Payable	FRONTIER	183.88
NBAZ - Warrant Clearing Account	Check	1105624	05/10/22	Accounts Payable	FRONTIER	177.31
NBAZ - Warrant Clearing Account	Check	1105625	05/10/22	Accounts Payable	FRONTIER	133.41
NBAZ - Warrant Clearing Account	Check	1105626	05/10/22	Accounts Payable	FRONTIER	181.53
NBAZ - Warrant Clearing Account	Check	1105627	05/10/22	Accounts Payable	FRONTIER	254.84
NBAZ - Warrant Clearing Account	Check	1105628	05/10/22	Accounts Payable	FRONTIER	177.42
NBAZ - Warrant Clearing Account	Check	1105629	05/10/22	Accounts Payable	FRONTIER	1,855.46
NBAZ - Warrant Clearing Account	Check	1105630	05/10/22	Accounts Payable	FRONTIER	85.49
NBAZ - Warrant Clearing Account	Check	1105631	05/10/22	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1105632	05/10/22	Accounts Payable	FRONTIER	57.17
NBAZ - Warrant Clearing Account	Check	1105633	05/10/22	Accounts Payable	FUTURE TIRE	1,259.69
NBAZ - Warrant Clearing Account	Check	1105634	05/10/22	Accounts Payable	GALL'S INC	152.75
NBAZ - Warrant Clearing Account	Check	1105635	05/10/22	Accounts Payable	GALLUP LUMBER & SUPPLY	4,046.45
NBAZ - Warrant Clearing Account	Check	1105636	05/10/22	Accounts Payable	GALLUP WATER WORKS	12.72
NBAZ - Warrant Clearing Account	Check	1105637	05/10/22	Accounts Payable	GOLIGHTLY TIRE	584.78
NBAZ - Warrant Clearing Account	Check	1105638	05/10/22	Accounts Payable	GRAINGER	1,060.28
NBAZ - Warrant Clearing Account	Check	1105639	05/10/22	Accounts Payable	TIMOTHY JAMES HARRIS JR	19.57
NBAZ - Warrant Clearing Account	Check	1105640	05/10/22	Accounts Payable	KLINT HEAP	1,521.72
NBAZ - Warrant Clearing Account	Check	1105641	05/10/22	Accounts Payable	ROBERT JAMES HIGGINS	2,508.23
NBAZ - Warrant Clearing Account	Check	1105642	05/10/22	Accounts Payable	HIGH COUNTRY PROPANE	464.00
NBAZ - Warrant Clearing Account	Check	1105643	05/10/22	Accounts Payable	HIGH COUNTRY SIGNS LLC	5,750.00
NBAZ - Warrant Clearing Account	Check	1105644	05/10/22	Accounts Payable	HILL AZ GROCERY STORE	570.98
NBAZ - Warrant Clearing Account	Check	1105645	05/10/22	Accounts Payable	HILL AZ GROCERY STORE	4.35
NBAZ - Warrant Clearing Account	Check	1105646	05/10/22	Accounts Payable	HILLYARD/FLAGSTAFF	1,239.22
NBAZ - Warrant Clearing Account	Check	1105647	05/10/22	Accounts Payable	HOME DEPOT	5,169.39
NBAZ - Warrant Clearing Account	Check	1105648	05/10/22	Accounts Payable	HORNE AUTO CENTER INC	298.18
NBAZ - Warrant Clearing Account	Check	1105649	05/10/22	Accounts Payable	HP2 INC	18,040.38
NBAZ - Warrant Clearing Account	Check	1105650	05/10/22	Accounts Payable	INGRAM LIBRARY SERVICES	5,551.52
NBAZ - Warrant Clearing Account	Check	1105651	05/10/22	Accounts Payable	DENNISE L JONES	1,585.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105652	05/10/22	Accounts Payable	TOMMY KIRK	48.00
NBAZ - Warrant Clearing Account	Check	1105653	05/10/22	Accounts Payable	KONICA MINOLTA	117.78
NBAZ - Warrant Clearing Account	Check	1105654	05/10/22	Accounts Payable	LANGUAGE LINE SERVICES INC	650.67
NBAZ - Warrant Clearing Account	Check	1105655	05/10/22	Accounts Payable	LARSON WASTE INC	138.00
NBAZ - Warrant Clearing Account	Check	1105656	05/10/22	Accounts Payable	MICHAEL LATHAM	588.49
NBAZ - Warrant Clearing Account	Check	1105657	05/10/22	Accounts Payable	LAWSON PRODUCTS INC	1,169.10
NBAZ - Warrant Clearing Account	Check	1105658	05/10/22	Accounts Payable	LEGATE, PENROD & ASSOCIATES	9,208.00
NBAZ - Warrant Clearing Account	Check	1105659	05/10/22	Accounts Payable	LIVCO WATER & SEWER COMPANY	32.86
NBAZ - Warrant Clearing Account	Check	1105660	05/10/22	Accounts Payable	LOWES #24	383.05
NBAZ - Warrant Clearing Account	Check	1105661	05/10/22	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	1,100.66
NBAZ - Warrant Clearing Account	Check	1105662	05/10/22	Accounts Payable	OSCAR R MIRANDA	65.88
NBAZ - Warrant Clearing Account	Check	1105663	05/10/22	Accounts Payable	MISSION UNIFORM & LINEN	93.79
NBAZ - Warrant Clearing Account	Check	1105664	05/10/22	Accounts Payable	JASON WAYNE MOORE	1,830.77
NBAZ - Warrant Clearing Account	Check	1105665	05/10/22	Accounts Payable	DANIEL R MUTH	35.92
NBAZ - Warrant Clearing Account	Check	1105666	05/10/22	Accounts Payable	NAPA	43.07
NBAZ - Warrant Clearing Account	Check	1105667	05/10/22	Accounts Payable	NATIONAL TACTICAL OFFICERS ASSN	35.00
NBAZ - Warrant Clearing Account	Check	1105668	05/10/22	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	1,192.50
NBAZ - Warrant Clearing Account	Check	1105669	05/10/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	330.57
NBAZ - Warrant Clearing Account	Check	1105670	05/10/22	Accounts Payable	NAVAJO WESTERNERS	22.23
NBAZ - Warrant Clearing Account	Check	1105671	05/10/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,932.48
NBAZ - Warrant Clearing Account	Check	1105672	05/10/22	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	648.00
NBAZ - Warrant Clearing Account	Check	1105673	05/10/22	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	4,160.16
NBAZ - Warrant Clearing Account	Check	1105674	05/10/22	Accounts Payable	O'REILLY AUTO PARTS	367.55
NBAZ - Warrant Clearing Account	Check	1105675	05/10/22	Accounts Payable	OFFICE DEPOT	82.23
NBAZ - Warrant Clearing Account	Check	1105676	05/10/22	Accounts Payable	OVERDRIVE INC	4.00
NBAZ - Warrant Clearing Account	Check	1105677	05/10/22	Accounts Payable	PAGE STEEL	1,918.85
NBAZ - Warrant Clearing Account	Check	1105678	05/10/22	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1105679	05/10/22	Accounts Payable	PERFECT PRINTZ LLC	1,230.26
NBAZ - Warrant Clearing Account	Check	1105680	05/10/22	Accounts Payable	PREMIUM PROPANE LLC	773.12
NBAZ - Warrant Clearing Account	Check	1105681	05/10/22	Accounts Payable	QUALITY CARQUEST	1,828.11
NBAZ - Warrant Clearing Account	Check	1105682	05/10/22	Accounts Payable	QUALITY READY MIX INC	8,891.05
NBAZ - Warrant Clearing Account	Check	1105683	05/10/22	Accounts Payable	QUILL CORP	7,622.16
NBAZ - Warrant Clearing Account	Check	1105684	05/10/22	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1105685	05/10/22	Accounts Payable	R&S NORTHEAST LLC	679.29
NBAZ - Warrant Clearing Account	Check	1105686	05/10/22	Accounts Payable	RAELENE RABAN	78.34
NBAZ - Warrant Clearing Account	Check	1105687	05/10/22	Accounts Payable	RHINEHART OIL CO	6,230.84
NBAZ - Warrant Clearing Account	Check	1105688	05/10/22	Accounts Payable	ROUND VALLEY ELKS BOOSTER CLUB LLC	300.00
NBAZ - Warrant Clearing Account	Check	1105689	05/10/22	Accounts Payable	RUSH TRUCK CENTER	325.39

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105690	05/10/22	Accounts Payable	SAFETY KLEEN	348.38
NBAZ - Warrant Clearing Account	Check	1105691	05/10/22	Accounts Payable	SAINT JOHNS BOOSTER CLUB INC	300.00
NBAZ - Warrant Clearing Account	Check	1105692	05/10/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,990.31
NBAZ - Warrant Clearing Account	Check	1105693	05/10/22	Accounts Payable	SEM APPLICATIONS INC	96.00
NBAZ - Warrant Clearing Account	Check	1105694	05/10/22	Accounts Payable	SIERRA PROPANE	699.82
NBAZ - Warrant Clearing Account	Check	1105695	05/10/22	Accounts Payable	ERIN KRISTINE SMITH	37.13
NBAZ - Warrant Clearing Account	Check	1105696	05/10/22	Accounts Payable	SPARKLETT'S WATER	92.80
NBAZ - Warrant Clearing Account	Check	1105697	05/10/22	Accounts Payable	SPEEDY SALES AND SERVICE	848.00
NBAZ - Warrant Clearing Account	Check	1105698	05/10/22	Accounts Payable	SREAX (J2 GLOBAL CANADA INC)	77.55
NBAZ - Warrant Clearing Account	Check	1105699	05/10/22	Accounts Payable	ST JOHNS CITY	720.62
NBAZ - Warrant Clearing Account	Check	1105700	05/10/22	Accounts Payable	SUMMIT FIRE & SECURITY A-1 NATIONAL FIRE CO	3,993.34
NBAZ - Warrant Clearing Account	Check	1105701	05/10/22	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	744.90
NBAZ - Warrant Clearing Account	Check	1105702	05/10/22	Accounts Payable	TEEC NOS POS TRADING CO	337.47
NBAZ - Warrant Clearing Account	Check	1105703	05/10/22	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	107.34
NBAZ - Warrant Clearing Account	Check	1105704	05/10/22	Accounts Payable	THE LIBRARY STORE INC	461.90
NBAZ - Warrant Clearing Account	Check	1105705	05/10/22	Accounts Payable	THE NAVAJO NATION MUSEUM	296.80
NBAZ - Warrant Clearing Account	Check	1105706	05/10/22	Accounts Payable	THE POUR STATION	60.03
NBAZ - Warrant Clearing Account	Check	1105707	05/10/22	Accounts Payable	THOMSON REUTERS WEST	2,487.48
NBAZ - Warrant Clearing Account	Check	1105708	05/10/22	Accounts Payable	TOWN OF EAGAR	257.88
NBAZ - Warrant Clearing Account	Check	1105709	05/10/22	Accounts Payable	TRINITY SERVICES GROUP INC	19,905.44
NBAZ - Warrant Clearing Account	Check	1105710	05/10/22	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	514.81
NBAZ - Warrant Clearing Account	Check	1105711	05/10/22	Accounts Payable	TYLER TECHNOLOGIES INC	420.00
NBAZ - Warrant Clearing Account	Check	1105712	05/10/22	Accounts Payable	UNIFIRST CORPORATION	72.34
NBAZ - Warrant Clearing Account	Check	1105713	05/10/22	Accounts Payable	US POSTMASTER	226.00
NBAZ - Warrant Clearing Account	Check	1105714	05/10/22	Accounts Payable	US POSTMASTER	160.00
NBAZ - Warrant Clearing Account	Check	1105715	05/10/22	Accounts Payable	VALLEY AUTO PARTS	1,542.69
NBAZ - Warrant Clearing Account	Check	1105716	05/10/22	Accounts Payable	VALLEY IMAGING SOLUTIONS	506.75
NBAZ - Warrant Clearing Account	Check	1105717	05/10/22	Accounts Payable	VERIZON WIRELESS	73.07
NBAZ - Warrant Clearing Account	Check	1105718	05/10/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	32.53
NBAZ - Warrant Clearing Account	Check	1105719	05/10/22	Accounts Payable	WAGNER EQUIPMENT CO	398.08
NBAZ - Warrant Clearing Account	Check	1105720	05/10/22	Accounts Payable	WESTERN DETENTION PRODUCTS INC	852.00
NBAZ - Warrant Clearing Account	Check	1105721	05/10/22	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	649.20
NBAZ - Warrant Clearing Account	Check	1105722	05/10/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	131.85
NBAZ - Warrant Clearing Account	Check	1105723	05/10/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	2,364.62
NBAZ - Warrant Clearing Account	Check	1105724	05/10/22	Accounts Payable	GARRET LEE WHITING	182.27
NBAZ - Warrant Clearing Account	Check	1105725	05/10/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	560.07
NBAZ - Warrant Clearing Account	Check	1105726	05/10/22	Accounts Payable	WOODSON ENGINEERING & SURVEYING INC	8,707.50
NBAZ - Warrant Clearing Account	Check	1105727	05/10/22	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	14,000.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105728	05/17/22	Accounts Payable	4IMPRINT	1,495.63
NBAZ - Warrant Clearing Account	Check	1105729	05/17/22	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
NBAZ - Warrant Clearing Account	Check	1105730	05/17/22	Accounts Payable	ADVERTISING IDEAS	494.19
NBAZ - Warrant Clearing Account	Check	1105731	05/17/22	Accounts Payable	AIA - ARIZONA INTERSCHOLASTIC ASSOCIATION INC	75.00
NBAZ - Warrant Clearing Account	Check	1105732	05/17/22	Accounts Payable	ALPINE WATER AND SANITARY	99.42
NBAZ - Warrant Clearing Account	Check	1105733	05/17/22	Accounts Payable	ALSCO INC	511.47
NBAZ - Warrant Clearing Account	Check	1105734	05/17/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	8,657.18
NBAZ - Warrant Clearing Account	Check	1105735	05/17/22	Accounts Payable	APACHE COUNTY	6.66
NBAZ - Warrant Clearing Account	Check	1105736	05/17/22	Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	1,276.50
NBAZ - Warrant Clearing Account	Check	1105737	05/17/22	Accounts Payable	ASPEN TIRE & OIL	174.87
NBAZ - Warrant Clearing Account	Check	1105738	05/17/22	Accounts Payable	AT&T MOBILITY	69.72
NBAZ - Warrant Clearing Account	Check	1105739	05/17/22	Accounts Payable	AZ SUPREME COURT	375.00
NBAZ - Warrant Clearing Account	Check	1105740	05/17/22	Accounts Payable	AZ SUPREME COURT	750.00
NBAZ - Warrant Clearing Account	Check	1105741	05/17/22	Accounts Payable	AZLGEBT	335,584.62
NBAZ - Warrant Clearing Account	Check	1105742	05/17/22	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDR RADIO	660.00
NBAZ - Warrant Clearing Account	Check	1105743	05/17/22	Accounts Payable	BAUMAN HOME AND AUTO INC	375.73
NBAZ - Warrant Clearing Account	Check	1105744	05/17/22	Accounts Payable	BERNICE BEGAY	70.00
NBAZ - Warrant Clearing Account	Check	1105745	05/17/22	Accounts Payable	SARAH MAE BEGAY	235.00
NBAZ - Warrant Clearing Account	Check	1105746	05/17/22	Accounts Payable	BI INC	473.29
NBAZ - Warrant Clearing Account	Check	1105747	05/17/22	Accounts Payable	BIG SKY COMMUNICATIONS INC	762.00
NBAZ - Warrant Clearing Account	Check	1105748	05/17/22	Accounts Payable	BLUE HILLS ENVIRONMENTAL	622.27
NBAZ - Warrant Clearing Account	Check	1105749	05/17/22	Accounts Payable	BOOT BARN	319.50
NBAZ - Warrant Clearing Account	Check	1105750	05/17/22	Accounts Payable	DEVIN BROWN	269.40
NBAZ - Warrant Clearing Account	Check	1105751	05/17/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1105752	05/17/22	Accounts Payable	BURNHAM MORTUARY	448.78
NBAZ - Warrant Clearing Account	Check	1105753	05/17/22	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1105754	05/17/22	Accounts Payable	BURNHAM MORTUARY	1,000.00
NBAZ - Warrant Clearing Account	Check	1105755	05/17/22	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	42.97
NBAZ - Warrant Clearing Account	Check	1105756	05/17/22	Accounts Payable	JERMAINE CARLSON	70.00
NBAZ - Warrant Clearing Account	Check	1105757	05/17/22	Accounts Payable	ELIZABETH A CASTILLO	74.22
NBAZ - Warrant Clearing Account	Check	1105758	05/17/22	Accounts Payable	CBT NUGGETS LLC	1,307.02
NBAZ - Warrant Clearing Account	Check	1105759	05/17/22	Accounts Payable	CCS PRESENTATION SYSTEMS	61,442.40
NBAZ - Warrant Clearing Account	Check	1105760	05/17/22	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	4,269.73
NBAZ - Warrant Clearing Account	Check	1105761	05/17/22	Accounts Payable	CORDANT HEALTH SOLUTIONS	1,861.84
NBAZ - Warrant Clearing Account	Check	1105762	05/17/22	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	1,072.74
NBAZ - Warrant Clearing Account	Check	1105763	05/17/22	Accounts Payable	CREDITRON CORPORATION	5,133.85
NBAZ - Warrant Clearing Account	Check	1105764	05/17/22	Accounts Payable	JOSHUA T CURTIS	34.00
NBAZ - Warrant Clearing Account	Check	1105765	05/17/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.72

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105766	05/17/22	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	329.06
NBAZ - Warrant Clearing Account	Check	1105767	05/17/22	Accounts Payable	JOSEPH DEDMAN JR	295.00
NBAZ - Warrant Clearing Account	Check	1105768	05/17/22	Accounts Payable	DESERT MOUNTAIN CORPORATION	5,114.89
NBAZ - Warrant Clearing Account	Check	1105769	05/17/22	Accounts Payable	DISH NETWORK	122.52
NBAZ - Warrant Clearing Account	Check	1105770	05/17/22	Accounts Payable	DISH NETWORK	88.53
NBAZ - Warrant Clearing Account	Check	1105771	05/17/22	Accounts Payable	EASTERN ARIZONA COUNTIES ORGANIZATION EAC	6,000.00
NBAZ - Warrant Clearing Account	Check	1105772	05/17/22	Accounts Payable	EMPIRE MACHINERY	4,396.16
NBAZ - Warrant Clearing Account	Check	1105773	05/17/22	Accounts Payable	FERRELLGAS	1,096.10
NBAZ - Warrant Clearing Account	Check	1105774	05/17/22	Accounts Payable	FLEET PRIDE	3,013.69
NBAZ - Warrant Clearing Account	Check	1105775	05/17/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	203.84
NBAZ - Warrant Clearing Account	Check	1105776	05/17/22	Accounts Payable	FRONTIER	114.54
NBAZ - Warrant Clearing Account	Check	1105777	05/17/22	Accounts Payable	FRONTIER	209.22
NBAZ - Warrant Clearing Account	Check	1105778	05/17/22	Accounts Payable	FRONTIER	171.05
NBAZ - Warrant Clearing Account	Check	1105779	05/17/22	Accounts Payable	FRONTIER	172.85
NBAZ - Warrant Clearing Account	Check	1105780	05/17/22	Accounts Payable	FRONTIER	111.47
NBAZ - Warrant Clearing Account	Check	1105781	05/17/22	Accounts Payable	FRONTIER	80.19
NBAZ - Warrant Clearing Account	Check	1105782	05/17/22	Accounts Payable	FRONTIER	198.84
NBAZ - Warrant Clearing Account	Check	1105783	05/17/22	Accounts Payable	FRONTIER	166.30
NBAZ - Warrant Clearing Account	Check	1105784	05/17/22	Accounts Payable	FRONTIER	77.69
NBAZ - Warrant Clearing Account	Check	1105785	05/17/22	Accounts Payable	FRONTIER	78.12
NBAZ - Warrant Clearing Account	Check	1105786	05/17/22	Accounts Payable	FRONTIER	79.77
NBAZ - Warrant Clearing Account	Check	1105787	05/17/22	Accounts Payable	FRONTIER	1,255.88
NBAZ - Warrant Clearing Account	Check	1105788	05/17/22	Accounts Payable	FUTURE TIRE	1,348.11
NBAZ - Warrant Clearing Account	Check	1105789	05/17/22	Accounts Payable	GALL'S INC	33.82
NBAZ - Warrant Clearing Account	Check	1105790	05/17/22	Accounts Payable	GALLUP LUMBER & SUPPLY	1,499.61
NBAZ - Warrant Clearing Account	Check	1105791	05/17/22	Accounts Payable	GALLUP WATER WORKS	35.75
NBAZ - Warrant Clearing Account	Check	1105792	05/17/22	Accounts Payable	GOLIGHTLY TIRE	9,034.73
NBAZ - Warrant Clearing Account	Check	1105793	05/17/22	Accounts Payable	GRAINGER	4,611.03
NBAZ - Warrant Clearing Account	Check	1105794	05/17/22	Accounts Payable	DARYL GREER	630.90
NBAZ - Warrant Clearing Account	Check	1105795	05/17/22	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1105796	05/17/22	Accounts Payable	JOHN ROY HARRIS	28.51
NBAZ - Warrant Clearing Account	Check	1105797	05/17/22	Accounts Payable	ROSCOE GEORGE HERRERA	106.00
NBAZ - Warrant Clearing Account	Check	1105798	05/17/22	Accounts Payable	HILL AZ GROCERY STORE	41.36
NBAZ - Warrant Clearing Account	Check	1105799	05/17/22	Accounts Payable	HILL AZ GROCERY STORE	112.92
NBAZ - Warrant Clearing Account	Check	1105800	05/17/22	Accounts Payable	HILLYARD/FLAGSTAFF	889.71
NBAZ - Warrant Clearing Account	Check	1105801	05/17/22	Accounts Payable	HOME DEPOT	617.07
NBAZ - Warrant Clearing Account	Check	1105802	05/17/22	Accounts Payable	HOMETOWN AUTO DETAILING	25.00
NBAZ - Warrant Clearing Account	Check	1105803	05/17/22	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	822.85

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105804	05/17/22	Accounts Payable	INHEALTH SYSTEMS AND SERVICES	1,009.02
NBAZ - Warrant Clearing Account	Check	1105805	05/17/22	Accounts Payable	K-LOG	2,929.61
NBAZ - Warrant Clearing Account	Check	1105806	05/17/22	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	74.74
NBAZ - Warrant Clearing Account	Check	1105807	05/17/22	Accounts Payable	STEPHEN W KIZER	286.07
NBAZ - Warrant Clearing Account	Check	1105808	05/17/22	Accounts Payable	KONICA MINOLTA	4.55
NBAZ - Warrant Clearing Account	Check	1105809	05/17/22	Accounts Payable	DAVID LAMM	225.00
NBAZ - Warrant Clearing Account	Check	1105810	05/17/22	Accounts Payable	LAROC REFRIGERATION - METAL DIVISION INC	48.74
NBAZ - Warrant Clearing Account	Check	1105811	05/17/22	Accounts Payable	LARSON WASTE INC	24.95
NBAZ - Warrant Clearing Account	Check	1105812	05/17/22	Accounts Payable	WALTER LARUE	25.00
NBAZ - Warrant Clearing Account	Check	1105813	05/17/22	Accounts Payable	LAWSON PRODUCTS INC	2,411.93
NBAZ - Warrant Clearing Account	Check	1105814	05/17/22	Accounts Payable	LB SEPTIC SERVICE	190.80
NBAZ - Warrant Clearing Account	Check	1105815	05/17/22	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	178.71
NBAZ - Warrant Clearing Account	Check	1105816	05/17/22	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	2.73
NBAZ - Warrant Clearing Account	Check	1105817	05/17/22	Accounts Payable	LOWES #24	203.65
NBAZ - Warrant Clearing Account	Check	1105818	05/17/22	Accounts Payable	LOWES COMPANIES INC	71.04
NBAZ - Warrant Clearing Account	Check	1105819	05/17/22	Accounts Payable	MATFORCE	50.00
NBAZ - Warrant Clearing Account	Check	1105820	05/17/22	Accounts Payable	CHRIS MCCARTHY	423.00
NBAZ - Warrant Clearing Account	Check	1105821	05/17/22	Accounts Payable	STEPHANIE MCCARTHY	83.05
NBAZ - Warrant Clearing Account	Check	1105822	05/17/22	Accounts Payable	MENDEZ FOUNDATION	6,079.90
NBAZ - Warrant Clearing Account	Check	1105823	05/17/22	Accounts Payable	MINKUS	965.00
NBAZ - Warrant Clearing Account	Check	1105824	05/17/22	Accounts Payable	MISSION UNIFORM & LINEN	93.79
NBAZ - Warrant Clearing Account	Check	1105825	05/17/22	Accounts Payable	NAPA	290.89
NBAZ - Warrant Clearing Account	Check	1105826	05/17/22	Accounts Payable	NATIONAL BUSINESS FURNITURE	3,249.80
NBAZ - Warrant Clearing Account	Check	1105827	05/17/22	Accounts Payable	NAVAJO SANITATION INC	332.31
NBAZ - Warrant Clearing Account	Check	1105828	05/17/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	6,567.29
NBAZ - Warrant Clearing Account	Check	1105829	05/17/22	Accounts Payable	NAVAJO WESTERNERS	189.77
NBAZ - Warrant Clearing Account	Check	1105830	05/17/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,289.99
NBAZ - Warrant Clearing Account	Check	1105831	05/17/22	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	198.24
NBAZ - Warrant Clearing Account	Check	1105832	05/17/22	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	21,271.36
NBAZ - Warrant Clearing Account	Check	1105833	05/17/22	Accounts Payable	ERICA NOVAK	26.44
NBAZ - Warrant Clearing Account	Check	1105834	05/17/22	Accounts Payable	O'REILLY AUTO PARTS	134.77
NBAZ - Warrant Clearing Account	Check	1105835	05/17/22	Accounts Payable	OCTOPUS CAR WASH INC	11.45
NBAZ - Warrant Clearing Account	Check	1105836	05/17/22	Accounts Payable	OFFICE DEPOT	293.43
NBAZ - Warrant Clearing Account	Check	1105837	05/17/22	Accounts Payable	OFFICE OF THE AUDITOR GENERAL	9,000.00
NBAZ - Warrant Clearing Account	Check	1105838	05/17/22	Accounts Payable	OVERDRIVE INC	343.23
NBAZ - Warrant Clearing Account	Check	1105839	05/17/22	Accounts Payable	DENNIELLE PATTERSON	21.76
NBAZ - Warrant Clearing Account	Check	1105840	05/17/22	Accounts Payable	PERFECT PRINTZ LLC	1,251.77
NBAZ - Warrant Clearing Account	Check	1105841	05/17/22	Accounts Payable	PIMA COUNTY MEDICAL	2,500.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105842	05/17/22	Accounts Payable	PINAL COUNTY ARIZONA	4,164.00
NBAZ - Warrant Clearing Account	Check	1105843	05/17/22	Accounts Payable	PREMIER DRY CLEANING	78.50
NBAZ - Warrant Clearing Account	Check	1105844	05/17/22	Accounts Payable	PREMIUM PROPANE LLC	926.13
NBAZ - Warrant Clearing Account	Check	1105845	05/17/22	Accounts Payable	JOSELYN C PRIETO	11.34
NBAZ - Warrant Clearing Account	Check	1105846	05/17/22	Accounts Payable	QUILL CORP	4,440.03
NBAZ - Warrant Clearing Account	Check	1105847	05/17/22	Accounts Payable	RACHER'S OFFICE EQUIPMENT	648.22
NBAZ - Warrant Clearing Account	Check	1105848	05/17/22	Accounts Payable	RHINEHART OIL CO	12,774.09
NBAZ - Warrant Clearing Account	Check	1105849	05/17/22	Accounts Payable	RIGG LAW FIRM PLLC	1,352.00
NBAZ - Warrant Clearing Account	Check	1105850	05/17/22	Accounts Payable	CAROL A ROBERTS	22.23
NBAZ - Warrant Clearing Account	Check	1105851	05/17/22	Accounts Payable	RUSH TRUCK CENTER	97.02
NBAZ - Warrant Clearing Account	Check	1105852	05/17/22	Accounts Payable	SAFEWAY INC	35.76
NBAZ - Warrant Clearing Account	Check	1105853	05/17/22	Accounts Payable	SAINT JOHNS BOOSTER CLUB INC	500.00
NBAZ - Warrant Clearing Account	Check	1105854	05/17/22	Accounts Payable	SECURUS TECHNOLOGIES INC	1,172.14
NBAZ - Warrant Clearing Account	Check	1105855	05/17/22	Accounts Payable	ALTON JOE SHEPHERD	465.46
NBAZ - Warrant Clearing Account	Check	1105856	05/17/22	Accounts Payable	SIERRA PROPANE	13.09
NBAZ - Warrant Clearing Account	Check	1105857	05/17/22	Accounts Payable	SONORA QUEST LABORATORIES	586.89
NBAZ - Warrant Clearing Account	Check	1105858	05/17/22	Accounts Payable	SOUTHERN TIRE MART LLC	824.69
NBAZ - Warrant Clearing Account	Check	1105859	05/17/22	Accounts Payable	SPARKLETT'S WATER	4.00
NBAZ - Warrant Clearing Account	Check	1105860	05/17/22	Accounts Payable	SPEEDY SALES AND SERVICE	296.80
NBAZ - Warrant Clearing Account	Check	1105861	05/17/22	Accounts Payable	ST JOHNS CITY	6,961.86
NBAZ - Warrant Clearing Account	Check	1105862	05/17/22	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	330.58
NBAZ - Warrant Clearing Account	Check	1105863	05/17/22	Accounts Payable	SUN GLASS LLC	463.85
NBAZ - Warrant Clearing Account	Check	1105864	05/17/22	Accounts Payable	TEEC NOS POS TRADING CO	858.95
NBAZ - Warrant Clearing Account	Check	1105865	05/17/22	Accounts Payable	THE POUR STATION	69.38
NBAZ - Warrant Clearing Account	Check	1105866	05/17/22	Accounts Payable	THE SYNTHETIC GRASS STORE	15,012.68
NBAZ - Warrant Clearing Account	Check	1105867	05/17/22	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
NBAZ - Warrant Clearing Account	Check	1105868	05/17/22	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1105869	05/17/22	Accounts Payable	THOMSON REUTERS WEST	2,070.66
NBAZ - Warrant Clearing Account	Check	1105870	05/17/22	Accounts Payable	TOWN OF EAGAR	104.35
NBAZ - Warrant Clearing Account	Check	1105871	05/17/22	Accounts Payable	TRIPLE R FUELS	5.00
NBAZ - Warrant Clearing Account	Check	1105872	05/17/22	Accounts Payable	ERVIN TSINNIJINIE	140.00
NBAZ - Warrant Clearing Account	Check	1105873	05/17/22	Accounts Payable	UNIFIRST CORPORATION	72.34
NBAZ - Warrant Clearing Account	Check	1105874	05/17/22	Accounts Payable	VALLEY AUTO PARTS	577.43
NBAZ - Warrant Clearing Account	Check	1105875	05/17/22	Accounts Payable	HEATHER VAN DER NOORD	108.97
NBAZ - Warrant Clearing Account	Check	1105876	05/17/22	Accounts Payable	VERIZON WIRELESS	1,320.70
NBAZ - Warrant Clearing Account	Check	1105877	05/17/22	Accounts Payable	WESTERN DRUG COMPANY	5.00
NBAZ - Warrant Clearing Account	Check	1105878	05/17/22	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	1,118.30
NBAZ - Warrant Clearing Account	Check	1105879	05/17/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	556.89

Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105880	05/17/22	Accounts Payable	XEROX CORP	53.86
NBAZ - Warrant Clearing Account	Check	1105881	05/17/22	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,999.81
NBAZ - Warrant Clearing Account	Check	1105882	05/17/22	Accounts Payable	JOSEPH YOUNG	169.63
NBAZ - Warrant Clearing Account	Check	1105883	05/24/22	Accounts Payable	AIR-A-ZONA FLAG CO INC	173.02
NBAZ - Warrant Clearing Account	Check	1105884	05/24/22	Accounts Payable	ALTON JOE SHEPHERD	563.66
NBAZ - Warrant Clearing Account	Check	1105904	05/24/22	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	323.20
NBAZ - Warrant Clearing Account	Check	1105905	05/24/22	Accounts Payable	APACHE COUNTY FSA	788.24
NBAZ - Warrant Clearing Account	Check	1105906	05/24/22	Accounts Payable	APACHE COUNTY HSA	4,010.76
NBAZ - Warrant Clearing Account	Check	1105907	05/24/22	Accounts Payable	APACHE COUNTY MEDICAL	168,997.19
NBAZ - Warrant Clearing Account	Check	1105908	05/24/22	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	150,447.19
NBAZ - Warrant Clearing Account	Check	1105909	05/24/22	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1105910	05/24/22	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1105911	05/24/22	Accounts Payable	AZ STATE RETIREMENT SYSTEM	126,483.49
NBAZ - Warrant Clearing Account	Check	1105912	05/24/22	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1105913	05/24/22	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,306.20
NBAZ - Warrant Clearing Account	Check	1105914	05/24/22	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1105915	05/24/22	Accounts Payable	CORP DISABILITY	203.12
NBAZ - Warrant Clearing Account	Check	1105916	05/24/22	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,576.17
NBAZ - Warrant Clearing Account	Check	1105917	05/24/22	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,600.01
NBAZ - Warrant Clearing Account	Check	1105918	05/24/22	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1105919	05/24/22	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1105920	05/24/22	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1105921	05/24/22	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1105922	05/24/22	Accounts Payable	NATIONWIDE	4,041.45
NBAZ - Warrant Clearing Account	Check	1105923	05/24/22	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1105924	05/24/22	Accounts Payable	NATIONWIDE TRUST FSB	3,257.95
NBAZ - Warrant Clearing Account	Check	1105925	05/24/22	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1105926	05/24/22	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,511.63
NBAZ - Warrant Clearing Account	Check	1105927	05/24/22	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1105928	05/24/22	Accounts Payable	SECURITY BENEFIT GROUP	315.00
NBAZ - Warrant Clearing Account	Check	1105929	05/24/22	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,125.00
NBAZ - Warrant Clearing Account	Check	1105930	05/25/22	Accounts Payable	ADVANCED AIR SYSTEMS LLC	562.50
NBAZ - Warrant Clearing Account	Check	1105931	05/25/22	Accounts Payable	ALPINE WATER AND SANITARY	69.42
NBAZ - Warrant Clearing Account	Check	1105932	05/25/22	Accounts Payable	ALSCO INC	810.75
NBAZ - Warrant Clearing Account	Check	1105933	05/25/22	Accounts Payable	AMAZON CAPITAL SERVICES INC	4,317.44
NBAZ - Warrant Clearing Account	Check	1105934	05/25/22	Accounts Payable	AMAZON COM INC (Health & Library)	10.90
NBAZ - Warrant Clearing Account	Check	1105935	05/25/22	Accounts Payable	AMIGO CHEVROLET	194.79
NBAZ - Warrant Clearing Account	Check	1105936	05/25/22	Accounts Payable	CHARLI A ANDERSON	396.06

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105937	05/25/22	Accounts Payable	APACHE COUNTY 4-H LEADERS COUNCIL	1,000.00
NBAZ - Warrant Clearing Account	Check	1105938	05/25/22	Accounts Payable	ASPEN TIRE & OIL	36.99
NBAZ - Warrant Clearing Account	Check	1105939	05/25/22	Accounts Payable	AZ COUNTY CLERKS ASSOCIATION	200.00
NBAZ - Warrant Clearing Account	Check	1105940	05/25/22	Accounts Payable	LUCINDA A BALOO	50.66
NBAZ - Warrant Clearing Account	Check	1105941	05/25/22	Accounts Payable	BAUMAN HOME AND AUTO INC	2,121.78
NBAZ - Warrant Clearing Account	Check	1105942	05/25/22	Accounts Payable	SARAH MAE BEGAY	340.00
NBAZ - Warrant Clearing Account	Check	1105943	05/25/22	Accounts Payable	BENCHMARK EQUIPMENT & TANK INC	319.52
NBAZ - Warrant Clearing Account	Check	1105944	05/25/22	Accounts Payable	BEST WESTERN SUNRISE INN - EAGAR AZ	1,053.30
NBAZ - Warrant Clearing Account	Check	1105945	05/25/22	Accounts Payable	BLUE LINE TOWING	700.00
NBAZ - Warrant Clearing Account	Check	1105946	05/25/22	Accounts Payable	BOOT BARN	200.00
NBAZ - Warrant Clearing Account	Check	1105947	05/25/22	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	2,345.80
NBAZ - Warrant Clearing Account	Check	1105948	05/25/22	Accounts Payable	BOUNCEBACK INC	87.00
NBAZ - Warrant Clearing Account	Check	1105949	05/25/22	Accounts Payable	BRAD HALL & ASSOCIATES INC	58,036.61
NBAZ - Warrant Clearing Account	Check	1105950	05/25/22	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1105951	05/25/22	Accounts Payable	BURNHAM MORTUARY	448.78
NBAZ - Warrant Clearing Account	Check	1105952	05/25/22	Accounts Payable	BURNHAM MORTUARY	410.50
NBAZ - Warrant Clearing Account	Check	1105953	05/25/22	Accounts Payable	BUTTERFLY LODGE MUSEUM	500.00
NBAZ - Warrant Clearing Account	Check	1105954	05/25/22	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	318.90
NBAZ - Warrant Clearing Account	Check	1105955	05/25/22	Accounts Payable	MAE CLARK	27.94
NBAZ - Warrant Clearing Account	Check	1105956	05/25/22	Accounts Payable	COURTESY AUTO OF MESA LLC	75,818.25
NBAZ - Warrant Clearing Account	Check	1105957	05/25/22	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	12,035.00
NBAZ - Warrant Clearing Account	Check	1105958	05/25/22	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	4,748.75
NBAZ - Warrant Clearing Account	Check	1105959	05/25/22	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	27.30
NBAZ - Warrant Clearing Account	Check	1105960	05/25/22	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	115.51
NBAZ - Warrant Clearing Account	Check	1105961	05/25/22	Accounts Payable	DITTVS PIZZA AND PIE	203.15
NBAZ - Warrant Clearing Account	Check	1105962	05/25/22	Accounts Payable	EMPIRE MACHINERY	74.92
NBAZ - Warrant Clearing Account	Check	1105963	05/25/22	Accounts Payable	EQUIPMENTSHARE.COM INC	1,257.74
NBAZ - Warrant Clearing Account	Check	1105964	05/25/22	Accounts Payable	FLEET PRIDE	976.15
NBAZ - Warrant Clearing Account	Check	1105965	05/25/22	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	340.23
NBAZ - Warrant Clearing Account	Check	1105966	05/25/22	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1105967	05/25/22	Accounts Payable	FRONTIER	77.50
NBAZ - Warrant Clearing Account	Check	1105968	05/25/22	Accounts Payable	FRONTIER	429.37
NBAZ - Warrant Clearing Account	Check	1105969	05/25/22	Accounts Payable	FRONTIER	918.37
NBAZ - Warrant Clearing Account	Check	1105970	05/25/22	Accounts Payable	FRONTIER	275.08
NBAZ - Warrant Clearing Account	Check	1105971	05/25/22	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1105972	05/25/22	Accounts Payable	FRONTIER	57.17
NBAZ - Warrant Clearing Account	Check	1105973	05/25/22	Accounts Payable	FRONTIER	393.56
NBAZ - Warrant Clearing Account	Check	1105974	05/25/22	Accounts Payable	FRONTIER	111.56

Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105975	05/25/22	Accounts Payable	GK INVESTIGATIONS	880.00
NBAZ - Warrant Clearing Account	Check	1105976	05/25/22	Accounts Payable	GOLIGHTLY TIRE	6,890.40
NBAZ - Warrant Clearing Account	Check	1105977	05/25/22	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
NBAZ - Warrant Clearing Account	Check	1105978	05/25/22	Accounts Payable	BUTCH GUNNELS	157.96
NBAZ - Warrant Clearing Account	Check	1105979	05/25/22	Accounts Payable	HEALTH EQUITY INC.	168.55
NBAZ - Warrant Clearing Account	Check	1105980	05/25/22	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	50.00
NBAZ - Warrant Clearing Account	Check	1105981	05/25/22	Accounts Payable	HIGH COUNTRY PROPANE	2,000.64
NBAZ - Warrant Clearing Account	Check	1105982	05/25/22	Accounts Payable	HILL AZ GROCERY STORE	139.53
NBAZ - Warrant Clearing Account	Check	1105983	05/25/22	Accounts Payable	HILLYARD/FLAGSTAFF	657.43
NBAZ - Warrant Clearing Account	Check	1105984	05/25/22	Accounts Payable	HOME DEPOT	2,134.24
NBAZ - Warrant Clearing Account	Check	1105985	05/25/22	Accounts Payable	INGRAM LIBRARY SERVICES	5,944.73
NBAZ - Warrant Clearing Account	Check	1105986	05/25/22	Accounts Payable	INHEALTH SYSTEMS AND SERVICES	810.00
NBAZ - Warrant Clearing Account	Check	1105987	05/25/22	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	537.16
NBAZ - Warrant Clearing Account	Check	1105988	05/25/22	Accounts Payable	INNOVATIVE UAS	1,067.06
NBAZ - Warrant Clearing Account	Check	1105989	05/25/22	Accounts Payable	LAWSON PRODUCTS INC	457.58
NBAZ - Warrant Clearing Account	Check	1105990	05/25/22	Accounts Payable	LINDE GAS & EQUIPMENT INC (FORMERLY PRAXAIR)	552.02
NBAZ - Warrant Clearing Account	Check	1105991	05/25/22	Accounts Payable	LOWES #24	397.84
NBAZ - Warrant Clearing Account	Check	1105992	05/25/22	Accounts Payable	ANNE T MACGREGOR	31.82
NBAZ - Warrant Clearing Account	Check	1105993	05/25/22	Accounts Payable	ERIC MCNEIL	540.00
NBAZ - Warrant Clearing Account	Check	1105994	05/25/22	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	1,423.40
NBAZ - Warrant Clearing Account	Check	1105995	05/25/22	Accounts Payable	MOHAWK AUTOMOTIVE LIFTS SOUTHWEST	941.00
NBAZ - Warrant Clearing Account	Check	1105996	05/25/22	Accounts Payable	ALANE M MOORE	108.84
NBAZ - Warrant Clearing Account	Check	1105997	05/25/22	Accounts Payable	NAPA	656.69
NBAZ - Warrant Clearing Account	Check	1105998	05/25/22	Accounts Payable	NAVAJO SANITATION INC	58.30
NBAZ - Warrant Clearing Account	Check	1105999	05/25/22	Accounts Payable	NAVAJO TRACTOR SALES INC	237.23
NBAZ - Warrant Clearing Account	Check	1106000	05/25/22	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,976.39
NBAZ - Warrant Clearing Account	Check	1106001	05/25/22	Accounts Payable	NAVAJO WESTERNERS	99.11
NBAZ - Warrant Clearing Account	Check	1106002	05/25/22	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	10,547.24
NBAZ - Warrant Clearing Account	Check	1106003	05/25/22	Accounts Payable	NICOLL CONSTRUCTION LLC	44,321.78
NBAZ - Warrant Clearing Account	Check	1106004	05/25/22	Accounts Payable	NOEL'S INC	397.02
NBAZ - Warrant Clearing Account	Check	1106005	05/25/22	Accounts Payable	NOR-KEM DISTRIBUTORS INC	37.10
NBAZ - Warrant Clearing Account	Check	1106006	05/25/22	Accounts Payable	O'REILLY AUTO PARTS	81.09
NBAZ - Warrant Clearing Account	Check	1106007	05/25/22	Accounts Payable	OCTOPUS CAR WASH INC	32.45
NBAZ - Warrant Clearing Account	Check	1106008	05/25/22	Accounts Payable	ORIENTAL TRADING COMPANY	76.09
NBAZ - Warrant Clearing Account	Check	1106009	05/25/22	Accounts Payable	OVERDRIVE INC	1,300.59
NBAZ - Warrant Clearing Account	Check	1106010	05/25/22	Accounts Payable	PENWORTHY COMPANY	200.06
NBAZ - Warrant Clearing Account	Check	1106011	05/25/22	Accounts Payable	PEORIA FORD	70,238.65
NBAZ - Warrant Clearing Account	Check	1106012	05/25/22	Accounts Payable	PERFECT PRINTZ LLC	80.80

Bank/Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1106013	05/25/22	Accounts Payable	PERFORMANCE REPORTERS INC	2,650.01
NBAZ - Warrant Clearing Account	Check	1106014	05/25/22	Accounts Payable	RANDOLPH PLATT DDS	102.01
NBAZ - Warrant Clearing Account	Check	1106015	05/25/22	Accounts Payable	PREMIUM PROPANE LLC	972.27
NBAZ - Warrant Clearing Account	Check	1106016	05/25/22	Accounts Payable	PREVENT CHILD ABUSE ARIZONA	410.00
NBAZ - Warrant Clearing Account	Check	1106017	05/25/22	Accounts Payable	QUILL CORP	6,265.03
NBAZ - Warrant Clearing Account	Check	1106018	05/25/22	Accounts Payable	RELIABLE BACKGROUND SCREENING	969.15
NBAZ - Warrant Clearing Account	Check	1106019	05/25/22	Accounts Payable	RHINEHART OIL CO	16,723.03
NBAZ - Warrant Clearing Account	Check	1106020	05/25/22	Accounts Payable	ROUND VALLEY UNIFIED SCHOOLS	458.90
NBAZ - Warrant Clearing Account	Check	1106021	05/25/22	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1106022	05/25/22	Accounts Payable	SAINT JOHNS BOOSTER CLUB INC	500.00
NBAZ - Warrant Clearing Account	Check	1106023	05/25/22	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	2,275.00
NBAZ - Warrant Clearing Account	Check	1106024	05/25/22	Accounts Payable	SECURUS TECHNOLOGIES INC	927.59
NBAZ - Warrant Clearing Account	Check	1106025	05/25/22	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	902.37
NBAZ - Warrant Clearing Account	Check	1106026	05/25/22	Accounts Payable	SKY BLUE HVAC LLC	149.00
NBAZ - Warrant Clearing Account	Check	1106027	05/25/22	Accounts Payable	ERIN KRISTINE SMITH	115.19
NBAZ - Warrant Clearing Account	Check	1106028	05/25/22	Accounts Payable	SPARKLETT'S WATER	45.44
NBAZ - Warrant Clearing Account	Check	1106029	05/25/22	Accounts Payable	ST JOHNS CITY	92.85
NBAZ - Warrant Clearing Account	Check	1106030	05/25/22	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,556.25
NBAZ - Warrant Clearing Account	Check	1106031	05/25/22	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	206.17
NBAZ - Warrant Clearing Account	Check	1106032	05/25/22	Accounts Payable	STEWART BROTHERS	40,923.83
NBAZ - Warrant Clearing Account	Check	1106033	05/25/22	Accounts Payable	SUMMIT FUNERAL HOME	350.00
NBAZ - Warrant Clearing Account	Check	1106034	05/25/22	Accounts Payable	TEEC NOS POS TRADING CO	458.81
NBAZ - Warrant Clearing Account	Check	1106035	05/25/22	Accounts Payable	THE IRONY OF IT LLC	7,000.00
NBAZ - Warrant Clearing Account	Check	1106036	05/25/22	Accounts Payable	TOWN OF SPRINGERVILLE	151.13
NBAZ - Warrant Clearing Account	Check	1106037	05/25/22	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1106038	05/25/22	Accounts Payable	TYLER TECHNOLOGIES INC	4,915.00
NBAZ - Warrant Clearing Account	Check	1106039	05/25/22	Accounts Payable	UNIFIRST CORPORATION	72.34
NBAZ - Warrant Clearing Account	Check	1106040	05/25/22	Accounts Payable	VALLEY AUTO PARTS	465.01
NBAZ - Warrant Clearing Account	Check	1106041	05/25/22	Accounts Payable	VALLEY IMAGING SOLUTIONS	114.53
NBAZ - Warrant Clearing Account	Check	1106042	05/25/22	Accounts Payable	RITA VAUGHAN	176.23
NBAZ - Warrant Clearing Account	Check	1106043	05/25/22	Accounts Payable	VERIZON WIRELESS	1,298.68
NBAZ - Warrant Clearing Account	Check	1106044	05/25/22	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	61.87
NBAZ - Warrant Clearing Account	Check	1106045	05/25/22	Accounts Payable	CORINNA I WADELL	6.70
NBAZ - Warrant Clearing Account	Check	1106046	05/25/22	Accounts Payable	WB 12 CORP	250.00
NBAZ - Warrant Clearing Account	Check	1106047	05/25/22	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	226.40
NBAZ - Warrant Clearing Account	Check	1106048	05/25/22	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	3,068.86
NBAZ - Warrant Clearing Account	Check	1106049	05/25/22	Accounts Payable	TAMMI JO WILKINS	150.00
NBAZ - Warrant Clearing Account	Check	1106050	05/25/22	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	4,650.60

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

11/10/2019 10:10:11 AM

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

County Manager

Date/Signature:

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

Request approval of minutes dated May 3, 2022 and May 5, 2022.

BOS Meeting Date Requested June 7, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

May 3, 2022
St. Johns, Arizona

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

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

Ferrin Crosby gave the invocation.

Stephanie McCarthy led the Pledge of Allegiance.

Chairman Davis called for the Library District items.

Mr. Patterson, on behalf of the Library District, requested approval to accept a donation in the amount of \$1,000 from Salt River Project. These funds will be utilized for children's programming at our 7 libraries. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson, on behalf of the Library District approval to eliminate the position of Network Administrator I (Range 54) and create the position of Network Administrator III (Range 62). **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson, on behalf of the Library District approval to create the position of Assistant Library Director (Range 56) and hire within the salary range. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson, on behalf of the Library District approval to hire a Library Director (Range 58), within the salary range. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Davis called for the Health District item.

Stephanie McCarthy, on behalf the Health District, requested approval to eliminate two (2) Public Health Nurse RN positions (Range 56) and create one (1) Nurse Coordinator RN position (Range 58). **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Shirley moved to adjourn the Health District meeting, seconded by Mr. Shepherd.

Vote was unanimous.

Chairman Davis called for the regular agenda items.

Mr. Patterson requested approval of the Consent Agenda items A-L and recommended approval.

Mr. Shirley moved approval of Consent items A-L, seconded by Mr. Shepherd County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between April 5, 2022 and May 3, 2022. Payee Amount
FERRELLGAS 1,016.29 DOUGLAS LANCE PEARCE 1,030.71 BLUE HILLS ENVIRONMENTAL 1,041.69 HOME DEPOT 1,062.62 ST JOHNS EMERGENCY SERVICES 1,063.26 PERFECT PRINTZ LLC 1,083.94 BAUMAN HOME AND AUTO INC 1,102.02 AZ COURTS ASSN 1,110.00 SUPPORT PAYMENT CLEARINGHOUSE 1,125.00 NAVAJO COUNTY FAMILY ADVOCACY CENTER 1,125.00 RUSH TRUCK CENTER 1,125.40 TEEC NOS POS TRADING CO 1,158.35 NATIONAL BANK OF ARIZONA 0285 1,164.53 SPORTS WORLD INC 1,179.00 AZ DEPT OF REVENUE 1,182.97 NATIONAL NETWORK OF PUBLIC HEALTH INSTITUTES 1,190.00 THOMSON REUTERS WEST 1,193.54 NAVAJO NATION 1,200.00 SAFELITE AUTO GLASS 1,204.82 ASHTONS REPAIR INC 1,243.58 ALTON JOE SHEPHERD 1,253.26 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY 1,265.19 ST JOHNS CITY 1,266.90 ADVANCED CORRECTIONAL HEALTHCARE INC 1,267.36 FRONTIER 1,291.53 MELISSA MEEKS 1,316.20 ALL MOUNTAIN RV SERVICE & SUPPLY 1,322.63 COLONIAL LIFE AND ACCIDENT INS 1,337.93 CONDITIONED RESPONSE TRAINING 1,350.00 EORP LEGACY 1,360.17 EORP LEGACY 1,360.17 QUALITY CARQUEST 1,371.54 HIGH COUNTRY PROPANE 1,380.12 JAY YELLOWHORSE 1,385.84 AZ COURTS ASSN 1,400.00 RIGG LAW FIRM PLLC 1,400.00 VERIZON WIRELESS 1,447.41 PREMIUM PROPANE LLC 1,448.76 NATIONAL INSTITUTE FOR JAIL OPERATIONS 1,460.00 AIR-A-ZONA FLAG CO INC 1,478.30 VALLEY AUTO PARTS 1,483.22 ALLEGRA 1,485.84 KLINT HEAP 1,495.90 SONORA QUEST LABORATORIES 1,500.00 A & E REPROGRAPHICS 1,504.54 NAVAJO TRIBAL UTILITY AUTHORITY 1,530.38 AMAZON COM INC (Health & Library) 1,590.69 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,600.02 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,600.02 CONSOLIDATED ELECTRICAL DISTRIBUTORS 1,618.03 YAZZIE'S AUTO PARTS INC 1,648.11 NATIONAL INSTITUTE FOR JAIL OPERATIONS 1,695.00 BAUMAN HOME AND AUTO INC 1,720.89 PERFORMANCE REPORTERS INC 1,731.53 HOME DEPOT 1,760.46 TEN COW COMPANY INC 1,761.33 CDW GOVERNMENT LLC 1,762.71 AMERIGAS – GALLUP 1,786.54 IPRO TECH LLC 1,790.00 EM HALE LAW 1,792.00 REEDS LODGE GROUP LLC 1,836.00 FRONTIER 1,855.06 RUSH TRUCK CENTER 1,866.80 GALLUP LUMBER & SUPPLY 1,887.78 SAN DIEGO POLICE EQUIPMENT CO INC 1,889.61 OVERDRIVE INC 1,893.24 HILLYARD/FLAGSTAFF 1,902.48 CORDANT HEALTH SOLUTIONS 1,925.04 SIERRA PROPANE 1,931.13 BLUE HILLS ENVIRONMENTAL 1,936.33 NFOCUS SOLUTIONS 1,947.00 INLAND KENWORTH INC (FARMINGTON) 1,953.03 AZ DEPT OF RISK MANAGEMENT 2,037.56 ARIZONA CDJR SHOW LOW 2,080.40 REEDS LODGE GROUP LLC 2,100.00 AMIGO CHEVROLET 2,235.07 HILLYARD/FLAGSTAFF 2,309.09 NATIONAL COUNCIL FOR MENTAL WELLBEING 2,377.20 PERFORMANCE REPORTERS INC 2,398.83 APACHE COUNTY SCHOOLS CONSORTIUM 2,400.00 TITUS CONSULTING LLC (TRAVIS SIMSHAUSER) 2,424.52 CRESCENT ELECTRIC SUPPLY CO 2,472.48

NATIONWIDE 2,483.32 THOMSON REUTERS WEST 2,587.84 DIAMONDBACK POLICE
 SUPPLY CO INC 2,621.68 INGRAM LIBRARY SERVICES 2,723.50 CONTRACT
 PHARMACY SERVICES INC 2,747.38 QUILL CORP 2,882.65 WRIGHT EXPRESS FSC
 WEX 2,884.50 SIERRA PROPANE 2,893.78 THE AARONS COMPANY LLC 3,000.00
 PREMIUM PROPANE LLC 3,046.28 AMAZON CAPITAL SERVICES INC 3,051.68
 ARIZONA ELEVATOR SOLUTIONS INC 3,060.19 NATIONAL BANK OF ARIZONA 1389
 3,227.02 NATIONWIDE TRUST FSB 3,282.95 PACIFIC PONDEROSA CO INC 3,316.30
 FLEET PRIDE 3,326.99 HAMBLIN & ASSOCIATES LLC 3,400.00 YAZZIE'S AUTO
 PARTS INC 3,480.78 NOEL'S INC 3,495.00 NATIONAL PEN CO LLC 3,538.00 TOM'S
 CAMPERLAND 3,769.72 NATIONWIDE TRUST FSB 3,782.95 GREGORY GARCIA
 3,800.00 NATIONWIDE 3,999.28 APACHE COUNTY HSA 4,010.76 CDW GOVERNMENT
 LLC 4,195.80 EKOS 4,200.00 SIERRA PROPANE 4,275.90 ROBERT JAMES HIGGINS
 4,482.08 BEACON FIRE AND SECURITY LLC 4,534.26 APACHE COUNTY TAX
 WITHHOLDING 4,595.89 VERIZON WIRELESS 4,634.25 NAVOPACHE ELECTRIC
 COOPERATIVE 4,850.89 EMPIRE MACHINERY 4,988.29 WHITE MOUNTAIN
 COMMUNICATIONS 5,223.19 RITE OF PASSAGE INC 5,376.00 QUILL CORP 5,458.91
 PIMA COUNTY REVENUE MANAGEMENT 5,500.00 QUILL CORP 5,570.22 DIAMOND C
 FEEDS 5,631.20 CDW GOVERNMENT LLC 5,770.31 QUILL CORP 5,770.41 AMAZON
 CAPITAL SERVICES INC 5,838.62 RHINEHART OIL CO 6,400.57 FIFTH ASSET INC
 DBA DEBTBOOK 6,500.00 KARPEL COMPUTER SYSTEMS INC 6,879.30 RUSH TRUCK
 CENTER 6,956.01 AZ COUNTIES INSURANCE POOL 7,029.22 LEGATE, PENROD &
 ASSOCIATES 7,332.00 SPEEDY SALES AND SERVICE 7,547.20 NAVOPACHE ELECTRIC
 COOPERATIVE 7,693.65 PITNEY BOWES RESERVE ACCOUNT 8,000.00 PUBLIC
 SAFETY SHERIFF RET 8,212.81 ASRS LEGACY EORP 8,270.90 ASRS LEGACY EORP
 8,270.90 BREWER LAW OFFICE PLLC 8,500.00 HAMBLIN LAW OFFICE PLC 8,500.00
 DANA BRYCE PATTERSON 8,500.00 R JOHN R JOHN LEE ATTORNEY AT LAW
 8,500.00 UNITED INFORMATION SERVICES 8,608.80 GOLIGHTLY TIRE 8,801.53
 PUBLIC SAFETY SHERIFF RET 9,046.04 AMAZON CAPITAL SERVICES INC
 9,331.01 KIMBALL EQUIPMENT COMPANY 9,564.56 NAVAJO TRIBAL UTILITY
 AUTHORITY 9,577.08 RHINEHART OIL CO 9,580.49 AMAZON CAPITAL SERVICES INC
 9,622.39 PINAL COUNTY ARIZONA 9,716.00 NICOLL CONSTRUCTION LLC
 10,048.69 CORRECTIONS OFFICER RET PLAN 10,577.67 CORRECTIONS OFFICER RET
 PLAN 10,577.69 HOME DEPOT 10,644.63 PINAL COUNTY ARIZONA 10,757.00
 NAVOPACHE ELECTRIC COOPERATIVE 11,220.63 AZLGEBT 11,760.00 ESRI INC
 12,122.11 PACIFIC PONDEROSA CO INC 12,233.20 ULINE INC 12,321.53 CH3
 SOLUTIONS LLC 12,418.80 YAVAPAI COUNTY GOVERNMENT 14,000.00 PUBLIC
 SAFETY PERSONNEL 401 14,426.61 PUBLIC SAFETY PERSONNEL 401 14,426.61
 DOUBLE RADIUS 14,512.98 NATIONAL BANK 16,002.82 PACIFIC PONDEROSA CO INC
 16,359.06 TRINITY SERVICES GROUP INC 17,426.96 EMPIRE MACHINERY
 19,959.20 S&P GLOBAL RATINGS 20,500.00 ADHS AZ HEALTH CARE COST 22,400.00
 PROFESSIONAL DEVELOPMENT PROFESSIONAL DEVELOPMENT ACADEMY LLC
 24,675.00 RHINEHART OIL CO 28,354.69 NEWMAN SIGNS INC 29,707.22 RHINEHART
 OIL CO 36,821.78 RILEY INDUSTRIAL SERVICES INC 37,635.33 BLUE HILLS
 ENVIRONMENTAL 40,471.55 ADVANCED CORRECTIONAL HEALTHCARE INC
 40,893.32 SANTANDER BANK NA 66,455.01 SAN TAN FORD 73,932.27 AZ COUNTIES
 WORKERS COMPENSATION PLAN 75,042.64 BRAD HALL & ASSOCIATES INC

77,043.71 TYLER TECHNOLOGIES INC 96,071.73 AZ STATE RETIREMENT SYSTEM 125,978.84 AZ STATE RETIREMENT SYSTEM 126,772.57 APACHE COUNTY TAX WITHHOLDING 152,401.50 APACHE COUNTY TAX WITHHOLDING 153,280.55 APACHE COUNTY MEDICAL 166,292.00 POWERSCREEN WESTERN LLC 334,351.30 AZLGEBT 339,036.45 EMPIRE MACHINERY 404,029.57 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated April 5, 2022. Emergency Management: C. Request approval of grant SFA 19-104 from the Department of Forestry and Fire Management (DFFM) in the amount of \$8,950 for the completion of the Apache County Community Wildfire Protection Plan. We are a subrecipient of this grant as the whole grant was award to DFFM. County Attorney's Office: D. Request approval of the updated agreement for legal services with Snell and Wilmer. Election Department: E. Request approval to cancel the election for the Libertarian Precinct Committeemen and appoint the person who filed the nomination petition/paper to fill the position for the upcoming August 2, 2022, Primary Election. F. Request approval to cancel the election for the Republican Precinct Committeemen and appoint the persons who filed nomination petitions/papers to fill the positions for the upcoming August 2, 2022, Primary Election. G. Request approval to cancel the election for the Democratic Precinct Committeemen and appoint the persons who filed nomination petitions/papers to fill the positions for the upcoming August 2, 2022, Primary Election. School Superintendent's Office: H. Request approval of a consulting contract between Jill Winn, a school finance expert and Apache County Superintendents Office. This contract will not affect the FY23 budget. Engineering Department: I. Request approval of additional documentation with Navajo Nation related to the project specific IGA approved by the Board of Supervisors on April 5, 2022. J. Request approval to submit a letter to Congressman O'Halleran's office to request a conveyance of approximately 10.62 acres of USFS land adjacent to the Alpine Cemetery for the cemetery expansion. Recorder's Office: K. Request approval to enter into a contract with Automated Merchant Systems (AMS). This module provides payment processing through AMS and gateway integration to the Eagle Recording database through BridgePay and there are no fees to the County associated with implementing AMS. Sheriff's Office: L. Request autocreation to donate two (2) vehicles to the Puerco Valley EMS, a 2014 Dodge 1500 Pickup VIN # 1C6RR7XT5ES350961 and a 2015 Dodge 1500 Pickup VIN # 1C6RR7XT2FS636123. Vote was unanimous.

Matt Fish, Community Development Director, presented the item for a conditional use permit allowing George and Michelle Iddings to store one Recreational Vehicle (RV) on their 3.5-acre property for use by family members when visiting and to allow for family members to bring their RV's occasionally to stay in while visiting; additional RV's will not be stored on the property. Property is located in Greer, AZ 85927. A.P.N. 102-08-032C. The Planning & Zoning Commission recommended approval with conditions on March 10, 2022; four (4) ayes, two (2) nays, one (1) no vote. Mr. Fish stated due to recent developments and discussions within the Planning & Zoning Commission, he recommended tabling this item to a future date and time. Mr. Davis stated this item would be tabled until the June 7, 2022 Board meeting. **Mr. Shirley moved to table the item, seconded by Mr. Shepherd.** Vote was unanimous.

Matt Fish, Community Development Director, presented the item for a conditional use permit allowing Michael & Toni Bragiel to store their personal travel trailer on their 0.72-acre property.

Property is located in Greer, AZ 85927. A.P.N. 102-08-020B. The Planning & Zoning Commission recommended approval on March 10, 2022; five (5) ayes, one (1) abstention, one no vote. Mr. Fish stated due to recent developments and discussions within the Planning & Zoning Commission, he recommended tabling this item to a future date and time. **Mr. Shirley moved to table the item, seconded by Mr. Shepherd.** Vote was unanimous.

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

The Eastern Arizona Counties Organization meeting on May 25, 2022, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

Small Counties Forum meeting on May 25, 2022, at 5:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

The County Supervisors Association (CSA) meeting on May 26, 2022, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

Chairman Davis opened the floor for call to the public.

Denise Norton, a resident of Concho, addressed the Board regarding County Road 8206 that has been underwater for months and the lack of attention from the county to repair the unsafe road. Ms. Norton stated she appreciated Supervisor Davis and County Engineer Ferrin Crosby for coming to visit her and look at the road, but work is needed to repair the road.

William Farbstein, a resident of Nutrioso, addressed the Board on two issues; the first was to inform the Board of the Springerville/Eagar Chamber of Commerce has a newsletter and if the Board members wanted to receive a newsletter. Mr. Farbstein stated there are two events coming up in the Springerville/Eagar area; the "Buses by the Lake" in June and a community BBQ in August.

Mr. Farbstein stated the second issue he wanted to address was the Nutrioso Water District formation. Mr. Farbstein stated he is opposed to the formation and there will be community meetings against the formation held on May 9th and May 14th to discuss the impact to the local wells drying up if the water district is created.

George Iddings, a resident of Greer, addressed the Board regarding his ongoing issue with trying to obtain his conditional use permit and stated he continues to be harassed from the Greer Coalition. Mr. Iddings addressed his concerns with Phase I and Article 6 and the Greer Coalition.

Samuel Iddings, a resident of Greer, addressed the Board and stated he is harassed by members of the Greer Coalition who yell at him as they walk by his property.

Michelle Iddings, a resident of Greer, addressed the Board regarding the ongoing issues with trying to obtain a conditional use permit and hoped with the rewriting of the Greer documents she hoped to be grandfathered in since was the pretense with which they purchased their property

under.

Mr. Shirley moved to adjourn to the work session regarding the redistricting of Apache County District boundaries, seconded by Mr. Shepherd. Vote was unanimous.

A work session was held regarding the redistricting of the Apache County district boundaries. Mr. Patterson stated the maps showing the options on the redistricting of supervisory districts have been on the County website for the past six weeks and have received no protests or submissions for any alternative options. Chief Deputy County Attorney Joe Young provided an overview of the criteria needed to ensure no minority disenfranchisement occurs. A discussion was held regarding the two options. Mr. Shirley commented that he has not received any negative input from his constituents and wanted to choose the best option so that the Department of Justice won't have an issue with the new district boundaries. Mr. Shepherd stated the county has done its best to alert the people on the impact of the redistricting and the mandate of keeping within a 10% deviation within each of the three districts as to not disfranchise any voters. Mr. Davis stated he has not received any correspondence from any of his constituents, so he feels we have done out due diligence and is ready to move forward.

Work session ended.

Approved this 7th day of June, 2022.

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

May 5, 2022
St. Johns, Arizona

Present were: Chairman Nelson Davis, County Manager/Clerk of the Board Ryan Patterson and Deputy County Attorney Joe Young. Vice Chairman Joe Shirley, Jr. and Supervisor Alton Joe Shepherd participated via the telephone.

Chairman Davis called to order the Board of Supervisors meeting at 11:00 a.m. in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona,

Brian Hounshell, Emergency Management Director, requested approval of a resolution declaring Stage 1 Fire Restrictions for unincorporated areas within Apache County, beginning Friday May 6, 2022 due to drier than normal conditions and competition for available firefighting resources. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Resolution # 2022 -03

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that, effective May 6, 2022 at 12:01 a.m., the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 1 Fire Restrictions as defined in Apache County Ordinance 2019-10, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on May 5, 2022.

APACHE COUNTY BOARD OF SUPERIVOSRS

**By: /s/ Nelson Davis
Chairman of the Board**

ATTEST:

/s/ Ryan Patterson, County Manager

Mr. Patterson presented the item for discussion and possible approval of the Apache County redistricting boundaries. Mr. Patterson stated the Board of Supervisors have held several work sessions on the redistricting over the past few months and presented an overview of two options. A discussion was held regarding the options for adjusting the District boundaries. Mr. Patterson stated there are two models to consider; Model #1 moves Wheatfields Precinct from District II to District I and St. Michaels Precinct from District III to District II. Mr. Patterson stated for Model #2, it moves Wheatfields Precinct to District I and moves St. Michaels and Oak Springs Precincts to District II and moved Houck Precinct from District II to District III. Mr. Patterson stated nothing has changed from the presentation during the work session held on May 3, 2022. **Mr. Davis made the motion to approve Model #1 moving Wheatfields into District I and St. Michaels moved into District II and everything else would stay the same. Mr. Shirley seconded the motion.** Mr. Shirley asked if the school bus route miles are the same between District I & II. Mr. Crosby stated yes, within about 2/10th of a mile. Vote was unanimous.

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

Approved this 7th day of June, 2022.

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

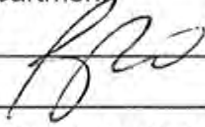
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

1018771018 0101011

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

County Manager

Date/Signature:

5/26/22 

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

Discussion and possible approval of the renewal of the contract with Johnson Appraisal to conduct the Board of Equalization hearings, effective July 1, 2022 through June 30, 2026.

BOS Meeting Date Requested June 7, 2022

PRE-AGENDA ITEM REVIEW

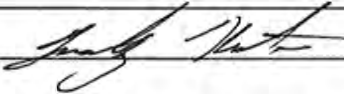
Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

HEARING OFFICER AGREEMENT (hereinafter the "Agreement"), made this 1st day of July 2022 BETWEEN

JOHNSON APPRAISAL GROUP, P.O. Box 971, Queen creek, Arizona 85142, (hereinafter the "Hearing Officer"), AND

APACHE COUNTY, a political subdivision of the State of Arizona, of 75 W Cleveland Street, St. Johns, Arizona, 85936, (hereinafter the "County");

WHEREAS

- A. County may appoint a Hearing Officer pursuant to ARS 42-16103, to hold hearings, review and make initial determinations on petitions filed pursuant to ARS 42-16105, and
- B. The County Board of Supervisors appointed Howard C. Johnson as a Board of Equalization Hearing Officer at a regular Board meeting previously held, and said appointment has not been revoked or superseded, and
- C. Hearing Officer has substantial knowledge and experience in property values and appraisal procedures; and
- D. Hearing Officer has attended or will attend the annual training conducted by Arizona Department of Revenue pursuant to ARS 42-16103 (C); and
- E. The County wishes to engage the Hearing Officer on the terms and conditions herein;

THEREFORE, in consideration of the mutual promises set out herein, Hearing Officer and County agree as follows:

1. SCOPE OF WORK. The Hearing Officer shall hold hearings, review and make initial determinations on petitions filed under ARS 42-16105 and ARS SS 4216254 as decided by the Board of Supervisors. The Hearing Officer shall attend annual training provided for Apache County pursuant to ARS S 42-16103 (C). Regular Appeal Hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline each year. Notice of Change hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline of the third Friday in November. The number of hearings scheduled will be sufficient to allow all legally submitted petitions to be heard. Taxpayer Notice of Claim hearings will be schedule pursuant to ARS §42-16254. The Hearing Officer shall be available telephonically when the Board of Supervisors, as the Board of Equalization, considers the Hearing Officer's recommendations.
2. TERM. This Agreement shall be effective as of July 1, 2022 and shall continue until June 30, 2024 unless otherwise terminated pursuant to Sections 5 or 7.

3. **COMPENSATION.** The Hearing Officer shall be paid \$115 per clock hour for hearings and preparation. Hearing dates will be billed at a minimum of 4 hours. Mileage for travel to and from hearings will be reimbursed at the Internal Revenue Service approved reimbursement rate in effect at the time the hearings are held. \$25 per training hour not to exceed 24 hours, and travel per diem as allowed by the Government Accounting Office at the time of the hearings and training. Given the current spiking fuel costs there will be an additional fuel surcharge in effect during the time period of this agreement that equals no greater than \$50.00 per round trip. Hearing officer shall be paid the State lodging and meal per diem rate of \$120 per day for hearings conducted in St. Johns. The Hearing officer will be compensated at the normal hourly rate to attend the required annual training. If the Hearing Officer is attending the training on behalf of multiple counties, the hourly rate, lodging and meal per diem will be based on a pro rata basis based on the total number of counties the Hearing Officer is representing. (I.e. if the Hearing Officer is representing Apache, Navajo and Coconino Counties, at the same training, Apache would only be billed 1/3 of the total hourly rate, lodging and daily meal per Diem.
4. **PAYMENT.** Hearing Officer shall render a bill for services provided. The bill shall provide details showing the hours worked, mileage reimbursed and shall be accompanied by a claim pursuant to ARS 11-621, et. seq.
5. **TERMINATION.** This Agreement may be terminated at any time by written mutual consent of the parties, and may be terminated by the County in its sole discretion by giving one day written notice.
6. **INDEPENDENT CONTRACTOR.** Hearing Officer is an independent contractor and is responsible for withholding and payment of all applicable state and federal taxes. The Hearing Officer is not an employee of County and shall not be entitled to any benefits to which employees of County are entitled. This Agreement shall not grant exclusive right to handle all hearings to Hearing Officer, and it is understood that the Apache County Board of Supervisors may choose to handle certain appeals and/or additional hearing officers may be retained as well.
7. **CONFLICT OF INTEREST**
 - A. Hearing Officer shall not hear any matter relating to the appeal of the classification or valuation of any property in which said Hearing Officer is providing advice or representing any party, with or without compensation.
 - B. In addition to disqualification for conflicts of interest defined in ARS 38501, et seq., no Hearing officer shall hear an appeal if within the last twelve months the Hearing Officer has had a direct business relationship with:
 - 1) The owner of the property subject to the appeal, or
 - 2) The owner's designated agent, or
 - 3) The owner's attorney for purpose of the appeal.

C. For the purpose of this agreement, a direct business relationship is:

- 1) Any employer-employee relationship, or
- 2) Any joint ownership of a business or commercial venture, or
- 3) Any contractual relationship, or
- 4) Any co-ownership of property, except in those cases where the hearing Officer is a limited partner and holds less than a 5% interest in the limited partnership. This exception shall not be construed to allow a Hearing Officer to hear any appeal in which the Hearing Officer has any interest in the property subject to the appeal.

D. All appeals of the valuation or classification of any property in which the Hearing Officer has any interest shall not be heard by the Hearing Officer, but shall instead be heard by an Alternate Hearing Officer or by the Board of Equalization.

E. This contract is subject to the provisions of ARS 38-511, which provides in pertinent part: "The State, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty of further obligation, made by the State, its political subdivision, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies or either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinbefore indicated.

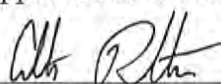
Chuck Johnson
Board of Equalization Hearing Officer

Nelson Davis
Chairman of the Board

ATTEST:

Clerk of the Board

Approved as to form:



County Attorney

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

date/time stamp

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

Date/Signature: _____

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

District I: Request authorization to create the position of Community Outreach Coordinator (Range 35).

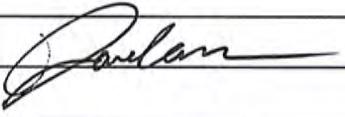
BOS Meeting Date Requested: June 7, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature  _____

Human Resources Review: _____

Signature  _____

Other Review: _____

Signature _____

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

COMMUNITY OUTREACH COORDINATOR



Effective Date:	06/07/2022
Salary Range:	35
Minimum Salary:	\$36,065
Midpoint Salary:	\$44,041
Maximum Salary:	\$53,215

NATURE OF WORK:

Under direct supervision is responsible for preparing, planning and coordinating various community outreach and educational activities and/or programs; explaining findings, conclusions and recommendations for the elected official or department; coordinates necessary support functions required for successful outcomes; performs related work as required

TYPICAL DUTIES:

The duties listed below are examples of the work typically performed by the Community Outreach Coordinator but do not necessarily include all duties which may be required.

- Respond to calls from the public by finding answers to questions and/or referring queries to appropriate department or county employee; follow-up to ensure issue has been appropriately addressed;
- Determine feasibility of initiating new programs and expanding existing ones;
- Represent County Supervisor in a positive, professional manner;
- Interact with all types of races, genders, ages, political affiliations;
- Develop and maintain relationships with various public and private agencies and community-based organizations;
- Demonstrate excellent judgment and interpersonal relationship skills;
- Speak effectively in public meetings and small group settings;
- Manage unpleasant situations impartially, firmly, tactfully, and courteously;
- Working with various governmental entities and private corporations; and
- Thorough working knowledge of office computer software applications.

MINIMUM QUALIFICATIONS:

Three (3) years of experience in public relations or closely related field, and three (3) years of progressively responsible administration experience in public relations, OR an equivalent combination of education, training or work experience which demonstrates the ability to perform the duties of the position. Must possess a valid Arizona driver license and able to drive at least six (6) hours in one day.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

11/13/2019 10:00 AM

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

Angela Romero/Election Department

Date/Signature: 05/23/22 Angela C. Romero

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

1. Request approval of the designated polling places for the upcoming August 2, 2022, Primary Election.

BOS Meeting Date Requested June 07, 2022

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Apache County Polling Places Master List - "2022" (* County is moved on even years)

Revised 05/23/22

Precinct Name	Polling Location	Physical Address	Mailing Address	City/Town/Place	Phone No.	Fax No.
02 ALPINE	Alpine Community Center	#12 County Road 2001	PO Box 523	Alpine, AZ	928-339-4320	N/A
03 CANYON DE CHELEY	Apache County District One	South Hwy 191, Mesquite 447	PO Box 1952	Chino, AZ	928-674-5664	928-674-5419
05 CHINLE	Apache County District One	South Hwy 191, Mesquite 447	Chino, AZ	Chino, AZ	928-674-5664	928-674-5419
09 CONCHO	Concho Elementary School	6 County Road 5101	PO Box 1952	Concho, AZ	928-337-5582	928-337-3582
10 CORNFIELDS - Even YR	Cornfields Headstart Room	8 mile South of Burnside Junction N15	PO Box 200	Concho, AZ	928-337-5582	928-337-3582
10 CORNFIELDS - Odd YR	Cornfields Chapter House	8 mile South of Burnside Junction N15	PO Box 478	Ganado, AZ	928-755-5912	928-755-5917
11 COTTONWOOD - Even YR	Cottonwood Senior Center	Rt 4 Cottonwood Chapter premises	PO Box 1139	Chino, AZ	928-725-3740	928-725-3742
11 COTTONWOOD - Odd YR	Cottonwood Chapter House	Chapter House Road N4	PO Box 1139	Chino, AZ	928-725-3768	928-725-3767
12 CORONADO	Apache County Annex-Para Gym	75 W. Cleveland	PO Box 428	St. Johns, AZ	928-337-7537	928-337-7538
13 DENNEHOTSO	Dennehotso Chapter House	1/2 mile SW of Dennehotso School	PO Box 2301	Dennehotso, AZ	928-658-3300	928-658-3304
16 EAGAR	Eagar Town Hall	22 West 2ND Street	Eagar AZ 85925	Eagar AZ 85925	928-333-4128X20	928-333-5140
17 FLAT TOP	Life in Christ Fellowship	11 South Hamlin St.	Flat Top, AZ	Eagar AZ 85925	928-333-5284	N/A
19 FT DEFANCE	Foot Defiance Chapter House	Navajo Route 112	PO Box 368	FL Defiance, AZ	928-729-4352	928-729-4353
22 GANADO NORTH	Ganado Un. Sch. Dist. (Frederous)	HWY 284	PO Box 1757	Ganado, AZ	928-755-1088	928-755-1042
23 GANADO SOUTH	Ganado Chapter House	Chapter Dist. HWY 284	PO Box 188	Ganado, AZ	928-755-5920X1	928-755-5927
25 GREER	Greer Fire House Station	38974 State Route 373	PO Box 242	Greer, AZ	928-735-7279	928-735-7325
27 HOUCK	Houck Chapter House	Exit 348	PO Box 127	Houck, AZ	928-688-2734	928-688-3068
29 KINILCHEE	Kin Duh Laha Chapter House	8 Miles E. of Ganado, 27 miles W. of W/R	PO Box 860	St. Michaels, AZ	928-755-3821	928-755-6384
31 KLAGETOH	Klagetoh Chapter House	15 miles South of State 284 on HWY 191	Unit 42 HC 58 Box 90	Ganado, AZ	928-652-2704	928-652-2701
33 LUKACHUKA	Lukachukai Chapter House	1/2 Mile S of N12 Mile Post 1	PO Box 248	Lukachukai, AZ	928-787-2500	928-787-2332
35 LUPTON	Lupton Senior Center	I-40 Exit 357 Navajo Rt. 12	PO Box 403	Lupton, AZ	928-688-4345	928-688-3150
37 MCHARY	Mchary Community Center	103 S Cady	PO Box 1270	White River, AZ	928-338-4631	928-338-3479
* 39 MANY FARMS - Even YR	Many Farms Senior Center	HWY 191 W. of N. Route 59	PO Box 1950	Many Farms, AZ	928-781-3605	928-781-3608
39 MANY FARMS - Odd YR	Many Farms Chapter House	HWY 191 W. of N. Route 59	PO Box 185	Many Farms, AZ	928-781-4596	928-781-3608
41 MEXCAN WATER	Mexican Water Chapter House	HWY 160-BIA Road 0056	HC1 Box 35-1018	Mexican Water, AZ	928-429-0986	928-429-3641
43 NAZLINI	Nazlini Senior Center	500 Yards N of the Nazlini Chapter House within chapter compound	PO Box 7186	Nazlini, AZ	928-755-5960	same as phone
45 NUTRIOBO	Nutrio Community Center	County Rd 2016 #8	PO Box 366	Nutrio, AZ	928-339-4462	None
46 OAK SPRINGS	Oak Springs Chapter Admin Bldg	8 Miles North of Lupton, CH 1-40, Exit 357	PO Box 486	Oak Springs, AZ	928-871-6179	928-871-6182
48 PUERCO	Nahala Duhl Chapter East Mig Hall	Red Sand View Drive	PO Box 400	Sanders, AZ	928-688-2150	928-688-2235
51 RED MESA	Red Mesa School Conf. Rm	HWY 160 Mile Post 448	HC 61 Box 40	Red Mesa, AZ	928-658-4100	928-658-4106
52 RED VALLEY	Red Valley Chapter House	HWY 481 Route N13 Buffalo Cr. Bldg. ROOM-001	PO Box 304	Red Valley, AZ	928-653-5800	928-653-5803
54 ROCK POINT - Even YR	Rock Point Senior Center	HWY 191	PO Box 342	Rock Point, AZ	928-659-4350	928-659-4356
54 ROCK POINT - Odd YR	Rock Point Chapter House	HWY 191	PO Box 190	Rock Point, AZ	928-659-4350	928-659-4356
56 ROUGH ROCK	Rough Rock Chapter House	Hwy 8066	PO Box 19H-Rough Rock	Chino, AZ	928-728-3361	928-728-3362
58 ROUGH ROCK	Rough Rock Chapter House	1/2 Mile E of Junction 191	PO Box 10	Round Rock, AZ	928-787-2511	928-787-2512
59 ROUND VALLEY	High School Auditorium	565 N. Butler St.	PO Box 610	Round Valley, AZ	928-333-6592	928-333-6525
61 ST. JOHNS	Apache County Annex-Para Gym	75 W. Cleveland	PO Box 428	St. Johns, AZ	928-337-7537	928-337-7676
65 ST MICHAELS	St. Michaels Chapter House	Hwy 284 Across IHS Building	PO Box 829	St. Michaels, AZ	928-871-7842	928-871-3023
67 SAWMILL	Sawmill Senior Center	Mile Post 14 on N.7 (across from Sawmill Primary School)	PO Box 1766	St. Michaels, AZ	928-729-4019	928-729-4266
70 SPRINGERVILLE	Town of Springerville Town Hall	418 East Main Street	PO Box 117	Springerville, AZ	928-333-2656	928-333-3056
74 STEARBOAT	Stearboat Chapter House	HWY 284, Mile Post 428	PO Box 117	Ganado, AZ	928-726-2631	928-726-2634
76 SWEETWATER	Sweetwater Chapter House	14 Miles S of Red Mesa Store	PO Box 105 Teec Nos Pos AZ 86514	Teec Nos Pos AZ 86514	928-429-0977 or Sweetwaterchapter@icloud.com	None
78 TACHEE	Blue Gap/Tachee Chapter House	Blue Gap Chapter House	PO Box 4427	Tachee, AZ	928-349-0507	928-223-7770
80 TEEC NOS POS	Teec Nos Pos Road Yard	HWY 180 Bis School Rd # N 5114	PO Box 1952	Teec Nos Pos, AZ	928-656-3505	928-656-3506
82 VERNON	Vernon Public Library (Community Ctr)	90 CR 3142	PO Box 600	Vernon, AZ	928-532-5005 or 928-537-4823	same as phone or 328-337-3960
84 WHITEFIELDS	TsalaWhitefields Chapter House	Rt. 12 & RL 64 - 8 Miles S on RL 12	PO Box 667	Whitefields, AZ	928-724-2220	928-724-2223
86 WIDE RUINS	Wide Ruins Chapter House	N 9345 Loop Road	PO Box 208	Wide Ruins, AZ	928-652-3223	928-652-3253
88 WINDOW ROCK	Navajo Nation Museum	Hwy 284 and Pecos Loop Rd	PO Box 1840	Window Rock, AZ	928-871-7941	928-871-7942

= precinct located in the Navajo Nation

= precinct located in the White Mountain Apache Indian Reservation

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/28/2011

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

Apache County Treasurer

Date/Signature: U. Meguy

5/9/2022

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

Treasurer's office request for discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1) & (4). Total taxes, penalties, and interest to be abated in the amount of \$4610.93 for property accounts R0015626 & R0050390 .

BOS Meeting Date Requested June 7, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Apache County Treasurer
Certificate of Removal and Abatement

06/07/2022

AB #	ACCOUNT #	PARCEL #	OWNER	LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	ARS
342	R0015626	107-10-377	UNITED STATES DEPARTMENT OF TREASURY	SHOW LOW PINES UNIT 1 Lot: 377	2018	\$ 15.26	\$ 9.49	20.00	\$ 44.75	42-18351(1)
343	R0015626	107-10-377	UNITED STATES DEPARTMENT OF TREASURY	SHOW LOW PINES UNIT 1 Lot: 377	2017	\$ 12.50	\$ 9.97	20.00	\$ 42.47	42-18351(1)
344	R0015626	107-10-377	UNITED STATES DEPARTMENT OF TREASURY	SHOW LOW PINES UNIT 1 Lot: 377	2016	\$ 21.54	\$ 20.14	20.00	\$ 61.68	42-18351(4)
345	R0015626	107-10-377	UNITED STATES DEPARTMENT OF TREASURY	SHOW LOW PINES UNIT 1 Lot: 377	2015	\$ 30.48	\$ 33.83	20.00	\$ 84.31	42-18351(4)
346	R0015626	107-10-377	UNITED STATES DEPARTMENT OF TREASURY	SHOW LOW PINES UNIT 1 Lot: 377	2014	\$ 26.16	\$ 33.53	20.00	\$ 79.69	42-18351(4)
347	R0015626	107-10-377	UNITED STATES DEPARTMENT OF TREASURY	SHOW LOW PINES UNIT 1 Lot: 377	2012	\$ 30.68	\$ 50.70	25.00	\$ 106.38	42-18351(4)
348	R0050390	209-23-001C	FRANCES MARY LEGAH	Section: 14 Township: 26N Range: 30E COM NE COR W 1303.48' S 608.47' TO POB CONTIN S 199.71' E 170' S 321.85' E 109.47' S 155' E 40' N 100' E 60.11' N 595.78' W 380' TO POB.	2008	\$ 526.91	\$ 1,850.57	-	\$ 2,377.48	42-18351(1)
349	R0050390	209-23-001C	FRANCES MARY LEGAH	Section: 14 Township: 26N Range: 30E COM NE COR W 1303.48' S 608.47' TO POB CONTIN S 199.71' E 170' S 321.85' E 109.47' S 155' E 40' N 100' E 60.11' N 595.78' W 380' TO POB.	2009	\$ 546.54	\$ 1,005.64	-	\$ 1,552.18	42-18351(1)
350	R0050390	209-23-001C	FRANCES MARY LEGAH	Section: 14 Township: 26N Range: 30E COM NE COR W 1303.48' S 608.47' TO POB CONTIN S 199.71' E 170' S 321.85' E 109.47' S 155' E 40' N 100' E 60.11' N 595.78' W 380' TO POB.	2010	\$ 48.32	\$ 87.62	-	\$ 135.94	42-18351(1)



Apache County Treasurer

Certificate of Removal and Abatement

Section: 14 Township: 26N Range:

30E COM NE COR W 1303.48' S

608.47' TO POB CONTIN S 199.71' E

170' S 321.85' E 109.47' S 155' E 40'

N 100' E 60.11' N 595.78' W 380' TO

POB.

351

R0050390

209-23-001C

FRANCES MARY LEGAH

2020

\$ - \$

\$ - \$

126.05 \$

126.05 42-18351(1)

Sub-Total of Real Property

\$ 1,258.39 \$

3,101.49 \$

4,359.88 \$

4,610.93

Total

\$ 1,258.39 \$

3,101.49 \$

4,359.88 \$

4,610.93

Supervisor Nelson Davis
Board Chairman

Date



Apache County Assessor

PO Box 770, 75 West Cleveland Street - St. Johns, AZ 85936 - (928) 337-7624

Resolution of Correction

Account Number: R0015626

Parcel Number: 107-10-377 Tax Year: 2021

Notice Date: 04/20/2022

Hearing Date: 04/20/2022 Tax Roll: 2021.TRC.677S79

OWNER

UNITED STATES DEPARTMENT OF TREASURY
c/o MICHELE MCKINLEY
4041 N CENTRAL AVE STE 112 MS5021
PHOENIX, AZ 85012

PROPERTY DESCRIPTION

Subdivision: SHOW LOW PINES UNIT 1 Lot: 377

Reason for Correction: Other

Additional Explanation:

2019: THIS PARCEL SHOULD HAVE BEEN TRANSFERRED TO THE US DEPARTMENT OF TREASURY IN 2017, AND AT THAT TIME IT SHOULD HAVE BEEN EXEMPT FROM TAXATION. WE ARE ONLY ABLE TO CORRECT 2019-2021. 4/20/22 DLJ

Approval History

Level	Date	User
Created	04/20/2022	djones
Admin	04/20/2022	djones
Assessor	04/20/2022	djones
Board	04/20/2022	djones

Value Corrections

Tax Area	Legal Class	Type	Limited Property Value		Primary Assessed	
			Original	Corrected	Original	Corrected
0600	02.R	LPV	1,034	0	155	0
	02.R	Exempt - LPV	0	1,034	0	0
Total			1,034	1,034	155	0

Tax Area	Legal Class	Type	Full Cash Value		Secondary Assessed	
			Original	Corrected	Original	Corrected
0600	02.R	Land	5,600	0	840	0
	02.R	Exempt - Land	0	5,600	0	0
Total			5,600	5,600	840	0

Legal Class	Description
02.R	AG/VACANT LAND/NON-PROFIT - REAL PROPERTY AND IMPROVEMENTS

Tax Corrections

Tax Area	Tax Type	Original	Corrected	Difference
0600	Ad Valorem Primary	\$11.78	\$0.00	(\$11.78)
	Ad Valorem Secondary	\$3.26	\$0.00	(\$3.26)
	Flood Control	\$0.14	\$0.00	(\$0.14)
Total		\$15.18	\$0.00	(\$15.18)



Apache County Assessor

PO Box 770, 75 West Cleveland Street - St. Johns, AZ 85936 - (928) 337-7624

Resolution of Correction

Account Number: R0015626

Parcel Number: 107-10-377 Tax Year: 2021

Tax Corrections

Tax Authority	Original	Corrected	Difference
02000 - APACHE COUNTY	\$0.97		(\$0.97)
02001 - APACHE COUNTY SCHOOL EQUALIZATION	\$0.66		(\$0.66)
03000 - MOBILE HOME RELOCATION FUND	\$0.00		\$0.00
05006 - SD #6 CONCHO ELEMENTARY	\$10.15		(\$10.15)
11900 - APACHE COUNTY FD ASSISTANCE FUND	\$0.14		(\$0.14)
14900 - APACHE COUNTY LIBRARY DIST	\$0.48		(\$0.48)
14901 - APACHE COUNTY LIBRARY BOND	\$0.00		\$0.00
15000 - APACHE COUNTY FLOOD CONTROL DIST	\$0.14		(\$0.14)
28000 - APACHE COUNTY JAIL DIST	\$0.31		(\$0.31)
28002 - APACHE COUNTY JAIL DIST - JUVENILE	\$0.15		(\$0.15)
29999 - APACHE COUNTY PUBLIC HEALTH DIST	\$0.38		(\$0.38)
52000 - APACHE COUNTY	\$0.00		\$0.00
55006 - SD #6 BUDGET OVERRIDES	\$0.00		\$0.00
56000 - APACHE COUNTY POST SECONDARY EDUC	\$0.23		(\$0.23)
58000 - APACHE COUNTY JR COLLEGE TUITION	\$0.76		(\$0.76)
65006 - SD #6 CLASS A BONDS	\$0.00		\$0.00
75006 - SD #6 CLASS B BONDS	\$0.81		(\$0.81)
85006 - SD #6 ADJACENT WAYS	\$0.00		\$0.00
Total	\$15.18	\$0.00	(\$15.18)

Statement of Taxes Due

APACHE COUNTY TREASURER

Original

Account Number R0015626
Acres 0.00
Assessed To

Parcel 10710377

UNITED STATES DEPARTMENT OF TREASURY
C/O:MICHELE MCKINLEY
4041 N CENTRAL AVE STE 112 MS5021
PHOENIX, AZ 85012

Legal Description						Situs Address
Subdivision: SHOW LOW PINES UNIT 1 Lot: 377						
Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2021	\$15.18	(\$15.18)	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$15.08	(\$15.08)	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$13.86	(\$13.86)	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$23.38	\$0.00	\$0.00	\$0.00	(\$23.38)	\$0.00
Total Tax Charge						\$0.00
County-Held Lien						
2018 Lien: 2022-93480	\$32.99	\$0.00	\$1.76	\$0.00	\$0.00	\$34.75
2018	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
2017 Lien: 2022-93482	\$30.83	\$0.00	\$1.64	\$0.00	\$0.00	\$32.47
2017	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
2016 Lien: 2022-93483	\$49.06	\$0.00	\$2.62	\$0.00	\$0.00	\$51.68
2016	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
2015 Lien: 2022-93485	\$70.55	\$0.00	\$3.76	\$0.00	\$0.00	\$74.31
2015	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
2014 Lien: 2022-93486	\$66.16	\$0.00	\$3.53	\$0.00	\$0.00	\$69.69
2014	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
2012 Lien: 2022-93488	\$91.50	\$0.00	\$4.88	\$0.00	\$0.00	\$96.38
2012	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
Total County-Held Lien						\$419.28
GRAND TOTAL						\$419.28
Grand Total Due as of 06/07/2022						\$419.28

Make payment to:
Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629
To pay online go to www.co.apache.az.us/treasurer
Interest accrues the 1st of every month

ERRONEOUS SALE INTEREST CALCULATION

ACCOUNT #:

R0050390

PARCEL #:

209-23-001C

INVESTOR NAME:

Brown & Brown Law Office

INTEREST:

0.00%

12

0.0000

	YEARS OF CORRECTION:	2008	2009	2010	2020	
	PAYMENT DATE:	2/3/2022	2/3/2022	2/3/2022	2/3/2022	
	CORRECTION DATE:	6/7/2022	6/7/2022	6/7/2022	6/7/2022	
	# OF MONTHS INTEREST ACCRUED:	4	4	4	4	
	AMOUNT OF INTEREST PER MONTH:	0.0000	0.0000	0.0000	0.0000	
	INVESTMENT AMOUNT:	\$2,377.48	\$1,552.18	\$135.94	\$126.05	\$4,191.65
	TOTAL AMOUNT OF INTEREST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL:	\$2,377.48	\$1,552.18	\$135.94	\$126.05	\$4,191.65

Statement of Taxes Due
APACHE COUNTY TREASURER

original

Account Number R0050390

Parcel 20923001C

Acres 0.00

Assessed To

LEGAH FRANCES MARY
PO BOX 958
WINDOW ROCK, AZ 86515

Legal Description

Situs Address

Section: 14 Township: 26N Range: 30E COM NE COR W 1303.48' S 608.47' TO POB CONTIN S
199.71' E 170' S 321.85' E 109.47' S 155' E 40' N 100' E 60.11' N 595.78' W 380' TO POB.

RD SAINT MICHAELS

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2020	\$0.00	\$0.00	\$0.00	\$10.00	(\$10.00)	\$0.00
2018	\$14.56	(\$14.56)	\$0.00	\$0.00	\$0.00	\$0.00
Total Tax Charge						\$0.00
Lien						
2020 Lien: 2022-92710	\$4,191.65	\$0.00	\$0.00	\$0.00	\$0.00	\$4,191.65
2020	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
Total Lien						\$4,201.65
GRAND TOTAL						\$4,201.65
Grand Total Due as of 06/07/2022						\$4,201.65

Make payment to:

Apache County Treasurer 75 West Cleveland PO Box 699 St. Johns, AZ 85936 928-337-7629

To pay online go to www.co.apache.az.us/treasurer

Interest accrues the 1st of every month

Tax Lien Sale Certificate of Purchase

Treasurer of Apache County, AZ

Tax Year: 2020

Date: February 03, 2022

Interest Rate: 0%

I HEREBY CERTIFY, that at Tax Lien Sale, situated in Apache County, State of Arizona, for Delinquent Taxes for the year 2020 held at PO Box 699, St. Johns, AZ 85936, on February 03, 2022 and subsequent days until adjourned, in accordance with the Law, a Tax Lien on the Tract hereinafter described, was sold to the purchaser or previous investor indicated below for the 'CERTIFICATE TOTAL' being the amount of taxes on the whole of said real estate and for which the purchaser is to receive interest until redemption at the maximum statutory rate indicated.

Purchaser: **BROWN & BROWN LAW OFFICES P.** Account: **R0050390** Parcel: **20923001C** Certificate: **2022-92710**

Previous Investors (if any):

Assessed Value: 0

Assessed To: **LEGAH FRANCES MARY**

Legal Description:

Section: 14 Township: 26N Range: 30E COM NE COR W 1303.48' S 608.47' TO POB
CONTIN S 199.71' E 170' S 321.85' E 109.47' S 155' E 40' N 100' E 60.11' N 595.78' W 380' TO
POB.

Tax Amount	\$1,432.00
Interest	\$2,633.60
OrigRoll: 49176	\$5.00
OrigRoll: 49257	\$27.33
OrigRoll: 49520	\$83.72

Certificate Total \$4,191.65

Premium Paid \$0.00

Acres: 0.00

Endorsements

Tax Yr	Pay Date	Tax	Interest	Fees	Total	Tax Yr	Pay Date	Tax	Interest	Fees	Total

IN WITNESS WHEREOF, I have hereunto set my hand and seal

TREASURER

by

DEPUTY

____ A.D. ____ FOR VALUE RECEIVED, I hereby assign all of the right, title and interest of ____

in and to the within certificate and to the lands herein described to ____

This Certificate surrendered and ____ redemption money paid to ____

____ A.D. ____ By ____

COUNTY TREASURER

DEPUTY

____ A.D. ____ This Certificate surrendered and deed made to ____

____ By ____

COUNTY TREASURER

DEPUTY

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

date/time stamp

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

Apache County Recorder's Office

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 the Early Voting sites and Drop boxes for the August 2nd Election.

BOS Meeting Date Requested 06/07/2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Drop Box Locations

Alpine Library Drop Box

17 County Road 2061

Alpine, AZ 85920

RVX5+3R Alpine, Arizona

Hours: Until 7:00 p.m. on November 3, 2020

Chinle Road Yard Drop Box

Located 50 yards south of Speedway Store on US Hwy 191,

Mile Post 446.9

Chinle, AZ

5C24+3M Chinle, Arizona

Hours:

Monday through Thursday 7:00 a.m. until 5:30 p.m.

Friday from 8:00 a.m. until 5:00 p.m.

Concho Library Drop Box

18 CR 5101

Concho, AZ 85924

C9C6+HC Concho, Arizona

Hours: Until 7:00 p.m. on November 3, 2020

Fort Defiance Road Yard Drop Box

Route N54

Fort Defiance, Arizona (left hand turnoff before NHA building)

PWPX+X9 Fort Defiance, Arizona

Hours: Monday through Thursday 7:00 a.m. until 5:30 p.m.

Ganado Road Yard Drop Box

North of the Ganado Chapter House

Ganado, AZ

PF52+5J Ganado, Arizona

Hours: Monday through Thursday 7:00 a.m. until 5:30 p.m.

Puerco (Sanders) Justice Court Drop Box

Apache County Rd 7080 - Take I-40 North to exit 339, turn North

Sanders, AZ 86512

6MC6+GG Sanders, Arizona

Hours: Until 7:00 p.m. on November 3, 2020

Round Valley County Annex Drop Box

309 S. Mountain Ave

Springerville, AZ

4PH6+CC Springerville, Arizona

Hours: Until 7:00 p.m. on November 3, 2020

St. Johns County Annex Drop Box

75 W. Cleveland St.

St. Johns, AZ

GJ4M+QP St. Johns, Arizona

Hours: Until 7:00 p.m. on November 3, 2020

Teec Nos Pos Road Yard Drop Box

North of Teec Nos Pos Chapter House, look for building that says "Apache County District I"

Teec Nos Pos, AZ

WV6W+Q3 Teec Nos Pos, Arizona

Hours: Open until 7:00 p.m. on November 3, 2020. Use access hole in fence if gate is locked.

Vernon Library Drop Box

10 Main St

Vernon, AZ 85940

7834+XW Vernon, Arizona

Hours: Until 7:00 p.m. on November 3, 2020

Early Voting Sites for August 2022

Fort Defiance Road Yard

Route N54

Fort Defiance, Arizona (left hand turnoff before NHA building)

PWPX+X9 Fort Defiance, Arizona

8:30 a.m. to 4:30 p.m.

(MDT) Monday through Thursday

Lunch break - 1:00 to 2:00 p.m.

Chinle Road Yard

Located 50 yards south of Speedway Store on US Hwy 191, mile post 446.9

Chinle, AZ

4CX4+RJ Chinle, Arizona

8:30 a.m. to 4:30 p.m. (MDT)

Monday through Thursday

Lunch break - 1:00 to 2:00 p.m.

Chambers Probation Office

1000 feet east of Chambers Post Office

Hwy 191 Frontage Road

Chambers, AZ

SHW7+PX Chambers, Arizona

10:00 a.m. to 3:00 p.m. (MDT)

Fridays only

Teec Nos Pos Road Yard

North of Teec Nos Pos Chapter House, look for building that says Apache County District I

Teec Nos Pos, AZ

WV6W+M5 Teec Nos Pos, Arizona

10:00 a.m. to 3:00 p.m. (MDT)

Fridays only

Recorder's Office

75 W. Cleveland St

St. Johns, AZ

GJ4M+WQ St. Johns, Arizona

6:30 a.m. to 5:30 p.m. (MST)

Monday through Thursday

Ganado Road Yard

North of the Ganado Chapter House Ganado, AZ

PF52+5J Ganado, Arizona

8:30 a.m. to 4:30 p.m. (MDT)

Monday through Thursday

Lunch break - 1:00 to 2:00 p.m.

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

date/time stamp

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

Apache County Recorder's Office

Date/Signature: _____

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

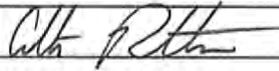
Discussion and possible approval to enter into a maintenance and operations agreement with the Arizona Secretary of State. This is for the maintenance of the Statewide Voter Registration System (AVID) cost is \$4,144.53.

BOS Meeting Date Requested 06/07/2022

PRE-AGENDA ITEM REVIEW

Legal Review: Summited and reviewed by Michael Whiting, Joe Young

Signature



Finance Review: _____

Signature



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

**COST-SHARING AGREEMENT
FOR STATEWIDE VOTER REGISTRATION DATABASE**

This Agreement is entered into by and between APACHE COUNTY, a body politic and corporate of the State of Arizona ("County"), on behalf of the APACHE COUNTY RECORDER ("Recorder") and the OFFICE OF THE SECRETARY OF STATE ("Secretary").

Recitals

- A. The Secretary entered the maintenance and operation phase of the voter registration database contract on November 25, 2019. From November 25, 2019 through November 30, 2021, the State of Arizona ("The State") contracted with Sutherland Government Solution Inc. and starting November 30, 2021, the State has contracted with INEXL Consulting LLC (through "Contracts" between the state and the referenced entities) for software and maintenance services as they relate to the statewide voter registration database,. This Agreement covers costs incurred from July 1, 2021 through June 30, 2022.
- B. The County utilizes the goods and services included in the Contracts, and the residents of the County receive a substantial benefit as a result of the Recorder being able to utilize the goods and services provided by the Contracts.
- C. Both the Secretary and the County have a duty towards the continued existence and maintenance of the statewide database of voter registration information and protection of access to voter registration information in the database. A.R.S. § 16-168. The authorizing statutes allow for the Secretary and the County to enter into a cooperative agreement for the purpose of compliance with A.R.S. § 16-168, the National Voter Registration Act, codified at 52 U.S.C. § 20503 et seq., and the Help America Vote Act, codified at 52 U.S.C. § 20901 et seq.
- D. The Secretary and the County have mutually determined that the County's fair share of all costs associated with the Contracts is \$4,144.53 for fiscal year 2021/2022.

NOW, THEREFORE, the County and the Secretary, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

SOS County Cost-Sharing Agreement - Apache County
FY21/22 Payment

Agreement

1. **Purpose.** The Recorder and the Secretary desire to share the costs for software and software maintenance services for the statewide voter registration database.
2. **Cost-Sharing.** The Secretary and the County have mutually determined that the County's fair share of all costs associated with maintenance services for the statewide voter registration database is \$4,144.53 for services rendered in fiscal year 2021/2022. This amount cannot change without a vote from the AVID Steering Committee. The Secretary/State shall not negotiate with the vendor in a way that would change the costs of their Contract without involvement and action (vote) from members of the AVID Steering Committee. The County will render payment in that amount once the County receives an invoice from the Secretary.
3. **Term.** This Agreement will be effective on the date it is fully executed by both parties and will continue until June 30, 2022, unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
4. **Insurance.** All parties to this agreement are government entities. Neither entity is required to procure special insurance coverage for their obligations under this Agreement.
5. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes. Any action relating to this Agreement will be brought in a court in Maricopa County.
6. **Non-Discrimination.** The parties will not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties under this Agreement. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.
7. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 C.F.R. Parts 35 and 36.
8. **Severability.** If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.

SOS County Cost-Sharing Agreement - Apache County
FY21/22 Payment

9. **Conflict of Interest.** The requirements of A.R.S. § 38-511 apply to this Agreement. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
10. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligations. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the affected party or any other affected agency of the County or State at the end of the period for which funds are available. No liability shall accrue to the affected party or any other affected agency of the County or State in the event this provision is exercised, and neither the affected party nor any other affected agency of the County or State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
11. **Recordkeeping.** Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the County shall produce the original of any or all such records at the offices of the Secretary.
12. **A.R.S. § 41-4401 Compliance - Immigration Laws and E-Verify Requirement.** The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")
 - a. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the breaching party may be subject to penalties up to and including termination of the Agreement.
 - b. The Secretary retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this paragraph.
13. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture, or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

SOS County Cost-Sharing Agreement - Apache County
FY21/22 Payment

14. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
15. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Apache County Recorder
Attn: Larry Noble
Post Office Box 425
St. Johns, Arizona 85936

With copies to:

County Administrator

Secretary:

Honorable Katie Hobbs
Arizona Secretary of State
1700 West Washington Street,
Floor 7
Phoenix AZ 85007-2808
Phone: (602) 542-4285

Clerk of the Board

16. **No Indemnification.** Notwithstanding any provision of the Agreement to the contrary, the Secretary is not authorized to indemnify the County.
17. **Arbitration.** The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
18. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the parties.

SOS County Cost-Sharing Agreement - Apache County
FY21/22 Payment

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

IN WITNESS WHEREOF, the parties execute this Agreement:

APACHE COUNTY BOARD OF SUPERVISORS

Nelson Davis, Chair

Date

ATTEST:

Ryan N. Patterson, Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT:

Larry Noble, Apache County Recorder

Date

OFFICE OF THE SECRETARY OF STATE



Katie Hobbs, Secretary of State

April 26, 2022

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Recorder's Office

Date/Signature: _____

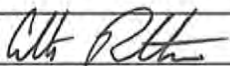
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to amend the current Tyler Eagle Recorder contract to include Recording Access (formally Web Recording). This amendment will not accrue additional cost to the County.

BOS Meeting Date Requested 06/07/2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Apache County, Arizona, with a mailing address of PO Box 428, Saint Johns, Arizona 85936 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 30, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The Recording Access (formally Web Recording) transaction fees set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement, subject to Exhibit B Section 4 of the Agreement.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Apache County, Arizona

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For:

Apache County
PO Box 428
Saint Johns, AZ 85936
Phone: +1 (520) 337-4364

Quoted By:
Quote Expiration:
Quote Name:

Glen Snider
10/30/22
Apache County Recorder
Payments Core (Tyler
Payments)

Transaction Fees

Description

Payments Core (Tyler Payment) - please see information attached
for contracted Recording Access (formally Web Recording)
Transaction fees apply - please see attached

Transaction Fees

\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 0
Contract Total	\$ 0	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Recording Access – eRecording Portal

Project Objective

Enables local and small filers to electronically submit documents to the County Recorder office. This feature allows your local community to file documents online with Credit Card and eCheck options to streamline recordings and increase online offerings and automated processes.

Project Overview

- Create online portal access for citizens (small filers) to file documents.
- Connect citizen portal to Eagle Recorder.
- Ensure accounts and workflows are mapped.
- Configure payment options for online payments.
 - Partner with Tyler's payment services to complete this activity.

Project Prerequisites and Requirements

- Eagle Recorder must be on version 2020.2 or greater.
- Activate eRecording webservice. Requires an open portal to access the eRecording server.
 - Requires eRecording and eRecording workflows be configured.
- Requires an agreement with Tyler's merchant provider.
 - Determine payment options (credit card and/or eCheck options)
- Provide a Memorandum of Understanding (MOU), (optional). If not desired, Tyler will provide terms and conditions.
- Define document types desired for eRecording.

Standard Supported PRIA Types:

- AbstractofJudgment
- AffidavitofDeath
- AssignmentofDeedofTrust
- BargainAndSaleDeed
- BlanketAssignment
- Deed
- DeedOfTrust
- FederalTaxLien
- Judgment

- ModificationAgreementOrConsolidationAgreements
- Mortgage
- PowerofAttorney
- QuitClaimDeed
- Reconveyance
- ReleaseofFederalTaxLien
- ReleaseofStateTaxLien
- SatisfactionOfLien
- SatisfactionofMortgage
- StateTaxLien
- SubordinateLienAgreement
- SubstitutionofTrustee
- TreasurersTaxLien
- WarrantyDeed

- Determine fees needed for each document.
- Determine workflows desired to use for eRecording packages.

Outside of Project Scope

- Creation of county MOU is not provided by Tyler.
- Non-UCC forms. Including, new form creation filings.
- Additional document types (non-PRIA types).
- House Account support for non-government-to-government filings.
- Creation of new workflows not defined in the project scope/schedule.

Methodology/Process

Task Owner	Task
Tyler Project Manager	Project Kickoff
Tyler Implementation Consultant Customer	Conduct Business Process Evaluation and Review Requirements
Tyler Implementation Consultant	Recording Access Configuration
Tyler Implementation Consultant	Eagle Recorder Connection
Tyler Implementation Consultant	Connect Payment Information
Customer	Test Features, Functionality and Business Processes
Customer	Perform Acceptance Criteria



Acceptance

The following process will be used for accepting Deliverables and Control Points:

1. Customer shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Customer does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld Tyler deems the Deliverable or Control Point as accepted.
2. If Customer does not agree the particular Deliverable or Control Point meets requirements, Customer shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
3. Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Customer shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Customer does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deem the Deliverable or Control Point as accepted.

Additional Notes

The enclosed scope is good-faith estimate. Any changes in scope may require an additional scope of work with additional cost. Any additional consultation from Tyler may increase scope and may require additional billable time done on a time and materials basis.

Tyler Payments

- Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processingagreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance (if required).
- Please see Tyler Payments fee schedule below.



Electronic Payment Costs	
If passing transaction costs to the payer	
<u>Technology Fee</u> – Flat fee per document, payable to Tyler Technologies. Can be passed to submitter or absorbed by County.	\$3.00
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express	3.50% per transaction
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Probation Services

Date/Signature: Ada C 4/14/22

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

The Juvenile Division requests Apache County provide \$2,418.00 in matching funds for an ongoing Family Counseling Grant. The State of Arizona will disburse \$9,669.00 for a total of \$12,087.00

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: [Signature]

Finance Review: _____

Signature: [Signature]

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

**FAMILY COUNSELING
FISCAL YEAR 2023**

Board Resolution

The Apache County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. Section ' 8-261 through ' 8-265 for fiscal year 2023.

The Board of Supervisors resolves that \$2,418 in matching funds will be provided by this County's Board of Supervisors for Apache County, Arizona.

Clerk of the Board

Date

Chairperson, Board of Supervisors

Date

Please file with:

**Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: Steve Selover, Program Manager
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231**

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION**

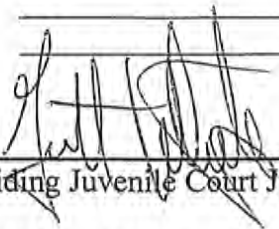
**FAMILY COUNSELING
FISCAL YEAR 2023**

Court Certification

- I. The Juvenile Division of the Superior Court in Apache County certifies that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be made available for family counseling services.
- II. The Juvenile Division of the Superior court in Apache County certifies that the amount of aid provided by the state and county to a family counseling program pursuant to this article does not exceed 70% of the program's annual operating budget.
- III. (Complete if information is not contained in the Annual Resolution of the Board of Supervisors.)

The Juvenile Division of the Superior Court in Apache County certifies that the matching funds as required in A.R.S. Section ' 8-261(4) and ' 8-265(A) have been provided by the county for fiscal year 2023 as follows (include amounts and explanation):

Apache County will provide \$2,418 from county general funds as the required match.



Presiding Juvenile Court Judge

3/26/22
Date

Please file with:
Arizona Supreme Court
Administrative Office of the Courts
Juvenile Justice Services Division
Attention: Steve Selover, Program Manager
1501 West Washington Street, Suite 337
Phoenix, Arizona 85007-3231

**FAMILY COUNSELING
FUND ALLOCATION SCHEDULE
FY 2023**

COUNTY	JUVENILE POPULATION 17 & UNDER	PERCENTAGE OF TOTAL	BASE ENTITLEMENT	*POPULATION ALLOCATION	*TOTAL BUDGET ALLOCATION	COUNTY MATCH	FIRST DISTRIB. OCT. 31, 2022	*SECOND DISTRIB. APR. 15, 2023
Apache	18,634	1.0985%	5,000	4,669	9,669	2,418	4,737	4,932
Cochise	30,262	1.7840%	5,000	7,582	12,580	3,145	6,164	6,416
Coconino	30,755	1.8131%	5,000	7,706	12,706	3,177	6,226	6,480
Gila	10,859	0.6402%	5,000	2,721	7,721	1,930	3,783	3,938
Graham	10,693	0.6304%	5,000	2,679	7,679	1,920	3,763	3,916
Greenlee	2,798	0.1649%	5,000	701	5,701	1,425	2,793	2,908
La Paz	4,193	0.2472%	5,000	1,051	6,051	1,513	2,965	3,086
Maricopa	1,065,613	62.8203%	5,000	266,986	271,986	67,996	133,273	138,713
Mohave	40,391	2.3811%	5,000	10,120	15,120	3,780	7,409	7,711
Navajo	29,549	1.7420%	5,000	7,404	12,404	3,101	6,078	6,326
Pima	222,592	13.1223%	5,000	55,770	60,770	15,193	29,777	30,993
Pinal	116,108	6.8448%	5,000	29,090	34,090	8,523	16,704	17,386
Santa Cruz	13,254	0.7814%	5,000	3,321	8,321	2,080	4,077	4,244
Yavapai	40,487	2.3868%	5,000	10,144	15,144	3,786	7,421	7,723
Yuma	60,101	3.5431%	5,000	15,058	20,058	5,015	9,828	10,230
TOTAL	1,696,289	100.00%	75,000	425,002	500,000	125,002	244,998	255,002

Source: Arizona Department of Economic Security, Research Administration,
Population Statistics Unit. Arizona population projections for
2017-2055.

*Total reflects rounding adjustments.

APPROVED: **Joseph Kelroy**
Digitally signed by Joseph Kelroy
Date: 2022.03.07
09:12:23 -07'00'

Unallocated

GRAND TOTAL
500,000

CK SUM **500,000**

Guinn, Ada

From: Gillmore, Kathryn
Sent: March 14, 2022 7:05 AM
To: Hancock, Paul; Guinn, Ada
Cc: Selover, Steve; Gillmore, Kathryn; Kopecky, Lauren
Subject: 2023 Family Counseling Funds- Apache County
Attachments: FY2023 Family Counseling Fund Allocation Schedule.pdf; FC Apache BoardResolution 2023.docx; FC Court Cert Apache 2023.doc

To: Paul Hancock , Director of Juvenile Court Services

From: Steve Selover, JJSD Program Manager

Date: March 14, 2022

Subject: FY 2023 Family Counseling Fund

Enclosed are the Family Counseling Allocation Schedule, Court Certification Form and Board of Supervisor's Resolution for FY 2023. The Board of Supervisor's Resolution and Court Certification Form must be completed and returned to the Supreme Court no later than **July 1, 2022**.

The Family Counseling allocation is continuing to be funded by the Legislature in the amount of \$500,000. It is funded by a formula based on state and county population projections by the Arizona Department of Administration.

Please secure a spot on your Board of Supervisors' Agenda soon so you can have the Board Resolution and Court Certification documents signed and sent back to us by **July 1, 2022**. Please keep copies for your records and send all original documents to my attention.

If you have any questions, please feel free to contact Steve Selover at (602) 452-3539.

Thank you,

Kathy Gillmore
Administrative Office of the Courts
Juvenile Justice Services Division - Suite 337
Telephone: (602) 452-3297
Fax: (602) 452-3879
kagillmo@courts.az.gov



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

Submitter's Name Emergency Management

Date/Signature: _____

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

Notification that on May 26th, 2022, Apache County entered into Stage 2 Fire Restrictions.

BOS Meeting Date: June 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: _____

Check if item does not require review ☐

Finance Review: _____

Signature: _____

Check if item does not require review ☐

Human Resources Review: _____

Signature: _____

Check if item does not require review ☐

Other Review: _____

Signature: _____

Check if item does not require review ☐

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Emergency Management

Date/Signature: [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 an agreement between Apache County and AZ Department of Forestry and Fire Management of set pricing for work to be completed on the HFI 21-311 Grant for forest thinning.

BOS Meeting Date: June

2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: [Signature]

Check if item does not require review ☐

Finance Review: _____

Signature: [Signature]

Check if item does not require review ☐

Human Resources Review: _____

Signature: _____

Check if item does not require review ☐

Other Review: _____

Signature: _____

Check if item does not require review ☐

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Douglas A. Ducey
Governor

Office of the State Forester

Arizona Department of Forestry and Fire Management



David Tenney
State Forester

Agreement entered into this 17th day of May, 2022 between the Apache County, herein called the "party or parties" and Arizona Department of Forestry and Fire Management, 1110 West Washington, Suite 100, Phoenix, Arizona 85007, herein called the "DFFM".

This Agreement shall be completed under the HFI 21-311 Grant. The terms and conditions specified, is an estimated total project cost of \$1,500.00 per day per crew as long as needed, and will cover work completed from the date this agreement is authorized by both the Parties and DFFM, through the 31st day of December, 2025.

Scope of Agreement:

- DFFM will:
 - Provide a Department of Corrections (DOC) supervised DFFM Crew, herein called the "Crew"
 - Provide a State Forestry Crew Manager, herein after called the "Crew Captain"
 - Provide Crew vehicles
 - Provide DFFM equipment
- The Crew will complete the following tasks:
 - Cut and Thin area to prescription
 - Chip and Haul Slash from felled trees
 - Pile slashed material for burning
 - Burn piled slash
- Project cost that will be billed to the Parties include:
 - DFFM Crew and Crew vehicles
 - A DFFM Crew Manager,
 - DFFM equipment
 - Miscellaneous and/or specialized equipment needed to accomplish project described in scope of agreement or used upon request of the parties. Use of this equipment, the associated costs, and expectations will be included in this agreement and listed on the Project Work Summary
 - Additional cost could be incurred if the Crew is needed outside of regular daily or weekly work schedules; these costs could include DOC Officer overtime
- Due to the nature of the Crew (inmates), there are possible unplanned work delays or unexpected crew delays in which the parties will be properly notified as soon as possible
- The DFFM Crew can also be pulled off of the project in the event they are needed to respond to a wildfire in which the parties will be notified as soon as possible

Duty ♦ Respect ♦ Integrity

DFFM Resources and/or Parties Responsibilities

DFFM responsibilities include:

- Provide the Crew to accomplish the project described in the scope of agreement
- Provide all standard tools and personal protective equipment (i.e. chainsaws, axes, gloves, hardhats, etc...) to accomplish the project described in the scope of agreement in a safe and efficient manner
- Provide transportation for the Crew to and from the project site
- Ensuring that a Crew Manager oversees the work being accomplished and that he/she communicates on a regular basis with the parties concerning the work and or any issues that may arise from the project
- Should DFFM decide to cancel this Crew Use Agreement, they must do so by giving a minimum of thirty (30) day notice, in writing and the parties will be responsible for any work completed up to the cancellation date

Parties' responsibilities include:

- Ensuring communication on a regular basis with the Crew Manager concerning the projects
- Ensures that the project is well marked and the property boundaries are accurately defined
- Obtains written authorization of third party private property owners, if applicable in project described in scope of agreement
- Provides any specialized materials, tools or personal protective equipment beyond the standard equipment provided by the Crew; unless stipulated in the Scope of Agreement.
- Should the parties decide to cancel this Crew Use Agreement, they must do so by giving a minimum of thirty (30) day notice, in writing and will be responsible for any work completed up to the cancellation date

Location and/or map

Vernon township area, multiple private properties

Reporting/Recording Requirements:

The Crew Manager will complete a weekly or bi-weekly work summary that will be reviewed by DFFM and used to create an invoice for payment by the parties. The work summary is available to the parties by request. The work summary includes current rates charged for the crew hours, vehicles, equipment, crew manager, DOC overtime, etc. In certain circumstances, more than one project number can be assigned under one agreement and completed work will be delineated by location and project number on the Work Summary completed by the Crew Manager.

Pre-work Consultations:

After the agreement is authorized by both DFFM and the parties, but before work shall begin, the crew manager shall meet with the parties to discuss the specific terms, condition, specifications, and expectations of the agreement. The crew manager may request any other pertinent information from the parties; such as surveys and or boundary markers.

Payment:

The parties are responsible for 100% of the accrued cost that will be invoiced after any work has been completed. (Discuss terms of billing cycle for project. Example: Weekly, bi-weekly or upon completion of entire project if project is able to be completed within a short enough time period that follows DFFM policy)

Billing Address:

Apache County Emergency Management, PO Box 428, St. Johns AZ 85936

Audit of Records:

Pursuant to A.R.S. §35-214 and 35-215, the Party or Parties shall retain all data and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Party or Parties shall produce the original of any or all such records.

Cancellation for Conflict of Interest:

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the Party or Parties receive written notice of the cancellation unless the notice specifies a later time.

Non-Discrimination:

The Party or Parties shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The State Forester shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

The Arizona State Department of Forestry and Fire Management utilizes DOC crews to accomplish work in areas where one or more of the following conditions occur:

- Local resources are not available for the type of work or for the schedule required.
- The specified project is being used as a training activity to maintain necessary skills for forestry, fuels mitigation, and fire response activities - and ongoing readiness for statewide response to wildland fires and other disasters.

The Department of Forestry and Fire Management / Department of Corrections (DOC) Fire and Fuels crews are maintained to provide forestry, fire mitigation, and firefighting resources to the State of Arizona and Arizona communities where local resources are limited or unavailable. The intent is not for state DOC crews to displace local workers or to be a long-term substitute for local employment opportunities.

By entering into this agreement, the customer acknowledges they have evaluated the availability of a local workforce, and that entering into this agreement is in the best interest of the community.

Applicable Law:

This Agreement shall be governed and interpreted by the law of the State of Arizona, and administrative rules promulgated there under.

Arbitration:

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

Amendment:

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Party or Parties or the Contactor hereto.

Signature

Reserved for DFFM Representative	Reserved for Parties Representative
Signature _____ Date _____	Signature _____ Date _____
District Manager	
Arizona Department of Forestry & Fire Management	Nelson Davis Chairman, Apache County Board of Supervisors
1110 W. Washington Suite 100	PO Box 428

Phoenix, Arizona 85007	St. Johns, AZ 85936
City, State Zip	City, State Zip
602-396-0541	928-337-4364
Contact Phone Number	Contact Phone Number

DFFM Equipment Rate Sheet

March 2014

Equipment Type	Daily Rate	Mile/Hr Rate
Inmate Labor (Project)		\$4.50
Inmate Labor (Prescribed Fire)		\$8.00
3/4 Ton Truck	\$ 35.00	\$ 0.44
1/2 Ton Truck	\$ 19.80	\$ 0.36
Crew Buggy	\$ 86.08	\$ 1.04
Chipper Truck	\$ 35.00	\$ 0.44
Chipper 10	\$ 15.70	\$ 10.00
Chipper 14	\$ 19.12	\$ 11.00
Chipper 15	\$ 19.98	\$ 11.25
Chipper 18	\$ 22.54	\$ 24.00
6 Wheel UTV w/ Trailer	\$ 75.00	
Ranger UTV		\$ 10.00
ATV with Trailer	\$ 50.00	
Suburban	\$ 35.00	\$ 0.44
Blazer		\$ 1.35
Type 3 Engine (FEP)		\$ 66.00
Type 5 Engine	\$ 84.54	\$ 0.90
Type 6 Engine (FEP)		\$ 37.00
Type 6 Engine	\$ 19.75	\$ 0.89
5 Ton		\$ 0.93
Skid Steer Tractor	\$ 63.00	\$ 27.00
Skid Steer Truck	\$ 43.00	\$ 0.66

Version 2003

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Matthew S. Fink 4/25/22

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

Discussion, consideration and possible approval of a conditional use permit allowing George and Michelle
Iddings to store one Recreational Vehicle (RV) on their 3.5-acre property for use by family members when
visiting and to allow for family members to bring their RV's occasionally to stay in while visiting; additional RV's
will not be stored on the property. Property is located in Greer, AZ 85927. A.P.N. 102-08-032C. Planning &
Zoning commission recommended approval with conditions on March 10, 2022; four (4) ayes, two (2) nays,
one (1) no vote.

BOS Meeting Date Requested May 3, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



APACHE COUNTY — Community Development Department
P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name George & Michele Iddings
Mailing Address PO Box 126
Greer, AZ 85927
Contact Person George Iddings
Phone 623-297-7584 Fax _____
Email georgeiddings@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 102-08-032C
Township 7N Range 27E Section 11
Subdivision _____
Unit # _____ Lot # _____
Address/Location 73 Apache County
Road 1324 Greer, AZ
85927
Existing Zoning _____
Existing Land Use _____
Lot Size 3.5 Acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

Store one RV occasional extended
family members to stay in and
bring their own RVs to stay
in for visits to us occasionally

Temporary Use: ☐ Yes ☒ No

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

George Iddings

Date 1/24/22

Signature of Property Owner (if not the applicant)

Date _____

OFFICE USE ONLY

Received By [Signature] Date _____
Receipt # _____ Fee 300
Permit # 2022-08
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

COMMISSION ACTION

☒ Approved ☒ with Conditions ☐ Denied

Resolution # _____ Date _____

Chairman [Signature] Date 3/10/22

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____

Supervisor _____ Date _____

December 1, 2021

Apache County Community Development

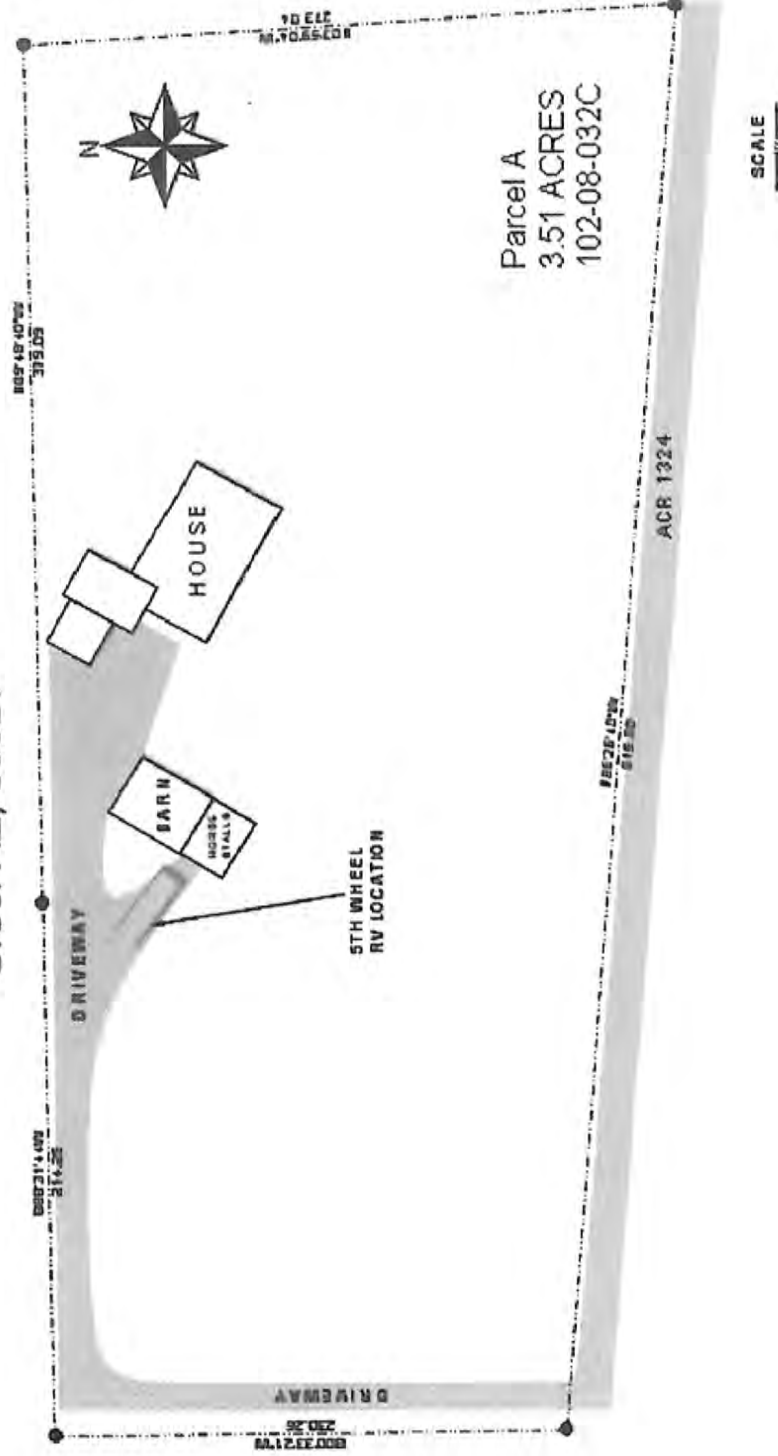
Conditional Use Permit Condition (s)

Name: George and Michelle Iddings

Permit # 2022-08

1. The applicant be allowed to store the current RV on the applicants property in the current location as shown on the applicants site-plan submitted with the CUP.
2. The occasional use of only one (1) additional RV on the applicants property for occasional use.
3. Time of occasional use does not extend past fifteen (15) days before having to be removed. Upon removal of the one (1) temporary RV a period of fifteen (15) days between visits, with a total of forty-five (45) days in a six-month period. The one (1) permanently stored RV will be subject to the same fifteen (15) days of use with fifteen (15) day of non-use between visits additionally adhering to the 45 day limit every six months.
4. No RV is to be used to "get gain" meaning at no time can they be rented or leased to paying customers.
5. Violations of these conditions will result in the CUP being revoked immediately.

Iddings Residence
73 Apache County Road 1324
Greer AZ, 85927





WHITE MOUNTAIN INDEPENDENT
P.O. BOX 1570, SHOW LOW, AZ 85902
928-537-5721 PHONE 928-537-1780 FAX

State of Arizona)
) ss.
County of Navajo)

Affidavit of Publication
[] Navajo [X] Apache

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, March 10, 2022 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration and possible recommendation for approval of a conditional use permit allowing George and Michelle Iddings to store one Recreational Vehicle (RV) on their 3.5-acre property for use by family members when visiting and to allow for family members to bring their RVs occasionally to stay in while visiting; additional RVs will not be stored on the property. Property is located in Greer, AZ 85927. A.P.N. 102-08-032C

PUBLIC HEARING, consideration and possible recommendation for approval of a conditional use permit allowing Michael & Toni Bragiel to store their personal travel trailer on their 0.72-acre property. Property is located in Greer, AZ 85927. A.P.N. 102-08-020B

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

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

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

Published in the White Mountain Independent: #133071, F, February 18, 2022

I, Victoria Starns, being first duly sworn, depose and say: I am the agent of the White Mountain Publishing, LLC, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s):

02/18/2022

White Mountain Independent

Victoria Starns

Sworn to me this

18th day of February, 2022 A.D.

Jennet Clark

Notary Public

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Matthew L. Fitch 4/25/22

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

Discussion, consideration and possible recommendation for approval of a conditional use permit allowing Michael & Toni Bragiel to store their personal travel trailer on their 0.72-acre property. Property is located in Greer, AZ 85927. A.P.N. 102-08-020B. Planning & Zoning commission recommended approval on March 10, 2022; five (5) ayes, one (1) abstention, one (1) no vote.

BOS Meeting Date Requested May 3, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



CONDITIONAL USE PERMIT APPLICATION for GREER, AZ

APPLICANT

Name Michael/Toni Bragiel
Mailing Address P.O. Box 364
Greer, Az. 85927
Contact Person Michael Bragiel
Phone 928-2076207 Fax _____
Email navydad07@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 102-08-020B
Township TN Range 27E Section 11
Subdivision _____
Unit # _____ Lot # _____
Address/Location 86 1120

Existing Zoning _____
Existing Land Use _____
Lot Size .76 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

To store our personal
travel trailer on our
property.

Temporary Use: _____ Yes _____ No

OFFICE USE ONLY

Received By [Signature] Date 2/7/22
Receipt # 1460 Fee 300
Permit # 2022-09
Related Cases _____
Appeal Filed By _____ Date _____
Receipt # _____ Fee _____

SUBMITTAL CHECKLIST

- ☒ Pre-application meeting with a staff planner in the Planning and Zoning Department.
- ☒ Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- ☒ A list of names and addresses of all the property owners within 300 feet of subject property.
- ☐ ~~Ten copies of all plans and drawings.~~
- ☒ Map to property.
- ☒ A non-refundable filing fee. (See Section 911)
- ☒ All required items need to be submitted to Planning and Zoning at least 21 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

Michael Bragiel Date 2/3/22

Signature of Property Owner (if not the applicant)

_____ Date _____

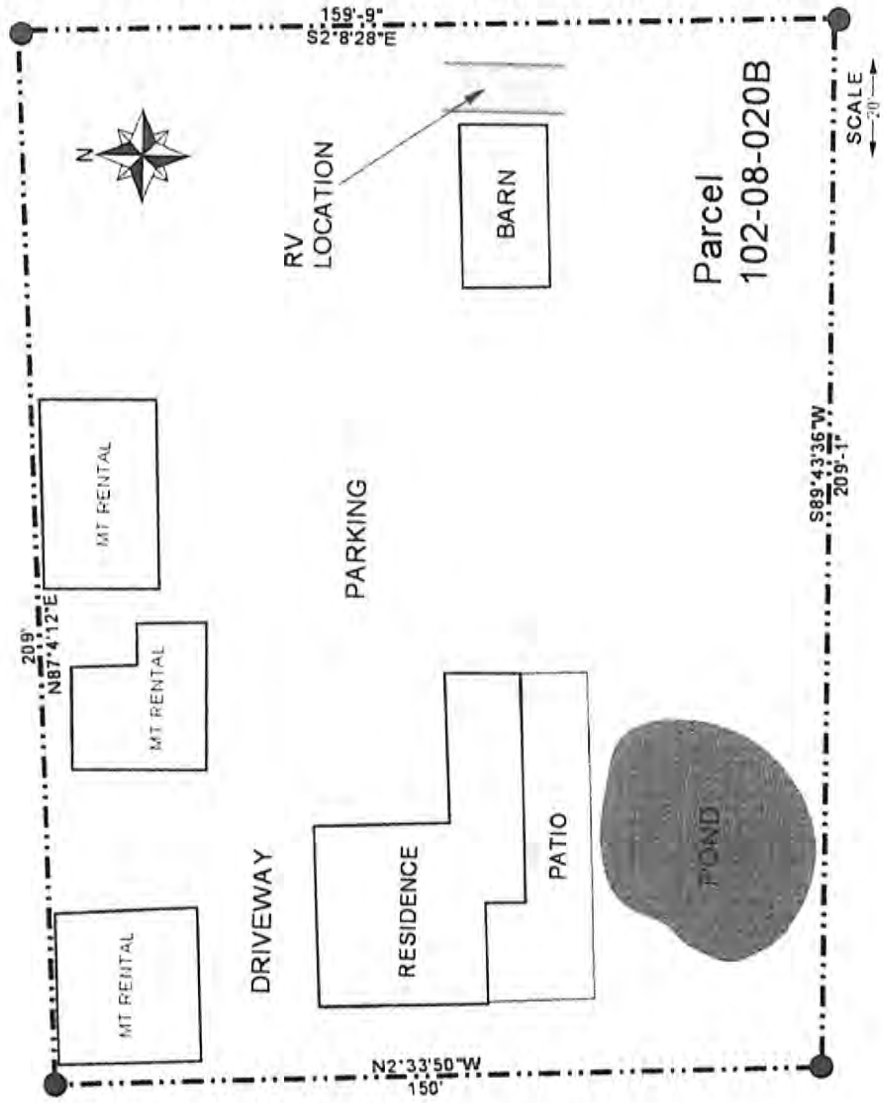
COMMISSION ACTION

☒ Approved ☐ with Conditions ☐ Denied
Chairman [Signature] Date 3/10/22

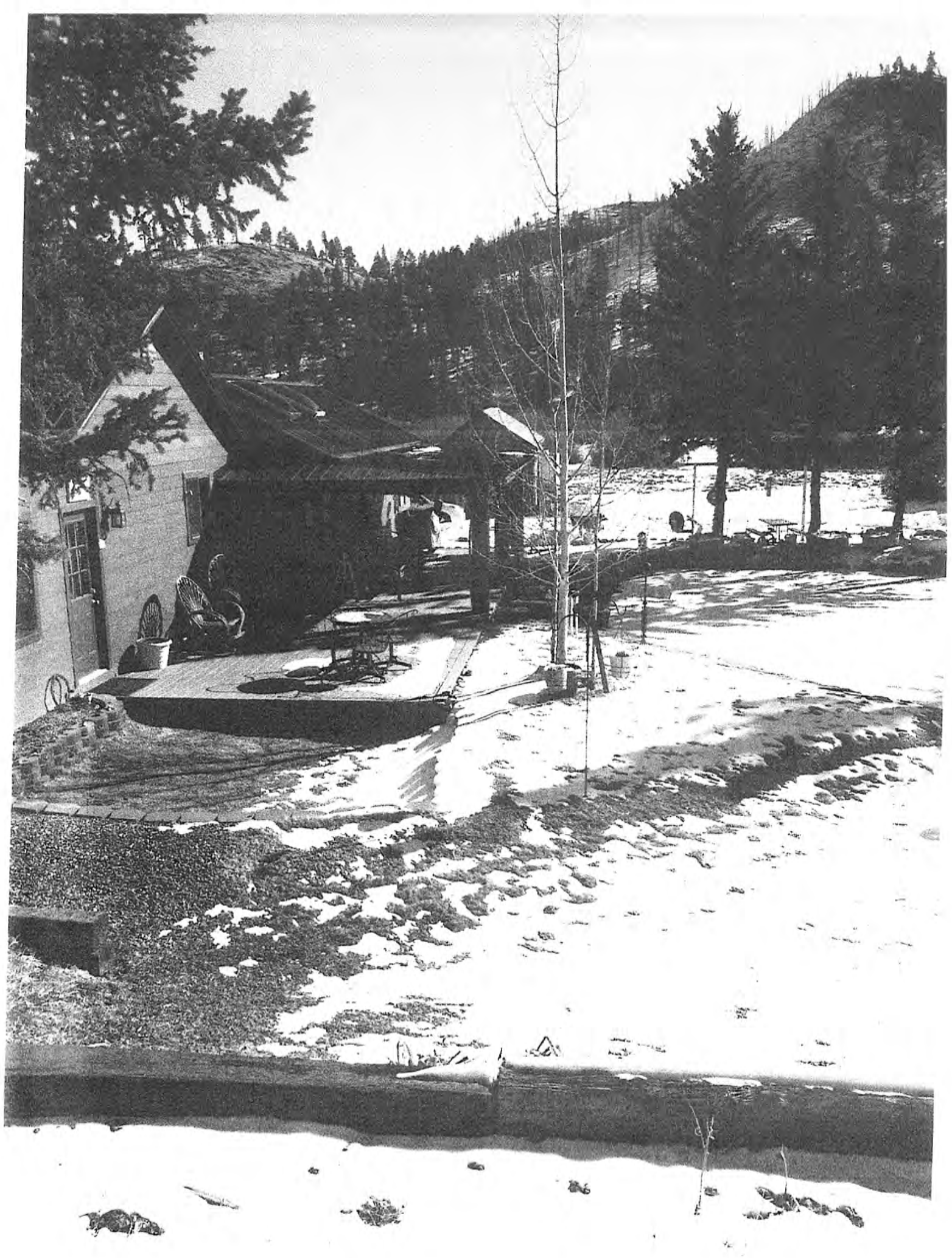
BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied
Supervisor _____ Date _____

BRAGIEL RESIDENCE
90 MAIN ST.
GREER, AZ 85927







WHITE MOUNTAIN INDEPENDENT
P.O. BOX 1570, SHOW LOW, AZ 85902
928-537-5721 PHONE 928-537-1780 FAX

State of Arizona)
) ss.
County of Navajo)

Affidavit of Publication
[] Navajo [X] Apache

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, March 10, 2022 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration and possible recommendation for approval of a conditional use permit allowing George and Michelle Iddings to store one Recreational Vehicle (RV) on their 3.5-acre property for use by family members when visiting and to allow for family members to bring their RVs occasionally to stay in while visiting; additional RVs will not be stored on the property. Property is located in Greer, AZ 85927. A.P.N. 102-08-032C

PUBLIC HEARING, consideration and possible recommendation for approval of a conditional use permit allowing Michael & Toni Bragiel to store their personal travel trailer on their 0.72-acre property. Property is located in Greer, AZ 85927. A.P.N. 102-08-020B

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

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

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

Published in the White Mountain Independent: #133071, F, February 18, 2022

I, Victoria Starns, being first duly sworn, depose and say: I am the agent of the White Mountain Publishing, LLC, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s):

02/18/2022

White Mountain Independent

Victoria Starns

Sworn to me this

18th day of February, 2022 A.D.

Jennet Hanks

Notary Public

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

original stamp

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

Engineering

Date/Signature 5-26-2022

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 add to the Project Specific IGA, with the Navajo Nation, Attachment A
Projects 2-7/6

BOS Meeting Date Requested 06-07-2022

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Alt RTH

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

Apache County MOU 259

	Project 1	Business Unit	Budget
1	N136 Lukachukai	C01547.9024	185,300.00
2	C492 Round Rock	C01762.9024	351,153.69
2 0	C590 Round Rock	C01763.9024	228,533.94
3 0	N9402 Houck	C01692.9024	85,000.00 ✓
4 0	Houck Cemetery Access Road	N01411.9024	46,722.00 ✓
5 0	N39 Kindalichee	C01650.9024	246,750.00
6 0	N203 Ganado	C01863.9024	300,000.00
7 8	N8070 Rock Point	C01881.9024	833,333.00
	Total Attachment "A" Budget		\$ 2,276,792.63

plee 02/14/22

PROJECT 1

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.

Map

The project location map is attached.

Project Manager

Priscilla Lee



STRIP MAP
RtN0136
Chinle

109°14'24"W 109°13'48"W 109°13'12"W 109°12'36"W 109°12'0"W 109°11'24"W

ROUND ROCK

Apache

Arizona

LUKACHUKAI

Lukachukai

Legend

Chapter House

Selected Rt

BIA Roads

Inventory Rt

US Hwy

State Hwy

Interstate Hwy

County Road

Chapter

County Bdry

States

Length of Route: 2.8 mi

Ownership: Tribe/BIA

Date: 02/14/2022

0 0.6 Miles



Project 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 "A", and completed no later than November 30, 2022.

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.**

Map

The project location map is attached.

Project Manager

Priscilla Lee



BOP
36.469683
-109.527226

US191

BOP
36.467789
-109.493696

N171

CR493

CR492

CR590

EOP
36.442193
-109.506075

BOP
36.401942
-109.484467

Legend

- Project Points
- Proposed/Improved Crossing
- ⊗ Existing Crossing
- Roadway Realignment
- N590 - 2.9 Miles
- N492 - 5.2 Miles
- Navajo DOT Routes
- County Routes
- US Highways

CR590 / CR492 Project Map

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

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

Map :

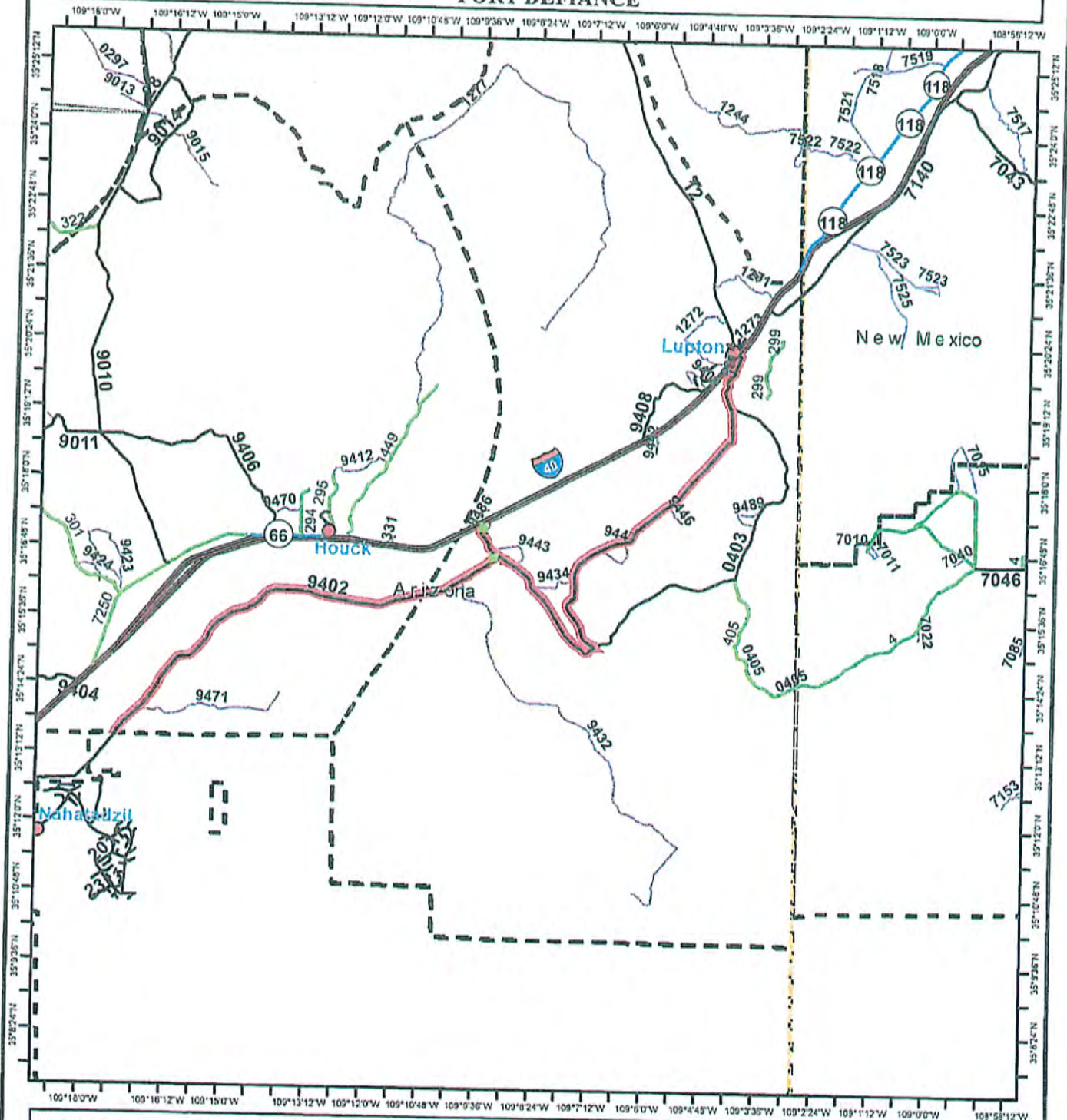
The project location map is attached.

Project Manager

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



STRIP MAP ROUTE 9402 FORT DEFIANCE



Legend

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

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



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 N9402 Houck:

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 "A", and completed no later than November 30, 2022.

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.

Map

The project location map is attached.

Project Manager

Joseph Peterman, Department Manager

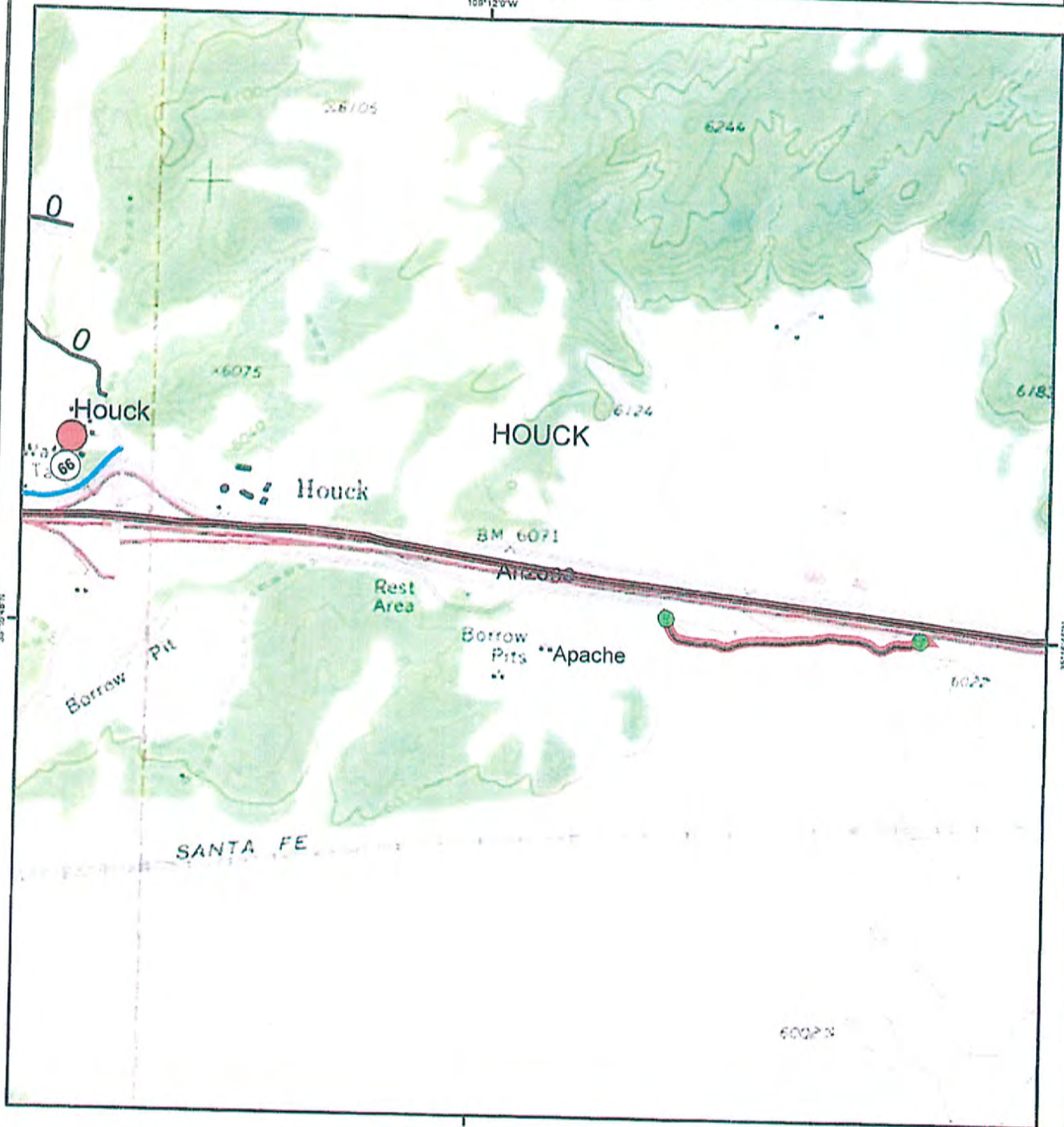
jpeterman@navajodot.org

(505) 371-8392



STRIP MAP Proposed Cemetary Road Ft. Defiance

109°12'0"W



109°12'0"W

Legend

- | | | |
|---------------|----------------|-------------|
| Chapter House | Inventory Rt | County Road |
| Selected Rt | US Hwy | Chapter |
| BIA Roads | State Hwy | County Bdry |
| | Interstate Hwy | States |

Length of Route: mi
Ownership:
Date: 02/14/2022

0 0.3
Miles



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

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

Map

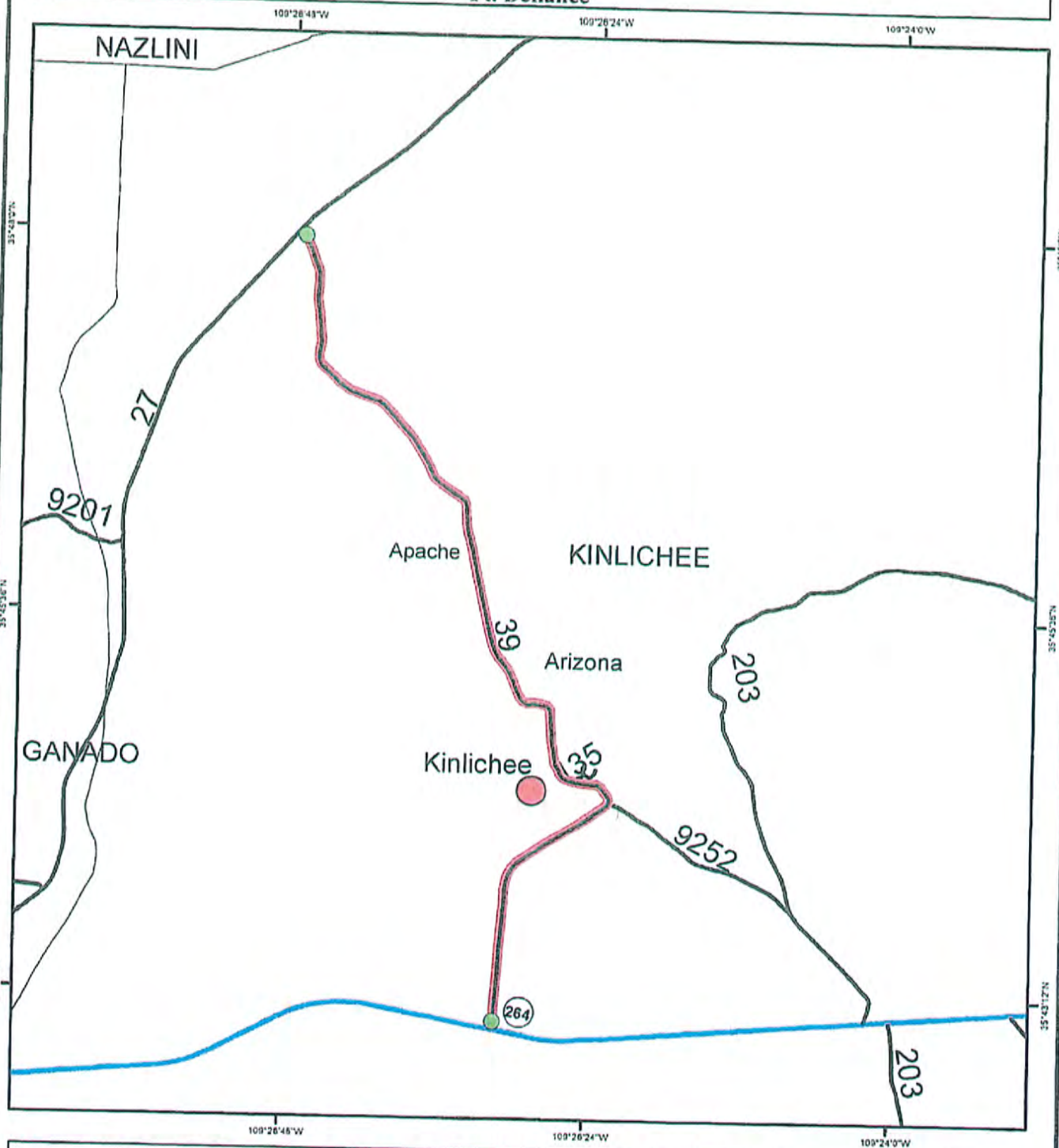
See Attached; *N39_StripMap_121021.pdf*

Project Manager

Wayne Williams, Civil Engineer
wwilliams@navajodot.org
505-371-8360



STRIP MAP
RtN0039
Ft. Defiance



Legend

Chapter House

Selected Rt

BIA Roads

Inventory Rt

US Hwy

State Hwy

Interstate Hwy

County Road

Chapter

County Bdry

States

Length of Route: 7.2 mi

Ownership: Tribe/BIA

Date: 02/14/2022



Apache County MOU 259

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 Subgrade 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

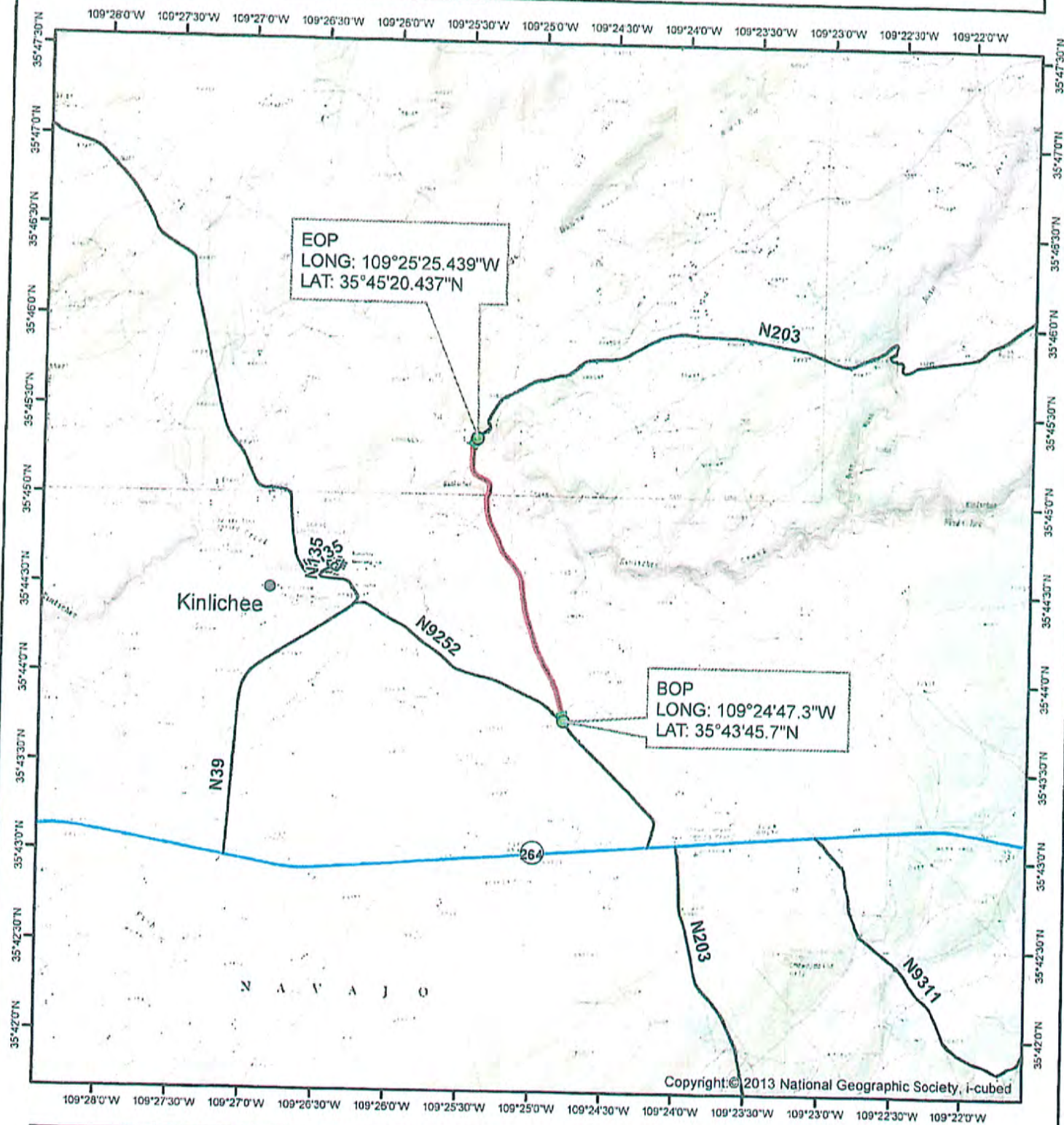
Max Bighorse, Senior Civil Engineer

mbidhorse@navajodot.org

505-371-8374

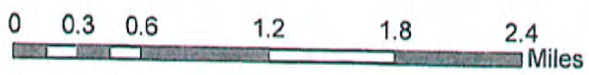


N203 - Kinlichee, AZ Ft. Defiance Agency



Copyright: © 2013 National Geographic Society, i-cubed

- 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**

(01/01/2019-01/01/20)

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

Jack Ingram, ACSO Dispatch

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 enter into a contract with Pragmatica for their Justice Web Interface system. This will provide an interface between the Superior and Justice Courts and the Sheriff's office to assist in ACIC/NCIC warrant maintenance.

BOS Meeting Date Requested June 7th, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Check if item does not require review

Finance Review: _____

Signature 

Check if item does not require review

Human Resources Review: _____

Signature _____

Check if item does not require review

Other Review: _____

Signature _____

Check if item does not require review

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



Pragmatica, LLC
1909 East Ray Road, Suite 9-148
Chandler, AZ 85225
Tel (888) 422-0522
info@pragmatica.us

Task Order and Scope of Work Specification JWI Hosting Agreement between Pragmatica, LLC and the Apache County Sheriff's Office

1. **Scope of Work:** Contractor shall furnish all labor, equipment, materials, operating software, services, permits, transportation, insurance, certifications, applicable taxes and all other items of expense required to provide and maintain a fully functioning Justice Web Interface ("JWI") computer system in accordance with the terms and conditions, scope of work/specifications contained in this document.
2. **Key Personnel:** The Contractor shall provide and maintain an adequate staff of experienced/trained personnel.
3. **Contractor Supplied Services:** Contractor provided services shall include:
 - 3.1. JWI computer system hosting and support;
 - 3.2. Implementation and configuration of JWI message switching services which preserve existing ACJIS access for internal Apache County Sheriff's Office ("Agency") applications, such as Computer-Aided Dispatch (CAD) and Records Management Systems (RMS);
 - 3.3. On-call operational problem resolution and assistance services for managed software through telephone, email and secure VPN remote access.
4. **JWI Hosting and Support:** Contractor shall:
 - 4.1. Provide internet browser-based access to JWI test and production environments using network infrastructure provided by Agency and the AZ Department of Public Safety (AZ DPS).
 - 4.2. Assist Agency technical staff in the provisioning of users and devices in the JWI application.
 - 4.3. Provide JWI training to Agency users and administrators.
 - 4.4. Provide 99.9% uptime of the JWI system and components that are managed by the Contractor as defined in the Service Level Agreement provided in Attachment VI of State Contract ADSP016-132426.
 - 4.5. Assist Agency technical staff in creation of security documentation required by AZ DPS Information Technology Bureau.
 - 4.6. Provide project management support for test and production JWI rollout. Project management support shall include regular status meetings, meeting minutes, and monthly status reports.
5. **On-call support and maintenance:** Contractor shall provide software support as described in Section 4.2.3 of State Contract ADSP016-132426.
6. **Problem Resolution Process:** Contractor shall:
 - 6.1. Be responsible for resolving all problems within the scope of work/specifications, terms and conditions of the contract during the contract term within the timeframes mutually agreed upon between the Contractor and designated Agency Information Technology personnel.
 - 6.2. Documented time spent correcting problems that are determined to be the result of Agency activities and not the result of code authored and made available by Contractor, shall be compensated at the rate specified in State Contract ADSP016-132426 multiplying the rate times the total hours spent by the Contractor to resolve the problem.
 - 6.3. Notwithstanding the above, both parties shall put forth their best efforts to reduce the number of times on-site support and problem resolution processes may be needed.
7. **Term of agreement**
 - 7.1. This agreement for this task order is for three years from the date of signature. This contract can be extended annually after the initial term up to the maximum term allowed by State Contract ADSP016-132426.



Pragmatica, LLC
1909 East Ray Road, Suite 9-148
Chandler, AZ 85225
Tel (888) 422-0522
info@pragmatica.us

8. Price and Payment

- 8.1. Contractor is being hired on an annual basis to perform maintenance services as defined by this Agreement. The annual cost for these services is Nine Thousand Five Hundred Dollars (\$9,500.00) billable in advance for the twelve (12) month period.
- 8.2. Invoices for any out-of-scope services will be submitted at the close of each month for which out of scope services are incurred. Vendor shall maintain monthly records of tasks performed, which will be submitted to Agency as requested. All work schedules will be considered reasonably accurate estimates, subject to revision if successfully challenged by Agency. Paid at the rate specified in State Contract ADSP016-132426.
- 8.3. Each milestone will be billed after acceptance criteria has been met.
- 8.4. Billing terms are Net 30.

9. Schedule and Milestones

9.1. JWI Test Rollout

- 9.1.1. Payment Criteria: Successful demonstration of the JWI application and JWI message switching services for test Agency applications over the Agency internal network using the JWI test system hosted at AZ DPS.
- 9.1.2. Amount: \$9,500.00
- 9.1.3. Estimated Completion: Within 12 calendar weeks of project schedule acceptance.

9.2. JWI Production Rollout

- 9.2.1. Payment Criteria: Successful demonstration of the JWI application and JWI message switching services for Agency applications over the Agency internal network using the JWI production system hosted at AZ DPS.

9.3. Maintenance

- 9.3.1. Payment Criteria: This can be invoiced 1 year after the JWI Test Rollout and annually thereafter. Annual maintenance pricing is calculated using the current number of sworn officers for Agency (25).
- 9.3.2. Amount: \$9,500.00 annually. First payment may be prorated to align with State fiscal year.

10. Supporting Part Numbers (ADSP016-132426)

<i>Part #</i>	<i>Description</i>	<i>Price</i>
PRG-JHR0001	JWI Annual Subscription: Basic 25	\$9,500.00

11. Authorizations

Contractor Authorized Signature

Contractor Printed Name

Date

Beth Sobotka

Agency Authorized Signature

Agency Printed Name

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney's Office

Date/Signature: 5/26/2022



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

County Attorney: Discussion and possible approval to convert an Attorney III position (Range 71) into an Assistant Chief Deputy position (Range 78). These amounts have been budgeted for FY23.

BOS Meeting Date Requested: June 6, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



ASSISTANT CHIEF DEPUTY COUNTY ATTORNEY COUNTY ATTORNEY'S OFFICE

Effective Date:	06/07/2022
Salary Range:	78
Minimum Salary:	\$96,414
Midpoint Salary:	\$119,478
Maximum Salary:	\$142,542

NATURE OF WORK:

In addition to duties as a criminal prosecutor and civil advisor, is second in responsibility to the Chief Deputy County Attorney and assumes all duties and responsibilities of the Chief Deputy in the Chief Deputy's absence.

CRIMINAL PROSECUTION ESSENTIAL JOB TASKS:

Research and analyze legal issues. Review all evidence in a case and make sound and ethical charging decisions. Prepare petitions, complaints, indictments, and informations. Compose memoranda and pleadings regarding legal issues of concern. Interview witnesses regarding facts as needed. Negotiate settlement agreements in prosecution of cases. Work closely with Victims of crime to ensure that their rights are upheld. Maintain a prosecution caseload while fulfilling other job duties. Discuss and present analysis of legal issues. Coordinate closely with office staff to facilitate accomplishment of the aims of criminal prosecution, including justice, professionalism, and efficiency. Other duties as assigned and deemed necessary by the Chief Deputy or the County Attorney.

CIVIL PROSECUTION ESSENTIAL JOB TASKS:

Duties may include all or some of the following: working with various Apache County Departments, school districts, and special tax districts to advise, assist, and reduce liability exposure arising out of employment practices; assisting in the development and refinement of various County-wide personnel policies and procedures that reduce or mitigate losses or damages to the County and defending employment actions, claims, and suits against the County or seeing that such cases are referred to appropriate legal counsel; providing advice and/or written legal opinions for the County Manager and Board of Supervisors; research and analyze legal issues; compose memoranda and pleading regarding legal issues of concern as needed in assigned cases; question witnesses in deposition and courtroom settings; organizes large volumes of documentary material; investigates and evaluates liability claims and lawsuits; negotiates settlement of cases as needed. Other duties as assigned and deemed necessary by the Chief Deputy or the County Attorney.

QUALIFICATIONS / EXPERIENCE / CERTIFICATION / LICENSE REQUIRED :

A. Knowledge, Skills and Abilities:

Strong background in and knowledge of the principles and practices of criminal prosecution in a county attorney's office, management, administration, and personnel. Strong research, writing, and oral advocacy skills.

B. Education or Equivalency:

Minimum education requirement is a Juris Doctor degree.

C. Experience:

Preference will be given to those with a strong experiential history in both criminal and civil prosecution. Additional preference may also be given to applicants with litigation experience in criminal prosecution.

D. Certification / Licenses:

Must be a member of the Arizona Bar Association in good standing.

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

date/time stamp

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

County Attorney's Office

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 contract with Prosecutor by Karpel for the updated case management system.

BOS Meeting Date Requested June 7, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300•

Apache County AZ

HOSTEDbyKarpel Agreement

For

PROSECUTOR	by KARPEL
-------------------	------------------

A Hosted Solution

TABLE OF CONTENTS

1.	DEFINITIONS	3
2.	FEES AND TERMS	4
3.	SERVICE LEVEL COMMITMENT	5
4.	CUSTOMER OBLIGATIONS	5
5.	CONFIDENTIALITY	6
6.	OWNERSHIP OF INTELLECTUAL PROPERTY	7
7.	WARRANTY	7
8.	LIMITATION OF LIABILITY	8
9.	INDEMNIFICATION	8
10.	TERMINATION	9
11.	MARKETING.....	10
12.	GENERAL PROVISIONS	10
13.	ENTIRE AGREEMENT	12

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Apache County, a political subdivision of the State of AZ (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel.

- i. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet based hosting of the Client's licensed copy of PbK through the Website.
- j. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- k. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- l. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service

2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$100 per year for each user that has access to the Software through the Service and Website. A total of 14 users of Client are authorized access to the Service under this Agreement and the aggregate space for all users and all information hosted by the Service is limited to two terabytes (2TB) of storage. Additional users can be added at any time by Client at a rate of \$100 per year. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$1000 per 1TB / per month with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

Annual Hosting fee: \$1400.00
Migration Fee- \$1000.00 Waived

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.
- c. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

3. SERVICE LEVEL COMMITMENT

- a. **UPTIME.** Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

4. CUSTOMER OBLIGATIONS

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website,

including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

5. CONFIDENTIALITY

CONFIDENTIALITY. Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
- c. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance,

criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

- d. REQUESTS BY OUTSIDE AGENCIES. Karpel Solutions agrees not to disclose any information, directly or indirectly, to any third parties. This includes parties seeking to compile statistics or other investigative or analytical reports on law enforcement or prosecution activities.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. KARPEL SOLUTIONS OWNERSHIP. Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. CLIENT OWNERSHIP. Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement. Karpel Solutions agrees that in the event this agreement is terminated, Karpel Solutions will work with Client to transfer all documents in Karpel Solution's system back to Client.

7. WARRANTY

- a. LIMITED WARRANTY. Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. INTERNET. Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. SYSTEM REQUIREMENTS. Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.

- d. **WARRANT LIMITATION.** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
- e. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

8. LIMITATION OF LIABILITY

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

9. INDEMNIFICATION

- a. **CLIENT'S INDEMNIFICATION.** Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including

reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

- b. KARPEL SOLUTIONS' INDEMNIFICATION. Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third party Intellectual Property or other right by the license and/or use of the Software.

- c. NOTIFICATION. The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

10. TERMINATION

- a. TERMINATION. Client may terminate this Agreement thirty (30) business days after it is has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed

to perform under, or materially breaches, this Agreement and of the Client's intent to terminate the Agreement. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

11. MARKETING

Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Karpel Solutions may use any non-Confidential Information; such as aggregate statistical information as part of Karpel Solutions overall statistics for marketing or promotional efforts.

12. GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.

- c. **FORCE MAJEURE.** Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
- d. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
- e. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

- f. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement is to be construed and governed by the laws of the United States and the State of AZ, without regard to conflict of laws provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Apache AZ, and Client expressly waives any and all objections regarding jurisdiction and forum non conveniens. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

13. ENTIRE AGREEMENT

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

APACHE COUNTY AZ

Name

Title

Date

KARPEL SOLUTIONS

Name

Title

Date

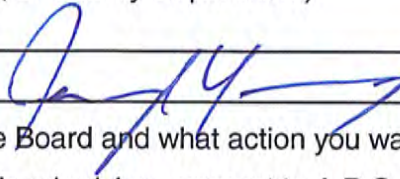
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Attorney's Office

Date/Signature: 5/19/2022



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

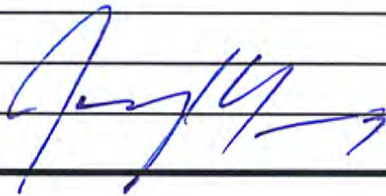
Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3), discussion and possible approval of a Tax Appeal Settlement Recommendation in regards to Parcel Number 203-39-059T as part of a settlement agreement with Leon Revocable Living Trust, Et Al. in regards to Case ST2020-000681.

BOS Meeting Date Requested June 7, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

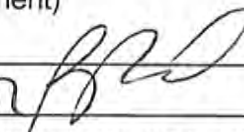
Board Clerk's Initials

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

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

County Manager _____

Date/Signature: _____

5/26/22 

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

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

BOS Meeting Date Requested June 7, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____