



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

May 3, 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 LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
May 3, 2022**

1. Discussion and possible 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.
2. Discussion and possible approval to eliminate the position of Network Administrator I (Range 54) and create the position of Network Administrator III (Range 62).
3. Discussion and possible approval to create the position of Assistant Library Director (Range 56) and hire within the salary range.
4. Discussion and possible approval to hire a Library Director (Range 58), within the salary range.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
May 3, 2022**

1. Discussion and possible approval to eliminate two (2) Public Health Nurse RN positions (Range 56) and create one (1) Nurse Coordinator RN position (Range 58).

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
May 3, 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 April 5, 2022 and May 3, 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 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.
2. 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; four (4) ayes, two (2) nays, one (1) no vote.
 3. 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; five (5) ayes, one (1) abstention, one (1) no vote.

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

- The Eastern Arizona Counties Organization meeting on 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.

5. 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.

6. Work session regarding the Apache County Redistricting boundaries.

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 28th day of April 2022 @ 3:00 p.m. by 



Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

DATE/TIME STAMP

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

Library District, Dolly Patterson

Date/Signature: 4/22/2022

Dolly Patterson

Discussion and possible 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.

BOS Meeting Date Requested: May 3, 2022

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

[Signature]

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Pros and cons for accepting donation from Salt River Project

Agenda item as written:

Discussion and possible 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.

Pros

- The donation will benefit the children visiting our 7 libraries by helping with children's programming and/or purchase of additional materials for our juvenile collections.
- The Library District is already in possession of the check.

Cons

- We can see no cons in accepting these donations.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District

Date/Signature: _____

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

County Manager: Request authorization to eliminate the position of Network Administrator I (Range 54) and create the position of Network Administrator III (Range 62).

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 Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District

Date/Signature: _____



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

County Manager: Request authorization to create the position of Assistant Library Director (Range 56) and hire within the salary range.

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 _____



ASSISTANT LIBRARY DIRECTOR LIBRARY DISTRICT

Effective Date:	05/02/2022
Salary Range:	56
Minimum Salary:	\$57,747
Midpoint Salary:	\$71,145
Maximum Salary:	\$84,541

NATURE OF WORK:

Under minimal supervision is responsible for work of considerable difficulty in the administration and development of public library programs, staff development, strategic planning, and other projects as assigned by the Library Director.

TYPICAL DUTIES:

Assists with planning, organizing, directing, and coordinating all activities of the library district. Establishes priorities, coordinates, and implements short and long range planning, interprets policies, and addresses problems and complaints that cannot be resolved at a lower level. Supervises the preparation of reports and collection of data. Assists with preparation of annual statistical reports. Maintains proper records.

Supervises entire staff of library district either directly or indirectly, including the employment, retention, promotion, transfer, and termination of library personnel consistent with approved personnel policies, rules and regulations. Assures proper training for staff, defines staff responsibilities, establishes lines of authority and delegates work to library staff. Ensures the fair evaluation of all personnel. Responsible for assisting with budgeting and purchasing functions of the district.

Consults with staff to develop and implement programs, procedures, and technologies to improve public and technical services. Evaluates the effectiveness of library collections and services in relation to the communities' changing needs. Assures that staff is responsive to the needs of the public, and serves the public in a courteous and professional manner.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of the administrative, managerial, and financial practices needed to direct a multi-branch library system. Good analytical and organizational skills. Familiar with grant-writing and the administration of grant funded programs. Good communication skills. Basic accounting skills, ability to adhere to written policies and procedures, self-motivated, able to work independently, comfortable with public speaking, and able to administer budgets. Ability to work effectively with County Manager, County Departments, Library District Board, staff and public. Knowledge of applicable federal and state law.

MINIMUM QUALIFICATIONS:

Bachelor's Degree in related field as well as five (5) years of related work experience; OR an equivalent combination of training, education, and/or experience that demonstrates the ability which provides the desired knowledge, skills, and abilities.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: Library District

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

County Manager: Request authorization to hire a Library Director (Range 68) within the salary range.

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 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:

Health Department: Request authorization to eliminate two (2) Public Health Nurse RN positions (Range 56), and create one Nurse Coordinator RN position (Range 58).

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 _____



**NURSE COORDINATOR RN
PUBLIC HEALTH CLINICAL SERVICES
PUBLIC HEALTH DEPARTMENT**

Effective Date:	05/03/2022
Salary Range:	58
Minimum Salary:	\$60,460
Midpoint Salary:	\$74,536
Maximum Salary:	\$88,610

NATURE OF WORK:

Under general supervision oversees all clinical services provided in the Public Health Clinics and ensures compliance with all applicable laws, statutes, contracts and grant funded programs. The Nurse Coordinator is responsible for drafting, implementing, and training clinical staff (nursing and administrative) on policies and procedures. Works with the Epidemiology Coordinator in the investigation of reportable diseases as needed. As a medical professional, the Nurse Coordinator will consult with the Health Director and Assistant Health Director on matters of public health significance and will assist in response efforts of public health emergencies and all other duties as assigned.

TYPICAL DUTIES:

- General supervision of clinical operations to ensure compliance
- Serving as a liaison between the Arizona Department of Health Services and Apache County
- Oversight of all clinical grant funded programs to ensure contract requirements are met, reports are submitted in a timely manner, and funds are expended appropriately, in full annually
- Advocating for the public health needs of the county
- Attending trainings and continuing education courses
- Conducting trainings/presentations
- Participate in conference calls required by contracts
- Administer immunization and family planning clinics
- Case management
- Community outreach/education
- Creating/organizing volunteer opportunities
- Networking with community providers, peer entities, and state agencies
- Working with I.H.S. to provide public health services throughout Apache County
- Assisting in strategic planning efforts
- Assisting in the development of public health emergency plans
- Assisting in disease reporting investigations and contact tracing
- Representing Apache County at collaborative events and meetings
- Fulfilling nursing functions as required by various contracts
- Management of nursing staff

MINIMUM QUALIFICATIONS:

Must possess a current registered nurse license in good standing and a Bachelor of Science in Nursing, a minimum of 5 years nursing experience, 2 years of which should be in the public health setting. Must possess and maintain a valid Arizona Driver's license and be able to obtain an Arizona Department of Public Safety Level I fingerprint clearance card.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: SL CAL 4/25/22

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 April 5, 2022 and May 3, 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 5/3/22

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	1104394	03/29/2022	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	355.93
NBAZ - Warrant Clearing Account	Check	1104395	03/29/2022	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	152,401.50
NBAZ - Warrant Clearing Account	Check	1104396	03/29/2022	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1104397	03/29/2022	Accounts Payable	AZ STATE RETIREMENT SYSTEM	126,772.57
NBAZ - Warrant Clearing Account	Check	1104398	03/29/2022	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1104399	03/29/2022	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1104400	03/29/2022	Accounts Payable	CORP DISABILITY	187.32
NBAZ - Warrant Clearing Account	Check	1104401	03/29/2022	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,577.67
NBAZ - Warrant Clearing Account	Check	1104402	03/29/2022	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,600.02
NBAZ - Warrant Clearing Account	Check	1104403	03/29/2022	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1104404	03/29/2022	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1104405	03/29/2022	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1104406	03/29/2022	Accounts Payable	NATIONWIDE	2,483.32
NBAZ - Warrant Clearing Account	Check	1104407	03/29/2022	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1104408	03/29/2022	Accounts Payable	NATIONWIDE TRUST FSB	3,782.95
NBAZ - Warrant Clearing Account	Check	1104409	03/29/2022	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1104410	03/29/2022	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,046.04
NBAZ - Warrant Clearing Account	Check	1104411	03/30/2022	Accounts Payable	24 HOUR GAS-N-GO	14.06
NBAZ - Warrant Clearing Account	Check	1104412	03/30/2022	Accounts Payable	AA BEDLINERS & MOORE	500.00
NBAZ - Warrant Clearing Account	Check	1104413	03/30/2022	Accounts Payable	AA GRAPEVINE	99.94
NBAZ - Warrant Clearing Account	Check	1104414	03/30/2022	Accounts Payable	AIR-A-ZONA FLAG CO INC	1,478.30
NBAZ - Warrant Clearing Account	Check	1104415	03/30/2022	Accounts Payable	ALLEGRA	355.35
NBAZ - Warrant Clearing Account	Check	1104416	03/30/2022	Accounts Payable	ALSCO INC	415.84
NBAZ - Warrant Clearing Account	Check	1104417	03/30/2022	Accounts Payable	AMAZON CAPITAL SERVICES INC	9,331.01
NBAZ - Warrant Clearing Account	Check	1104418	03/30/2022	Accounts Payable	AMAZON COM INC (Health & Library)	1,590.69
NBAZ - Warrant Clearing Account	Check	1104419	03/30/2022	Accounts Payable	AMERIGAS - GALLUP	956.50
NBAZ - Warrant Clearing Account	Check	1104420	03/30/2022	Accounts Payable	APACHE COUNTY	34.79
NBAZ - Warrant Clearing Account	Check	1104421	03/30/2022	Accounts Payable	APACHE COUNTY SCHOOLS CONSORTIUM	2,400.00
NBAZ - Warrant Clearing Account	Check	1104422	03/30/2022	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	140.00
NBAZ - Warrant Clearing Account	Check	1104423	03/30/2022	Accounts Payable	ASPEN TIRE & OIL	145.02
NBAZ - Warrant Clearing Account	Check	1104424	03/30/2022	Accounts Payable	AZLGEBT	11,760.00
NBAZ - Warrant Clearing Account	Check	1104425	03/30/2022	Accounts Payable	BASHAS' CORPORATE OFFICE	222.76
NBAZ - Warrant Clearing Account	Check	1104426	03/30/2022	Accounts Payable	BAUMAN HOME AND AUTO INC	1,102.02
NBAZ - Warrant Clearing Account	Check	1104427	03/30/2022	Accounts Payable	BERNICE BEGAY	22.00
NBAZ - Warrant Clearing Account	Check	1104428	03/30/2022	Accounts Payable	MARLEITA BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1104429	03/30/2022	Accounts Payable	SARAH MAE BEGAY	75.00
NBAZ - Warrant Clearing Account	Check	1104430	03/30/2022	Accounts Payable	SANDRA L BLANSETT	300.00
NBAZ - Warrant Clearing Account	Check	1104431	03/30/2022	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,936.33
NBAZ - Warrant Clearing Account	Check	1104432	03/30/2022	Accounts Payable	BETH BOND	300.00
NBAZ - Warrant Clearing Account	Check	1104433	03/30/2022	Accounts Payable	BRAD HALL & ASSOCIATES INC	77,043.71
NBAZ - Warrant Clearing Account	Check	1104434	03/30/2022	Accounts Payable	BULWARK EXTERMINATING LLC	919.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104435	03/30/2022	Accounts Payable	BURNHAM MORTUARY	414.41
NBAZ - Warrant Clearing Account	Check	1104436	03/30/2022	Accounts Payable	STEPHANIE R CALABAZA	327.11
NBAZ - Warrant Clearing Account	Check	1104437	03/30/2022	Accounts Payable	JERMAINE CARLSON	68.00
NBAZ - Warrant Clearing Account	Check	1104438	03/30/2022	Accounts Payable	CDW GOVERNMENT LLC	1,762.71
NBAZ - Warrant Clearing Account	Check	1104439	03/30/2022	Accounts Payable	CEDAR GROVE WATER CO	339.82
NBAZ - Warrant Clearing Account	Check	1104440	03/30/2022	Accounts Payable	CELLULAR ONE NE AZ	626.28
NBAZ - Warrant Clearing Account	Check	1104441	03/30/2022	Accounts Payable	CONDITIONED RESPONSE TRAINING	1,350.00
NBAZ - Warrant Clearing Account	Check	1104442	03/30/2022	Accounts Payable	CORDANT HEALTH SOLUTIONS	890.19
NBAZ - Warrant Clearing Account	Check	1104443	03/30/2022	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	178.75
NBAZ - Warrant Clearing Account	Check	1104444	03/30/2022	Accounts Payable	TROY D CZARNYSZKA	165.00
NBAZ - Warrant Clearing Account	Check	1104445	03/30/2022	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	214.25
NBAZ - Warrant Clearing Account	Check	1104446	03/30/2022	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
NBAZ - Warrant Clearing Account	Check	1104447	03/30/2022	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	217.11
NBAZ - Warrant Clearing Account	Check	1104448	03/30/2022	Accounts Payable	DEMCO	264.61
NBAZ - Warrant Clearing Account	Check	1104449	03/30/2022	Accounts Payable	DIRECTV LLC	89.98
NBAZ - Warrant Clearing Account	Check	1104450	03/30/2022	Accounts Payable	DISH NETWORK	75.22
NBAZ - Warrant Clearing Account	Check	1104451	03/30/2022	Accounts Payable	DISH NETWORK	145.52
NBAZ - Warrant Clearing Account	Check	1104452	03/30/2022	Accounts Payable	EMPIRE MACHINERY	19,959.20
NBAZ - Warrant Clearing Account	Check	1104453	03/30/2022	Accounts Payable	ESRI INC	12,122.11
NBAZ - Warrant Clearing Account	Check	1104454	03/30/2022	Accounts Payable	FLEET PRIDE	42.18
NBAZ - Warrant Clearing Account	Check	1104455	03/30/2022	Accounts Payable	FRONTIER	205.63
NBAZ - Warrant Clearing Account	Check	1104456	03/30/2022	Accounts Payable	FRONTIER	104.28
NBAZ - Warrant Clearing Account	Check	1104457	03/30/2022	Accounts Payable	FRONTIER	101.41
NBAZ - Warrant Clearing Account	Check	1104458	03/30/2022	Accounts Payable	FRONTIER	402.11
NBAZ - Warrant Clearing Account	Check	1104459	03/30/2022	Accounts Payable	FRONTIER	178.55
NBAZ - Warrant Clearing Account	Check	1104460	03/30/2022	Accounts Payable	FRONTIER	203.93
NBAZ - Warrant Clearing Account	Check	1104461	03/30/2022	Accounts Payable	FRONTIER	391.68
NBAZ - Warrant Clearing Account	Check	1104462	03/30/2022	Accounts Payable	FRONTIER	253.28
NBAZ - Warrant Clearing Account	Check	1104463	03/30/2022	Accounts Payable	FRONTIER	142.73
NBAZ - Warrant Clearing Account	Check	1104464	03/30/2022	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1104465	03/30/2022	Accounts Payable	GALLUP BLUEPRINT	965.25
NBAZ - Warrant Clearing Account	Check	1104466	03/30/2022	Accounts Payable	GALLUP LUMBER & SUPPLY	1,887.78
NBAZ - Warrant Clearing Account	Check	1104467	03/30/2022	Accounts Payable	RUBEN C GARCIA JR.	300.00
NBAZ - Warrant Clearing Account	Check	1104468	03/30/2022	Accounts Payable	DARYL GREER	413.32
NBAZ - Warrant Clearing Account	Check	1104469	03/30/2022	Accounts Payable	GREEN COMMUNITY FACILITIES	863.84
NBAZ - Warrant Clearing Account	Check	1104470	03/30/2022	Accounts Payable	HAMBLIN & ASSOCIATES LLC	3,400.00
NBAZ - Warrant Clearing Account	Check	1104471	03/30/2022	Accounts Payable	HEALTH EQUITY INC	168.55
NBAZ - Warrant Clearing Account	Check	1104472	03/30/2022	Accounts Payable	KLINT HEAP	280.01
NBAZ - Warrant Clearing Account	Check	1104473	03/30/2022	Accounts Payable	HIGH COUNTRY PROPANE	486.31
NBAZ - Warrant Clearing Account	Check	1104474	03/30/2022	Accounts Payable	PATRICIA HILL	34.16
NBAZ - Warrant Clearing Account	Check	1104475	03/30/2022	Accounts Payable	HILL AZ GROCERY STORE	167.89

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104476	03/30/2022	Accounts Payable	HOME DEPOT	1,760.46
NBAZ - Warrant Clearing Account	Check	1104477	03/30/2022	Accounts Payable	HOMETOWN AUTO DETAILING	25.00
NBAZ - Warrant Clearing Account	Check	1104478	03/30/2022	Accounts Payable	ANNELL R HOUNSHELL	300.00
NBAZ - Warrant Clearing Account	Check	1104479	03/30/2022	Accounts Payable	BRIAN HOUNSHELL	153.72
NBAZ - Warrant Clearing Account	Check	1104480	03/30/2022	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	1,953.03
NBAZ - Warrant Clearing Account	Check	1104481	03/30/2022	Accounts Payable	LELAND C JAMES	22.00
NBAZ - Warrant Clearing Account	Check	1104482	03/30/2022	Accounts Payable	JASON JOE	86.00
NBAZ - Warrant Clearing Account	Check	1104483	03/30/2022	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	388.91
NBAZ - Warrant Clearing Account	Check	1104484	03/30/2022	Accounts Payable	JONES OUTDOOR ADVERTISING INC	225.00
NBAZ - Warrant Clearing Account	Check	1104485	03/30/2022	Accounts Payable	CALVIN KIRK	22.00
NBAZ - Warrant Clearing Account	Check	1104486	03/30/2022	Accounts Payable	TOMMY KIRK	205.24
NBAZ - Warrant Clearing Account	Check	1104487	03/30/2022	Accounts Payable	STEPHEN W KIZER	52.69
NBAZ - Warrant Clearing Account	Check	1104488	03/30/2022	Accounts Payable	KONICA MINOLTA	89.89
NBAZ - Warrant Clearing Account	Check	1104489	03/30/2022	Accounts Payable	JAYMIE LYNN LEWIS-SMITH	6.10
NBAZ - Warrant Clearing Account	Check	1104490	03/30/2022	Accounts Payable	LOWES COMPANIES INC	393.23
NBAZ - Warrant Clearing Account	Check	1104491	03/30/2022	Accounts Payable	MASS TRANSCRIPTIONS	51.00
NBAZ - Warrant Clearing Account	Check	1104492	03/30/2022	Accounts Payable	DEENA CHRISTINE MATTICE	300.00
NBAZ - Warrant Clearing Account	Check	1104493	03/30/2022	Accounts Payable	CHRIS MCCARTHY	300.00
NBAZ - Warrant Clearing Account	Check	1104494	03/30/2022	Accounts Payable	GARRETT E MEGO	86.00
NBAZ - Warrant Clearing Account	Check	1104495	03/30/2022	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	573.40
NBAZ - Warrant Clearing Account	Check	1104496	03/30/2022	Accounts Payable	DIANA M MORGAN	300.00
NBAZ - Warrant Clearing Account	Check	1104497	03/30/2022	Accounts Payable	MOUNTAIN MIST CARWASH LLC	10.00
NBAZ - Warrant Clearing Account	Check	1104498	03/30/2022	Accounts Payable	NAPA	389.29
NBAZ - Warrant Clearing Account	Check	1104499	03/30/2022	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	1,695.00
NBAZ - Warrant Clearing Account	Check	1104500	03/30/2022	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	299.22
NBAZ - Warrant Clearing Account	Check	1104501	03/30/2022	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	73.14
NBAZ - Warrant Clearing Account	Check	1104502	03/30/2022	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,530.38
NBAZ - Warrant Clearing Account	Check	1104503	03/30/2022	Accounts Payable	NAVAJO WESTERNERS	58.17
NBAZ - Warrant Clearing Account	Check	1104504	03/30/2022	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	4,850.89
NBAZ - Warrant Clearing Account	Check	1104505	03/30/2022	Accounts Payable	NEWMAN SIGNS INC	29,707.22
NBAZ - Warrant Clearing Account	Check	1104506	03/30/2022	Accounts Payable	FLORA NEZ	22.00
NBAZ - Warrant Clearing Account	Check	1104507	03/30/2022	Accounts Payable	NICOLL CONSTRUCTION LLC	10,048.69
NBAZ - Warrant Clearing Account	Check	1104508	03/30/2022	Accounts Payable	OFFICE DEPOT	120.09
NBAZ - Warrant Clearing Account	Check	1104509	03/30/2022	Accounts Payable	OVERDRIVE INC	619.99
NBAZ - Warrant Clearing Account	Check	1104510	03/30/2022	Accounts Payable	BRIAN K PARACK (HIGH COUNTRY AWARDS)	77.69
NBAZ - Warrant Clearing Account	Check	1104511	03/30/2022	Accounts Payable	RYAN N PATTERSON	300.00
NBAZ - Warrant Clearing Account	Check	1104512	03/30/2022	Accounts Payable	RYAN N PATTERSON	185.47
NBAZ - Warrant Clearing Account	Check	1104513	03/30/2022	Accounts Payable	RYAN N PATTERSON	306.04
NBAZ - Warrant Clearing Account	Check	1104514	03/30/2022	Accounts Payable	RYAN N PATTERSON	172.55
NBAZ - Warrant Clearing Account	Check	1104515	03/30/2022	Accounts Payable	PERFECT PRINTZ LLC	1,083.94
NBAZ - Warrant Clearing Account	Check	1104516	03/30/2022	Accounts Payable	PINAL COUNTY ARIZONA	9,716.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104517	03/30/2022	Accounts Payable	PITNEY BOWES	825.80
NBAZ - Warrant Clearing Account	Check	1104518	03/30/2022	Accounts Payable	RANDOLPH PLATT DDS	518.00
NBAZ - Warrant Clearing Account	Check	1104519	03/30/2022	Accounts Payable	PREMIUM PROPANE LLC	3,046.28
NBAZ - Warrant Clearing Account	Check	1104520	03/30/2022	Accounts Payable	PROFORCE LAW ENFORCEMENT	708.11
NBAZ - Warrant Clearing Account	Check	1104521	03/30/2022	Accounts Payable	QUILL CORP	5,770.41
NBAZ - Warrant Clearing Account	Check	1104522	03/30/2022	Accounts Payable	NANCY QUINN	34.36
NBAZ - Warrant Clearing Account	Check	1104523	03/30/2022	Accounts Payable	PRESTON MAURICE RABAN	242.20
NBAZ - Warrant Clearing Account	Check	1104524	03/30/2022	Accounts Payable	RHINEHART OIL CO	36,821.78
NBAZ - Warrant Clearing Account	Check	1104525	03/30/2022	Accounts Payable	KODY RICHARDSON	140.00
NBAZ - Warrant Clearing Account	Check	1104526	03/30/2022	Accounts Payable	RITE OF PASSAGE INC	5,376.00
NBAZ - Warrant Clearing Account	Check	1104527	03/30/2022	Accounts Payable	SCOTT J ROGERS	231.25
NBAZ - Warrant Clearing Account	Check	1104528	03/30/2022	Accounts Payable	ALEXANDRA NICOLA A RUPP	300.00
NBAZ - Warrant Clearing Account	Check	1104529	03/30/2022	Accounts Payable	RUSH TRUCK CENTER	1,125.40
NBAZ - Warrant Clearing Account	Check	1104530	03/30/2022	Accounts Payable	S&P GLOBAL RATINGS	20,500.00
NBAZ - Warrant Clearing Account	Check	1104531	03/30/2022	Accounts Payable	SAFE KIDS WORLDWIDE	95.00
NBAZ - Warrant Clearing Account	Check	1104532	03/30/2022	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
NBAZ - Warrant Clearing Account	Check	1104533	03/30/2022	Accounts Payable	PATRICK J SANDOVAL	584.44
NBAZ - Warrant Clearing Account	Check	1104534	03/30/2022	Accounts Payable	SECURUS TECHNOLOGIES INC	993.54
NBAZ - Warrant Clearing Account	Check	1104535	03/30/2022	Accounts Payable	ANALEASE SEGOVIA	300.00
NBAZ - Warrant Clearing Account	Check	1104536	03/30/2022	Accounts Payable	ALTON JOE SHEPHERD	1,253.26
NBAZ - Warrant Clearing Account	Check	1104537	03/30/2022	Accounts Payable	LANNY B SHERRILL	225.00
NBAZ - Warrant Clearing Account	Check	1104538	03/30/2022	Accounts Payable	SHERWIN-WILLIAMS	415.18
NBAZ - Warrant Clearing Account	Check	1104539	03/30/2022	Accounts Payable	JOE SHIRLEY JR	300.00
NBAZ - Warrant Clearing Account	Check	1104540	03/30/2022	Accounts Payable	SIERRA PROPANE	2,893.78
NBAZ - Warrant Clearing Account	Check	1104541	03/30/2022	Accounts Payable	SPARKLETT'S WATER	47.75
NBAZ - Warrant Clearing Account	Check	1104542	03/30/2022	Accounts Payable	ST JOHNS CITY	142.81
NBAZ - Warrant Clearing Account	Check	1104543	03/30/2022	Accounts Payable	CHERYL STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1104544	03/30/2022	Accounts Payable	REED D STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1104545	03/30/2022	Accounts Payable	TEEC NOS POS TRADING CO	1,158.35
NBAZ - Warrant Clearing Account	Check	1104546	03/30/2022	Accounts Payable	THE POUR STATION	80.00
NBAZ - Warrant Clearing Account	Check	1104547	03/30/2022	Accounts Payable	JEREL THOMAS	369.00
NBAZ - Warrant Clearing Account	Check	1104548	03/30/2022	Accounts Payable	THOMSON REUTERS WEST	234.57
NBAZ - Warrant Clearing Account	Check	1104549	03/30/2022	Accounts Payable	TITUS CONSULTING LLC (TRAVIS SIMSHAUSER)	2,424.52
NBAZ - Warrant Clearing Account	Check	1104550	03/30/2022	Accounts Payable	TOM'S CAMPERLAND	3,769.72
NBAZ - Warrant Clearing Account	Check	1104551	03/30/2022	Accounts Payable	TOWN OF FAGAR	94.35
NBAZ - Warrant Clearing Account	Check	1104552	03/30/2022	Accounts Payable	TOWN OF SPRINGERVILLE	180.92
NBAZ - Warrant Clearing Account	Check	1104553	03/30/2022	Accounts Payable	TRIPLE R FUELS	135.36
NBAZ - Warrant Clearing Account	Check	1104554	03/30/2022	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,265.19
NBAZ - Warrant Clearing Account	Check	1104555	03/30/2022	Accounts Payable	THOMAS C TSO	74.00
NBAZ - Warrant Clearing Account	Check	1104556	03/30/2022	Accounts Payable	CRAIG TSOSIE	430.76
NBAZ - Warrant Clearing Account	Check	1104557	03/30/2022	Accounts Payable	TYLER TECHNOLOGIES INC	96,071.73

Bank Account	Type	Number	Payments Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104558	03/30/2022	Accounts Payable	ULINE INC	241.92
NBAZ - Warrant Clearing Account	Check	1104559	03/30/2022	Accounts Payable	UNIFIRST CORPORATION	144.68
NBAZ - Warrant Clearing Account	Check	1104560	03/30/2022	Accounts Payable	VALLEY AUTO PARTS	428.07
NBAZ - Warrant Clearing Account	Check	1104561	03/30/2022	Accounts Payable	VALLEY IMAGING SOLUTIONS	227.24
NBAZ - Warrant Clearing Account	Check	1104562	03/30/2022	Accounts Payable	VERIZON WIRELESS	4,634.25
NBAZ - Warrant Clearing Account	Check	1104563	03/30/2022	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	40.26
NBAZ - Warrant Clearing Account	Check	1104564	03/30/2022	Accounts Payable	DELANA WAITE	300.00
NBAZ - Warrant Clearing Account	Check	1104565	03/30/2022	Accounts Payable	DODEE WALLACE	225.00
NBAZ - Warrant Clearing Account	Check	1104566	03/30/2022	Accounts Payable	CHRISTINE WAUNEKA	22.00
NBAZ - Warrant Clearing Account	Check	1104567	03/30/2022	Accounts Payable	WESTERN DRUG COMPANY	78.07
NBAZ - Warrant Clearing Account	Check	1104568	03/30/2022	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	639.11
NBAZ - Warrant Clearing Account	Check	1104569	03/30/2022	Accounts Payable	GARRET LEE WHITTING	239.98
NBAZ - Warrant Clearing Account	Check	1104570	03/30/2022	Accounts Payable	MICHAEL B WHITTING	675.75
NBAZ - Warrant Clearing Account	Check	1104571	03/30/2022	Accounts Payable	JULIE R WILKINS	150.00
NBAZ - Warrant Clearing Account	Check	1104572	03/30/2022	Accounts Payable	WOODLAND BUILDING CENTER	429.70
NBAZ - Warrant Clearing Account	Check	1104573	03/30/2022	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	14,000.00
NBAZ - Warrant Clearing Account	Check	1104574	03/30/2022	Accounts Payable	JAY YELLOWHORSE	741.19
NBAZ - Warrant Clearing Account	Check	1104634	03/31/2022	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	4,595.89
NBAZ - Warrant Clearing Account	Check	1104635	03/31/2022	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1104636	03/31/2022	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	996.00
NBAZ - Warrant Clearing Account	Check	1104637	03/31/2022	Accounts Payable	SANTANDER BANK NA	66,455.01
NBAZ - Warrant Clearing Account	Check	1104639	04/05/2022	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	83.08
NBAZ - Warrant Clearing Account	Check	1104640	04/05/2022	Accounts Payable	4IMPRINT	406.59
NBAZ - Warrant Clearing Account	Check	1104641	04/05/2022	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	40,893.32
NBAZ - Warrant Clearing Account	Check	1104642	04/05/2022	Accounts Payable	ALSCO INC	41.39
NBAZ - Warrant Clearing Account	Check	1104643	04/05/2022	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,838.62
NBAZ - Warrant Clearing Account	Check	1104644	04/05/2022	Accounts Payable	AMIGO CHEVROLET	2,235.07
NBAZ - Warrant Clearing Account	Check	1104645	04/05/2022	Accounts Payable	APACHE COUNTY	29.67
NBAZ - Warrant Clearing Account	Check	1104646	04/05/2022	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	350.00
NBAZ - Warrant Clearing Account	Check	1104647	04/05/2022	Accounts Payable	ARIZONA ASSOCIATION OF DRUG COURT PROFESSIONALS	295.00
NBAZ - Warrant Clearing Account	Check	1104648	04/05/2022	Accounts Payable	ASHTONS REPAIR INC	1,243.58
NBAZ - Warrant Clearing Account	Check	1104649	04/05/2022	Accounts Payable	AT&T MOBILITY	135.79
NBAZ - Warrant Clearing Account	Check	1104650	04/05/2022	Accounts Payable	AZ COURTS ASSN	1,400.00
NBAZ - Warrant Clearing Account	Check	1104651	04/05/2022	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	2,037.56
NBAZ - Warrant Clearing Account	Check	1104652	04/05/2022	Accounts Payable	BAUMAN HOME AND AUTO INC	279.33
NBAZ - Warrant Clearing Account	Check	1104653	04/05/2022	Accounts Payable	BEACON FIRE AND SECURITY LLC	336.00
NBAZ - Warrant Clearing Account	Check	1104654	04/05/2022	Accounts Payable	BERNICE BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1104655	04/05/2022	Accounts Payable	DAWN MICHELLE BEUS	300.00
NBAZ - Warrant Clearing Account	Check	1104656	04/05/2022	Accounts Payable	BIG MIKES RENTAL SALES AND SERVICE	753.31
NBAZ - Warrant Clearing Account	Check	1104657	04/05/2022	Accounts Payable	JIMICA LYNN BIGMAN	300.00
NBAZ - Warrant Clearing Account	Check	1104658	04/05/2022	Accounts Payable	BETH BOND	113.49

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104659	04/05/2022	Accounts Payable	JARROD C BROOKS	300.00
NBAZ - Warrant Clearing Account	Check	1104660	04/05/2022	Accounts Payable	RHODA H BURNS	300.00
NBAZ - Warrant Clearing Account	Check	1104661	04/05/2022	Accounts Payable	ALANA MARIE CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1104662	04/05/2022	Accounts Payable	ELIZABETH A CASTILLO	47.86
NBAZ - Warrant Clearing Account	Check	1104663	04/05/2022	Accounts Payable	CDW GOVERNMENT LLC	5,770.31
NBAZ - Warrant Clearing Account	Check	1104664	04/05/2022	Accounts Payable	CELLULAR ONE NE AZ	367.20
NBAZ - Warrant Clearing Account	Check	1104665	04/05/2022	Accounts Payable	CH3 SOLUTIONS LLC	12,418.80
NBAZ - Warrant Clearing Account	Check	1104666	04/05/2022	Accounts Payable	MAE CLARK	13.14
NBAZ - Warrant Clearing Account	Check	1104667	04/05/2022	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	1,618.03
NBAZ - Warrant Clearing Account	Check	1104668	04/05/2022	Accounts Payable	CONTRACT PHARMACY SERVICES INC	2,747.38
NBAZ - Warrant Clearing Account	Check	1104669	04/05/2022	Accounts Payable	COREMR LC	370.00
NBAZ - Warrant Clearing Account	Check	1104670	04/05/2022	Accounts Payable	COUNTY MANAGERS ASSOCIATIONS OF ARIZONA	150.00
NBAZ - Warrant Clearing Account	Check	1104671	04/05/2022	Accounts Payable	COURTYARD BY MARIOTT WRIGLEVILLE WEST	345.10
NBAZ - Warrant Clearing Account	Check	1104672	04/05/2022	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	266.65
NBAZ - Warrant Clearing Account	Check	1104673	04/05/2022	Accounts Payable	JOSHUA T CURTIS	266.65
NBAZ - Warrant Clearing Account	Check	1104674	04/05/2022	Accounts Payable	ROGER STUART CURTIS	92.00
NBAZ - Warrant Clearing Account	Check	1104675	04/05/2022	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	513.56
NBAZ - Warrant Clearing Account	Check	1104676	04/05/2022	Accounts Payable	JOSEPH DEDMAN JR	96.98
NBAZ - Warrant Clearing Account	Check	1104677	04/05/2022	Accounts Payable	DEMCO	385.00
NBAZ - Warrant Clearing Account	Check	1104678	04/05/2022	Accounts Payable	DIRECTV LLC	577.93
NBAZ - Warrant Clearing Account	Check	1104679	04/05/2022	Accounts Payable	DISH NETWORK	86.99
NBAZ - Warrant Clearing Account	Check	1104680	04/05/2022	Accounts Payable	DISH NETWORK	113.98
NBAZ - Warrant Clearing Account	Check	1104681	04/05/2022	Accounts Payable	JERI L DRAIN	141.17
NBAZ - Warrant Clearing Account	Check	1104682	04/05/2022	Accounts Payable	EM HALE LAW	21.02
NBAZ - Warrant Clearing Account	Check	1104683	04/05/2022	Accounts Payable	EMPIRE MACHINERY	1,792.00
NBAZ - Warrant Clearing Account	Check	1104684	04/05/2022	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	638.44
NBAZ - Warrant Clearing Account	Check	1104685	04/05/2022	Accounts Payable	FRONTIER	88.25
NBAZ - Warrant Clearing Account	Check	1104686	04/05/2022	Accounts Payable	FRONTIER	169.71
NBAZ - Warrant Clearing Account	Check	1104687	04/05/2022	Accounts Payable	FRONTIER	22.00
NBAZ - Warrant Clearing Account	Check	1104688	04/05/2022	Accounts Payable	FRONTIER	332.20
NBAZ - Warrant Clearing Account	Check	1104689	04/05/2022	Accounts Payable	FRONTIER	73.87
NBAZ - Warrant Clearing Account	Check	1104690	04/05/2022	Accounts Payable	FRONTIER	112.41
NBAZ - Warrant Clearing Account	Check	1104691	04/05/2022	Accounts Payable	FRONTIER	214.72
NBAZ - Warrant Clearing Account	Check	1104692	04/05/2022	Accounts Payable	GALL'S INC	81.95
NBAZ - Warrant Clearing Account	Check	1104693	04/05/2022	Accounts Payable	DARYL GREER	204.59
NBAZ - Warrant Clearing Account	Check	1104694	04/05/2022	Accounts Payable	MARSHA ANN GREGORY	300.00
NBAZ - Warrant Clearing Account	Check	1104695	04/05/2022	Accounts Payable	BUTCH GUNNELS	300.00
NBAZ - Warrant Clearing Account	Check	1104696	04/05/2022	Accounts Payable	KLINT HEAP	157.96
NBAZ - Warrant Clearing Account	Check	1104697	04/05/2022	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	1,495.90
NBAZ - Warrant Clearing Account	Check	1104698	04/05/2022	Accounts Payable	HILL AZ GROCERY STORE	494.06
NBAZ - Warrant Clearing Account	Check	1104699	04/05/2022	Accounts Payable	TIMOTHY HINTON	39.89
NBAZ - Warrant Clearing Account	Check	1104699	04/05/2022	Accounts Payable	TIMOTHY HINTON	300.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104700	04/05/2022	Accounts Payable	HOME DEPOT	1,062.62
NBAZ - Warrant Clearing Account	Check	1104701	04/05/2022	Accounts Payable	BRIAN HOUNSHELL	300.00
NBAZ - Warrant Clearing Account	Check	1104702	04/05/2022	Accounts Payable	INGRAM LIBRARY SERVICES	2,723.50
NBAZ - Warrant Clearing Account	Check	1104703	04/05/2022	Accounts Payable	GENEVA L JACKSON	30.00
NBAZ - Warrant Clearing Account	Check	1104704	04/05/2022	Accounts Payable	LELAND C JAMES	300.00
NBAZ - Warrant Clearing Account	Check	1104705	04/05/2022	Accounts Payable	TYRON JENSEN	300.00
NBAZ - Warrant Clearing Account	Check	1104706	04/05/2022	Accounts Payable	CALVIN KIRK	300.00
NBAZ - Warrant Clearing Account	Check	1104707	04/05/2022	Accounts Payable	TOMMY KIRK	120.00
NBAZ - Warrant Clearing Account	Check	1104708	04/05/2022	Accounts Payable	DAVID LAMM	300.00
NBAZ - Warrant Clearing Account	Check	1104709	04/05/2022	Accounts Payable	LAWSON PRODUCTS INC	302.74
NBAZ - Warrant Clearing Account	Check	1104710	04/05/2022	Accounts Payable	LATISHA D LESLIE	110.00
NBAZ - Warrant Clearing Account	Check	1104711	04/05/2022	Accounts Payable	LIVCO WATER & SEWER COMPANY	26.20
NBAZ - Warrant Clearing Account	Check	1104712	04/05/2022	Accounts Payable	LOWES COMPANIES INC	36.04
NBAZ - Warrant Clearing Account	Check	1104713	04/05/2022	Accounts Payable	MELISSA MEEKS	1,316.20
NBAZ - Warrant Clearing Account	Check	1104714	04/05/2022	Accounts Payable	ALANE M MOORE	392.96
NBAZ - Warrant Clearing Account	Check	1104715	04/05/2022	Accounts Payable	NAPA	361.98
NBAZ - Warrant Clearing Account	Check	1104716	04/05/2022	Accounts Payable	NATIONAL COUNCIL FOR MENTAL WELLBEING	2,377.20
NBAZ - Warrant Clearing Account	Check	1104717	04/05/2022	Accounts Payable	NATIONAL NETWORK OF PUBLIC HEALTH INSTITUTES	1,190.00
NBAZ - Warrant Clearing Account	Check	1104718	04/05/2022	Accounts Payable	NATIONAL NOTARY ASSOCIATION	80.03
NBAZ - Warrant Clearing Account	Check	1104719	04/05/2022	Accounts Payable	NAVAJO NATION	1,200.00
NBAZ - Warrant Clearing Account	Check	1104720	04/05/2022	Accounts Payable	NAVAJO TRACTOR SALES INC	375.01
NBAZ - Warrant Clearing Account	Check	1104721	04/05/2022	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	202.44
NBAZ - Warrant Clearing Account	Check	1104722	04/05/2022	Accounts Payable	NAVAJO WESTERNERS	63.52
NBAZ - Warrant Clearing Account	Check	1104723	04/05/2022	Accounts Payable	FLORA NEZ	300.00
NBAZ - Warrant Clearing Account	Check	1104724	04/05/2022	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	625.00
NBAZ - Warrant Clearing Account	Check	1104725	04/05/2022	Accounts Payable	ANTONY C NOTAH	118.00
NBAZ - Warrant Clearing Account	Check	1104726	04/05/2022	Accounts Payable	O'REILLY AUTO PARTS	207.90
NBAZ - Warrant Clearing Account	Check	1104727	04/05/2022	Accounts Payable	OFFICE DEPOT	214.72
NBAZ - Warrant Clearing Account	Check	1104728	04/05/2022	Accounts Payable	ORIENTAL TRADING COMPANY	99.02
NBAZ - Warrant Clearing Account	Check	1104729	04/05/2022	Accounts Payable	OVERDRIVE INC	1,893.24
NBAZ - Warrant Clearing Account	Check	1104730	04/05/2022	Accounts Payable	TOBIE KLIESSEN OVERSON	88.98
NBAZ - Warrant Clearing Account	Check	1104731	04/05/2022	Accounts Payable	PACIFIC PONDEROSA CO INC	16,359.06
NBAZ - Warrant Clearing Account	Check	1104732	04/05/2022	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	97.92
NBAZ - Warrant Clearing Account	Check	1104733	04/05/2022	Accounts Payable	JILL PATTERSON	399.48
NBAZ - Warrant Clearing Account	Check	1104734	04/05/2022	Accounts Payable	DOUGLAS LANCE PEARCE	1,030.71
NBAZ - Warrant Clearing Account	Check	1104735	04/05/2022	Accounts Payable	PERFECT PRINTZ LLC	97.87
NBAZ - Warrant Clearing Account	Check	1104736	04/05/2022	Accounts Payable	PERFORMANCE REPORTERS INC	2,398.83
NBAZ - Warrant Clearing Account	Check	1104737	04/05/2022	Accounts Payable	PREMIUM PROPANE LLC	78.55
NBAZ - Warrant Clearing Account	Check	1104738	04/05/2022	Accounts Payable	PROPERTY RECORDS INDUSTRY ASSOCIATION	395.00
NBAZ - Warrant Clearing Account	Check	1104739	04/05/2022	Accounts Payable	QUALITY CARQUEST	1,371.54
NBAZ - Warrant Clearing Account	Check	1104740	04/05/2022	Accounts Payable	QUILL CORP	2,882.65

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104741	04/05/2022	Accounts Payable	RCI SYSTEMS LLC	144.00
NBAZ - Warrant Clearing Account	Check	1104742	04/05/2022	Accounts Payable	REEDS LODGE GROUP LLC	1,836.00
NBAZ - Warrant Clearing Account	Check	1104743	04/05/2022	Accounts Payable	REST UR RUMP	38.16
NBAZ - Warrant Clearing Account	Check	1104744	04/05/2022	Accounts Payable	RHINEHART OIL CO	6,400.57
NBAZ - Warrant Clearing Account	Check	1104745	04/05/2022	Accounts Payable	KODY RICHARDSON	300.00
NBAZ - Warrant Clearing Account	Check	1104746	04/05/2022	Accounts Payable	CELESTE ROBERTSON	300.00
NBAZ - Warrant Clearing Account	Check	1104747	04/05/2022	Accounts Payable	ROUND VALLEY ELKS BOOSTER CLUB LLC	500.00
NBAZ - Warrant Clearing Account	Check	1104748	04/05/2022	Accounts Payable	RUSH TRUCK CENTER	1,866.80
NBAZ - Warrant Clearing Account	Check	1104749	04/05/2022	Accounts Payable	SAFELITE AUTO GLASS	64.26
NBAZ - Warrant Clearing Account	Check	1104750	04/05/2022	Accounts Payable	SAFEWAY INC	190.02
NBAZ - Warrant Clearing Account	Check	1104751	04/05/2022	Accounts Payable	SAINT JOHNS BOOSTER CLUB INC	500.00
NBAZ - Warrant Clearing Account	Check	1104752	04/05/2022	Accounts Payable	PATRICK J SANDOVAL	134.01
NBAZ - Warrant Clearing Account	Check	1104753	04/05/2022	Accounts Payable	SECURUS TECHNOLOGIES INC	743.81
NBAZ - Warrant Clearing Account	Check	1104754	04/05/2022	Accounts Payable	SEM APPLICATIONS INC	96.00
NBAZ - Warrant Clearing Account	Check	1104755	04/05/2022	Accounts Payable	ALTON JOE SHEPHERD	456.40
NBAZ - Warrant Clearing Account	Check	1104756	04/05/2022	Accounts Payable	JOE SHIRLEY JR	4.52
NBAZ - Warrant Clearing Account	Check	1104757	04/05/2022	Accounts Payable	SIERRA PROPANE	244.21
NBAZ - Warrant Clearing Account	Check	1104758	04/05/2022	Accounts Payable	SKY BLUE HVAC LLC	422.60
NBAZ - Warrant Clearing Account	Check	1104759	04/05/2022	Accounts Payable	ERIN KRISTINE SMITH	887.83
NBAZ - Warrant Clearing Account	Check	1104760	04/05/2022	Accounts Payable	SPARKLETT'S WATER	155.44
NBAZ - Warrant Clearing Account	Check	1104761	04/05/2022	Accounts Payable	SPORTS WORLD INC	981.55
NBAZ - Warrant Clearing Account	Check	1104762	04/05/2022	Accounts Payable	SRFAX (J2 GLOBAL CANADA INC)	66.00
NBAZ - Warrant Clearing Account	Check	1104763	04/05/2022	Accounts Payable	DENNIS STOVER	92.00
NBAZ - Warrant Clearing Account	Check	1104764	04/05/2022	Accounts Payable	TEEC NOS POS TRADING CO	731.06
NBAZ - Warrant Clearing Account	Check	1104765	04/05/2022	Accounts Payable	TEN COW COMPANY INC	237.24
NBAZ - Warrant Clearing Account	Check	1104766	04/05/2022	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1104767	04/05/2022	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	234.62
NBAZ - Warrant Clearing Account	Check	1104768	04/05/2022	Accounts Payable	UNIFIRST CORPORATION	120.85
NBAZ - Warrant Clearing Account	Check	1104769	04/05/2022	Accounts Payable	US POSTMASTER	42.00
NBAZ - Warrant Clearing Account	Check	1104770	04/05/2022	Accounts Payable	US POSTMASTER	16.08
NBAZ - Warrant Clearing Account	Check	1104771	04/05/2022	Accounts Payable	VALLEY IMAGING SOLUTIONS	560.18
NBAZ - Warrant Clearing Account	Check	1104772	04/05/2022	Accounts Payable	HEATHER VAN DER NOORD	300.00
NBAZ - Warrant Clearing Account	Check	1104773	04/05/2022	Accounts Payable	VERIZON WIRELESS	60.93
NBAZ - Warrant Clearing Account	Check	1104774	04/05/2022	Accounts Payable	WAGNER EQUIPMENT CO	656.90
NBAZ - Warrant Clearing Account	Check	1104775	04/05/2022	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	67.35
NBAZ - Warrant Clearing Account	Check	1104776	04/05/2022	Accounts Payable	MICHAEL B WHITING	300.00
NBAZ - Warrant Clearing Account	Check	1104777	04/05/2022	Accounts Payable	WRIGHT EXPRESS FSC WEX	2,884.50
NBAZ - Warrant Clearing Account	Check	1104778	04/05/2022	Accounts Payable	YAZZIE'S AUTO PARTS INC	3,480.78
NBAZ - Warrant Clearing Account	Check	1104779	04/05/2022	Accounts Payable	JOSEPH YOUNG	300.00
NBAZ - Warrant Clearing Account	Check	1104780	04/07/2022	Accounts Payable	GALLUP LUMBER & SUPPLY	152.56
NBAZ - Warrant Clearing Account	Check	1104781	04/07/2022	Accounts Payable	NATIONAL BANK	16,002.82

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104782	04/07/2022	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	3,227.02
NBAZ - Warrant Clearing Account	Check	1104783	04/07/2022	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,164.53
NBAZ - Warrant Clearing Account	Check	1104784	04/07/2022	Accounts Payable	LEONARDO DANIEL PRIETO	70.00
NBAZ - Warrant Clearing Account	Check	1104785	04/07/2022	Accounts Payable	JEFF SODERQUIST	70.00
NBAZ - Warrant Clearing Account	Check	1104812	04/12/2022	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	355.93
NBAZ - Warrant Clearing Account	Check	1104813	04/12/2022	Accounts Payable	APACHE COUNTY FSA	788.24
NBAZ - Warrant Clearing Account	Check	1104814	04/12/2022	Accounts Payable	APACHE COUNTY HSA	4,010.76
NBAZ - Warrant Clearing Account	Check	1104815	04/12/2022	Accounts Payable	APACHE COUNTY MEDICAL	166,292.00
NBAZ - Warrant Clearing Account	Check	1104816	04/12/2022	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	153,280.55
NBAZ - Warrant Clearing Account	Check	1104817	04/12/2022	Accounts Payable	ASRS LEGACY EORP	8,270.90
NBAZ - Warrant Clearing Account	Check	1104818	04/12/2022	Accounts Payable	AZ STATE RETIREMENT SYSTEM	125,978.84
NBAZ - Warrant Clearing Account	Check	1104819	04/12/2022	Accounts Payable	CINCINNATI LIFE INS CO	28.00
NBAZ - Warrant Clearing Account	Check	1104820	04/12/2022	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,337.93
NBAZ - Warrant Clearing Account	Check	1104821	04/12/2022	Accounts Payable	CORP AOC DISABILITY	16.22
NBAZ - Warrant Clearing Account	Check	1104822	04/12/2022	Accounts Payable	CORP DISABILITY	202.00
NBAZ - Warrant Clearing Account	Check	1104823	04/12/2022	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,577.69
NBAZ - Warrant Clearing Account	Check	1104824	04/12/2022	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,600.02
NBAZ - Warrant Clearing Account	Check	1104825	04/12/2022	Accounts Payable	EODCRS DISABILITY	6.14
NBAZ - Warrant Clearing Account	Check	1104826	04/12/2022	Accounts Payable	EORP LEGACY	1,360.17
NBAZ - Warrant Clearing Account	Check	1104827	04/12/2022	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
NBAZ - Warrant Clearing Account	Check	1104828	04/12/2022	Accounts Payable	GURSTEL LAW FIRM PC	288.79
NBAZ - Warrant Clearing Account	Check	1104829	04/12/2022	Accounts Payable	NATIONWIDE	3,999.28
NBAZ - Warrant Clearing Account	Check	1104830	04/12/2022	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
NBAZ - Warrant Clearing Account	Check	1104831	04/12/2022	Accounts Payable	NATIONWIDE TRUST FSB	3,282.95
NBAZ - Warrant Clearing Account	Check	1104832	04/12/2022	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,426.61
NBAZ - Warrant Clearing Account	Check	1104833	04/12/2022	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,212.81
NBAZ - Warrant Clearing Account	Check	1104834	04/12/2022	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1104835	04/12/2022	Accounts Payable	SECURITY BENEFIT GROUP	315.00
NBAZ - Warrant Clearing Account	Check	1104836	04/12/2022	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,125.00
NBAZ - Warrant Clearing Account	Check	1104837	04/12/2022	Accounts Payable	A & E REPROGRAPHICS	1,504.54
NBAZ - Warrant Clearing Account	Check	1104838	04/12/2022	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
NBAZ - Warrant Clearing Account	Check	1104839	04/12/2022	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	1,267.36
NBAZ - Warrant Clearing Account	Check	1104840	04/12/2022	Accounts Payable	ADVERTISING IDEAS	494.19
NBAZ - Warrant Clearing Account	Check	1104841	04/12/2022	Accounts Payable	ALL MOUNTAIN RV SERVICE & SUPPLY	1,322.63
NBAZ - Warrant Clearing Account	Check	1104842	04/12/2022	Accounts Payable	ALLEGRA	1,485.84
NBAZ - Warrant Clearing Account	Check	1104843	04/12/2022	Accounts Payable	ALSCO INC	884.74
NBAZ - Warrant Clearing Account	Check	1104844	04/12/2022	Accounts Payable	AMAZON CAPITAL SERVICES INC	9,622.39
NBAZ - Warrant Clearing Account	Check	1104845	04/12/2022	Accounts Payable	CHARLI A ANDERSON	438.76
NBAZ - Warrant Clearing Account	Check	1104846	04/12/2022	Accounts Payable	APACHE COUNTY	16.68
NBAZ - Warrant Clearing Account	Check	1104847	04/12/2022	Accounts Payable	APACHE COUNTY	336.57
NBAZ - Warrant Clearing Account	Check	1104848	04/12/2022	Accounts Payable	ARROWHEAD FORENSICS	355.82

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104849	04/12/2022	Accounts Payable	ASHTONS REPAIR INC	324.58
NBAZ - Warrant Clearing Account	Check	1104850	04/12/2022	Accounts Payable	ASPEN TIRE & OIL	947.00
NBAZ - Warrant Clearing Account	Check	1104851	04/12/2022	Accounts Payable	BALEIOS SEPTIC LLC	750.00
NBAZ - Warrant Clearing Account	Check	1104852	04/12/2022	Accounts Payable	BAUMAN HOME AND AUTO INC	1,720.89
NBAZ - Warrant Clearing Account	Check	1104853	04/12/2022	Accounts Payable	BEACON FIRE AND SECURITY LLC	4,534.26
NBAZ - Warrant Clearing Account	Check	1104854	04/12/2022	Accounts Payable	BETTER LIFE	284.18
NBAZ - Warrant Clearing Account	Check	1104855	04/12/2022	Accounts Payable	RANDY BIA	45.00
NBAZ - Warrant Clearing Account	Check	1104856	04/12/2022	Accounts Payable	JIMICA LYNN BIGMAN	325.90
NBAZ - Warrant Clearing Account	Check	1104857	04/12/2022	Accounts Payable	PAULA MARIE BILLY	104.00
NBAZ - Warrant Clearing Account	Check	1104858	04/12/2022	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,041.69
NBAZ - Warrant Clearing Account	Check	1104859	04/12/2022	Accounts Payable	BLUE LINE TOWING	300.00
NBAZ - Warrant Clearing Account	Check	1104860	04/12/2022	Accounts Payable	BNB SYSTEMS	249.73
NBAZ - Warrant Clearing Account	Check	1104861	04/12/2022	Accounts Payable	BOOT BARN	200.00
NBAZ - Warrant Clearing Account	Check	1104862	04/12/2022	Accounts Payable	GLORIA BOWMAN	30.00
NBAZ - Warrant Clearing Account	Check	1104863	04/12/2022	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1104864	04/12/2022	Accounts Payable	JARROD C BROOKS	114.90
NBAZ - Warrant Clearing Account	Check	1104865	04/12/2022	Accounts Payable	ASHLEE BROWN	104.00
NBAZ - Warrant Clearing Account	Check	1104866	04/12/2022	Accounts Payable	DEVIN BROWN	278.00
NBAZ - Warrant Clearing Account	Check	1104867	04/12/2022	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1104868	04/12/2022	Accounts Payable	WICHTAW R BUSBY	35.10
NBAZ - Warrant Clearing Account	Check	1104869	04/12/2022	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	90.84
NBAZ - Warrant Clearing Account	Check	1104870	04/12/2022	Accounts Payable	JERMAINE CARLSON	114.00
NBAZ - Warrant Clearing Account	Check	1104871	04/12/2022	Accounts Payable	CELLULAR ONE NE AZ	95.17
NBAZ - Warrant Clearing Account	Check	1104872	04/12/2022	Accounts Payable	CLIA LABORATORY PROGRAM	180.00
NBAZ - Warrant Clearing Account	Check	1104873	04/12/2022	Accounts Payable	KIMBERLY LOUISE COLE	34.89
NBAZ - Warrant Clearing Account	Check	1104874	04/12/2022	Accounts Payable	COOK'S CORRECTIONAL	190.15
NBAZ - Warrant Clearing Account	Check	1104875	04/12/2022	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	750.39
NBAZ - Warrant Clearing Account	Check	1104876	04/12/2022	Accounts Payable	RODGER DAHOZY	300.00
NBAZ - Warrant Clearing Account	Check	1104877	04/12/2022	Accounts Payable	CECILIA DIAZ	126.67
NBAZ - Warrant Clearing Account	Check	1104878	04/12/2022	Accounts Payable	DISH NETWORK	88.53
NBAZ - Warrant Clearing Account	Check	1104879	04/12/2022	Accounts Payable	PJ E EDWARDS-RAY	225.00
NBAZ - Warrant Clearing Account	Check	1104880	04/12/2022	Accounts Payable	EKOS	4,200.00
NBAZ - Warrant Clearing Account	Check	1104881	04/12/2022	Accounts Payable	EMPIRE MACHINERY	404,029.57
NBAZ - Warrant Clearing Account	Check	1104882	04/12/2022	Accounts Payable	EMPIRE POWER SYSTEMS	616.00
NBAZ - Warrant Clearing Account	Check	1104883	04/12/2022	Accounts Payable	FERRELLGAS	1,016.29
NBAZ - Warrant Clearing Account	Check	1104884	04/12/2022	Accounts Payable	FIFTH ASSET INC DBA DEBTBOOK	6,500.00
NBAZ - Warrant Clearing Account	Check	1104885	04/12/2022	Accounts Payable	BRITTANY LAUREN SAMANTHA FINCH	300.00
NBAZ - Warrant Clearing Account	Check	1104886	04/12/2022	Accounts Payable	ROBERT L FITE	68.44
NBAZ - Warrant Clearing Account	Check	1104887	04/12/2022	Accounts Payable	FLEET PRIDE	3,326.99
NBAZ - Warrant Clearing Account	Check	1104888	04/12/2022	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	145.14
NBAZ - Warrant Clearing Account	Check	1104889	04/12/2022	Accounts Payable	JOHN L FREEMAN JR	54.52

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104890	04/12/2022	Accounts Payable	FRONTIER	57.29
NBAZ - Warrant Clearing Account	Check	1104891	04/12/2022	Accounts Payable	GALL'S INC	245.01
NBAZ - Warrant Clearing Account	Check	1104892	04/12/2022	Accounts Payable	GALLUP INDEPENDENT	311.96
NBAZ - Warrant Clearing Account	Check	1104893	04/12/2022	Accounts Payable	GALLUP WATER WORKS	26.72
NBAZ - Warrant Clearing Account	Check	1104894	04/12/2022	Accounts Payable	GREGORY GARCIA	3,800.00
NBAZ - Warrant Clearing Account	Check	1104895	04/12/2022	Accounts Payable	SAMUEL TODD GARDNER	300.00
NBAZ - Warrant Clearing Account	Check	1104896	04/12/2022	Accounts Payable	GK INVESTIGATIONS	242.00
NBAZ - Warrant Clearing Account	Check	1104897	04/12/2022	Accounts Payable	BARBARA J GOMEZ	300.00
NBAZ - Warrant Clearing Account	Check	1104898	04/12/2022	Accounts Payable	DARYL GREER	14.56
NBAZ - Warrant Clearing Account	Check	1104899	04/12/2022	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1104900	04/12/2022	Accounts Payable	HEALTH EQUITY INC	168.55
NBAZ - Warrant Clearing Account	Check	1104901	04/12/2022	Accounts Payable	ROSCOE GEORGE HERRERA	72.00
NBAZ - Warrant Clearing Account	Check	1104902	04/12/2022	Accounts Payable	JESSE HESS	200.00
NBAZ - Warrant Clearing Account	Check	1104903	04/12/2022	Accounts Payable	ROBERT JAMES HIGGINS	4,482.08
NBAZ - Warrant Clearing Account	Check	1104904	04/12/2022	Accounts Payable	HIGH COUNTRY PROPANE	1,380.12
NBAZ - Warrant Clearing Account	Check	1104905	04/12/2022	Accounts Payable	HILL AZ GROCERY STORE	114.23
NBAZ - Warrant Clearing Account	Check	1104906	04/12/2022	Accounts Payable	HILL AZ GROCERY STORE	136.59
NBAZ - Warrant Clearing Account	Check	1104907	04/12/2022	Accounts Payable	HILLYARD/FLAGSTAFF	1,902.48
NBAZ - Warrant Clearing Account	Check	1104908	04/12/2022	Accounts Payable	INGRAM LIBRARY SERVICES	115.40
NBAZ - Warrant Clearing Account	Check	1104909	04/12/2022	Accounts Payable	LELAND C JAMES	114.00
NBAZ - Warrant Clearing Account	Check	1104910	04/12/2022	Accounts Payable	TERESA ANN JOHN	135.00
NBAZ - Warrant Clearing Account	Check	1104911	04/12/2022	Accounts Payable	DENNISE L JONES	300.00
NBAZ - Warrant Clearing Account	Check	1104912	04/12/2022	Accounts Payable	TANYA KEE	114.00
NBAZ - Warrant Clearing Account	Check	1104913	04/12/2022	Accounts Payable	KIMBALL EQUIPMENT COMPANY	9,564.56
NBAZ - Warrant Clearing Account	Check	1104914	04/12/2022	Accounts Payable	CALVIN KIRK	114.00
NBAZ - Warrant Clearing Account	Check	1104915	04/12/2022	Accounts Payable	STEPHEN W KIZER	300.00
NBAZ - Warrant Clearing Account	Check	1104916	04/12/2022	Accounts Payable	LUCAS KUHL	50.00
NBAZ - Warrant Clearing Account	Check	1104917	04/12/2022	Accounts Payable	LANGUAGE LINE SERVICES INC	22.00
NBAZ - Warrant Clearing Account	Check	1104918	04/12/2022	Accounts Payable	MICHAEL LATHAM	27.69
NBAZ - Warrant Clearing Account	Check	1104919	04/12/2022	Accounts Payable	LEGATE, PENROD & ASSOCIATES	7,332.00
NBAZ - Warrant Clearing Account	Check	1104920	04/12/2022	Accounts Payable	JAYMIE LYNN LEWIS-SMITH	300.00
NBAZ - Warrant Clearing Account	Check	1104921	04/12/2022	Accounts Payable	CHEYANNE CIARA LITTLEMAN	300.00
NBAZ - Warrant Clearing Account	Check	1104922	04/12/2022	Accounts Payable	LOWES #24	183.65
NBAZ - Warrant Clearing Account	Check	1104923	04/12/2022	Accounts Payable	ANNE T MACGREGOR	65.40
NBAZ - Warrant Clearing Account	Check	1104924	04/12/2022	Accounts Payable	STEPHANIE MCCARTHY	300.00
NBAZ - Warrant Clearing Account	Check	1104925	04/12/2022	Accounts Payable	OSCAR R MIRANDA	65.88
NBAZ - Warrant Clearing Account	Check	1104926	04/12/2022	Accounts Payable	MISSION UNIFORM & LINEN	75.19
NBAZ - Warrant Clearing Account	Check	1104927	04/12/2022	Accounts Payable	LEHI MONTIERTH	300.00
NBAZ - Warrant Clearing Account	Check	1104928	04/12/2022	Accounts Payable	ALANE M MOORE	693.18
NBAZ - Warrant Clearing Account	Check	1104929	04/12/2022	Accounts Payable	JASON WAYNE MOORE	300.00
NBAZ - Warrant Clearing Account	Check	1104930	04/12/2022	Accounts Payable	DANIEL R MUTH	35.92

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104931	04/12/2022	Accounts Payable	NAPA	466.92
NBAZ - Warrant Clearing Account	Check	1104932	04/12/2022	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	1,460.00
NBAZ - Warrant Clearing Account	Check	1104933	04/12/2022	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	1,125.00
NBAZ - Warrant Clearing Account	Check	1104934	04/12/2022	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	7,693.65
NBAZ - Warrant Clearing Account	Check	1104935	04/12/2022	Accounts Payable	TEDDY MILES NEWMAN	150.00
NBAZ - Warrant Clearing Account	Check	1104936	04/12/2022	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	23.52
NBAZ - Warrant Clearing Account	Check	1104937	04/12/2022	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	706.60
NBAZ - Warrant Clearing Account	Check	1104938	04/12/2022	Accounts Payable	REDACTED	333.05
NBAZ - Warrant Clearing Account	Check	1104939	04/12/2022	Accounts Payable	O'REILLY AUTO PARTS	757.54
NBAZ - Warrant Clearing Account	Check	1104940	04/12/2022	Accounts Payable	OCLC INC	83.90
NBAZ - Warrant Clearing Account	Check	1104941	04/12/2022	Accounts Payable	OCTOPUS CAR WASH INC	85.35
NBAZ - Warrant Clearing Account	Check	1104942	04/12/2022	Accounts Payable	ORIENTAL TRADING COMPANY	80.78
NBAZ - Warrant Clearing Account	Check	1104943	04/12/2022	Accounts Payable	OVERDRIVE INC	1.50
NBAZ - Warrant Clearing Account	Check	1104944	04/12/2022	Accounts Payable	PACIFIC PONDEROSA CO INC	3,316.30
NBAZ - Warrant Clearing Account	Check	1104945	04/12/2022	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1104946	04/12/2022	Accounts Payable	DENNIELLE PATTERSON	150.00
NBAZ - Warrant Clearing Account	Check	1104947	04/12/2022	Accounts Payable	JILL PATTERSON	536.03
NBAZ - Warrant Clearing Account	Check	1104948	04/12/2022	Accounts Payable	RYAN N PATTERSON	53.24
NBAZ - Warrant Clearing Account	Check	1104949	04/12/2022	Accounts Payable	SHANNA Y PEARCE	115.98
NBAZ - Warrant Clearing Account	Check	1104950	04/12/2022	Accounts Payable	PERFECT PRINTZ LLC	393.79
NBAZ - Warrant Clearing Account	Check	1104951	04/12/2022	Accounts Payable	PERFORMANCE REPORTERS INC	1,731.53
NBAZ - Warrant Clearing Account	Check	1104952	04/12/2022	Accounts Payable	PIMA COUNTY REVENUE MANAGEMENT	5,500.00
NBAZ - Warrant Clearing Account	Check	1104953	04/12/2022	Accounts Payable	PREMIUM PROPANE LLC	1,448.76
NBAZ - Warrant Clearing Account	Check	1104954	04/12/2022	Accounts Payable	PROFESSIONAL DEVELOPMENT PROFESSIONAL DEVELOPMENT ACADEMY LLC	24,675.00
NBAZ - Warrant Clearing Account	Check	1104955	04/12/2022	Accounts Payable	QUILL CORP	5,570.22
NBAZ - Warrant Clearing Account	Check	1104956	04/12/2022	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1104957	04/12/2022	Accounts Payable	RAELENE RABAN	72.63
NBAZ - Warrant Clearing Account	Check	1104958	04/12/2022	Accounts Payable	REEDS LODGE GROUP LLC	2,100.00
NBAZ - Warrant Clearing Account	Check	1104959	04/12/2022	Accounts Payable	RHINEHART OIL CO	9,580.49
NBAZ - Warrant Clearing Account	Check	1104960	04/12/2022	Accounts Payable	RICOH USA INC	273.87
NBAZ - Warrant Clearing Account	Check	1104961	04/12/2022	Accounts Payable	RIGG LAW FIRM PLLC	1,400.00
NBAZ - Warrant Clearing Account	Check	1104962	04/12/2022	Accounts Payable	MILDON ROANHORSE	114.00
NBAZ - Warrant Clearing Account	Check	1104963	04/12/2022	Accounts Payable	CELESTE ROBERTSON	163.61
NBAZ - Warrant Clearing Account	Check	1104964	04/12/2022	Accounts Payable	RUSH TRUCK CENTER	868.33
NBAZ - Warrant Clearing Account	Check	1104965	04/12/2022	Accounts Payable	SAFELITE AUTO GLASS	1,204.82
NBAZ - Warrant Clearing Account	Check	1104966	04/12/2022	Accounts Payable	SAFEWAY INC	71.54
NBAZ - Warrant Clearing Account	Check	1104967	04/12/2022	Accounts Payable	SECURUS TECHNOLOGIES INC	966.67
NBAZ - Warrant Clearing Account	Check	1104968	04/12/2022	Accounts Payable	ALTON JOE SHEPHERD	25.16
NBAZ - Warrant Clearing Account	Check	1104969	04/12/2022	Accounts Payable	SIERRA PROPANE	1,931.13
NBAZ - Warrant Clearing Account	Check	1104970	04/12/2022	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	297.83
NBAZ - Warrant Clearing Account	Check	1104971	04/12/2022	Accounts Payable	ERIN KRISTINE SMITH	12.27

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1104972	04/12/2022	Accounts Payable	SONORA QUEST LABORATORIES	1,500.00
NBAZ - Warrant Clearing Account	Check	1104973	04/12/2022	Accounts Payable	SPARKLETT'S WATER	216.63
NBAZ - Warrant Clearing Account	Check	1104974	04/12/2022	Accounts Payable	SPEEDY SALES AND SERVICE	7,547.20
NBAZ - Warrant Clearing Account	Check	1104975	04/12/2022	Accounts Payable	ST JOHNS CITY	730.49
NBAZ - Warrant Clearing Account	Check	1104976	04/12/2022	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,063.26
NBAZ - Warrant Clearing Account	Check	1104977	04/12/2022	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	152.50
NBAZ - Warrant Clearing Account	Check	1104978	04/12/2022	Accounts Payable	ROCKY STEINMETZ	300.00
NBAZ - Warrant Clearing Account	Check	1104979	04/12/2022	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	249.81
NBAZ - Warrant Clearing Account	Check	1104980	04/12/2022	Accounts Payable	TEEC NOS POS TRADING CO	334.00
NBAZ - Warrant Clearing Account	Check	1104981	04/12/2022	Accounts Payable	TEN COW COMPANY INC	1,761.33
NBAZ - Warrant Clearing Account	Check	1104982	04/12/2022	Accounts Payable	THE NAVAJO NATION MUSEUM	742.00
NBAZ - Warrant Clearing Account	Check	1104983	04/12/2022	Accounts Payable	THE POUR STATION	41.34
NBAZ - Warrant Clearing Account	Check	1104984	04/12/2022	Accounts Payable	THOMSON REUTERS WEST	2,587.84
NBAZ - Warrant Clearing Account	Check	1104985	04/12/2022	Accounts Payable	TOWN OF EAGAR	232.40
NBAZ - Warrant Clearing Account	Check	1104986	04/12/2022	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1104987	04/12/2022	Accounts Payable	TRINITY SERVICES GROUP INC	17,426.96
NBAZ - Warrant Clearing Account	Check	1104988	04/12/2022	Accounts Payable	TRIPLE R FUELS	95.77
NBAZ - Warrant Clearing Account	Check	1104989	04/12/2022	Accounts Payable	W JEFFORY UDALL	35.10
NBAZ - Warrant Clearing Account	Check	1104990	04/12/2022	Accounts Payable	ULINE INC	12,321.53
NBAZ - Warrant Clearing Account	Check	1104991	04/12/2022	Accounts Payable	UNIFIRST CORPORATION	73.42
NBAZ - Warrant Clearing Account	Check	1104992	04/12/2022	Accounts Payable	VALLEY AUTO PARTS	1,483.22
NBAZ - Warrant Clearing Account	Check	1104993	04/12/2022	Accounts Payable	RITA VAUGHAN	300.00
NBAZ - Warrant Clearing Account	Check	1104994	04/12/2022	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	312.05
NBAZ - Warrant Clearing Account	Check	1104995	04/12/2022	Accounts Payable	VERIZON WIRELESS	1,447.41
NBAZ - Warrant Clearing Account	Check	1104996	04/12/2022	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	32.21
NBAZ - Warrant Clearing Account	Check	1104997	04/12/2022	Accounts Payable	THOMAS CARDON WEBB	150.00
NBAZ - Warrant Clearing Account	Check	1104998	04/12/2022	Accounts Payable	WELCOME INN AND SUITES	497.59
NBAZ - Warrant Clearing Account	Check	1104999	04/12/2022	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	786.44
NBAZ - Warrant Clearing Account	Check	1105000	04/12/2022	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	22.67
NBAZ - Warrant Clearing Account	Check	1105001	04/12/2022	Accounts Payable	WHITE MOUNTAIN RADIOLOGY	18.28
NBAZ - Warrant Clearing Account	Check	1105002	04/12/2022	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	767.91
NBAZ - Warrant Clearing Account	Check	1105003	04/12/2022	Accounts Payable	MICHAEL B WHITING	139.54
NBAZ - Warrant Clearing Account	Check	1105004	04/12/2022	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	482.56
NBAZ - Warrant Clearing Account	Check	1105005	04/12/2022	Accounts Payable	XEROX CORP	80.23
NBAZ - Warrant Clearing Account	Check	1105006	04/12/2022	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,648.11
NBAZ - Warrant Clearing Account	Check	1105007	04/12/2022	Accounts Payable	IVAN D ZHELEV	300.00
NBAZ - Warrant Clearing Account	Check	1105008	04/12/2022	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
NBAZ - Warrant Clearing Account	Check	1105009	04/14/2022	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	75,042.64
NBAZ - Warrant Clearing Account	Check	1105010	04/14/2022	Accounts Payable	AZ DEPT OF REVENUE	1,182.97
NBAZ - Warrant Clearing Account	Check	1105011	04/14/2022	Accounts Payable	BLUE HILLS ENVIRONMENTAL	40,471.55
NBAZ - Warrant Clearing Account	Check	1105012	04/14/2022	Accounts Payable	ALTON JOE SHEPHERD	457.58

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105013	04/18/2022	Accounts Payable	RODGER DAHOZY	398.43
NBAZ - Warrant Clearing Account	Check	1105014	04/18/2022	Accounts Payable	NATIONAL PEN CO LLC	3,538.00
NBAZ - Warrant Clearing Account	Check	1105015	04/19/2022	Accounts Payable	A-1 TOWING SERVICE COMPANY	758.00
NBAZ - Warrant Clearing Account	Check	1105016	04/19/2022	Accounts Payable	JOSHUA N ADAMS	200.00
NBAZ - Warrant Clearing Account	Check	1105017	04/19/2022	Accounts Payable	AIR-A-ZONA FLAG CO INC	40.65
NBAZ - Warrant Clearing Account	Check	1105018	04/19/2022	Accounts Payable	ALPINE WATER AND SANITARY	90.60
NBAZ - Warrant Clearing Account	Check	1105019	04/19/2022	Accounts Payable	ALSCO INC	447.95
NBAZ - Warrant Clearing Account	Check	1105020	04/19/2022	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,051.68
NBAZ - Warrant Clearing Account	Check	1105021	04/19/2022	Accounts Payable	AMAZON COM INC (Health & Library)	10.90
NBAZ - Warrant Clearing Account	Check	1105022	04/19/2022	Accounts Payable	AMERIGAS - GALLUP	1,786.54
NBAZ - Warrant Clearing Account	Check	1105023	04/19/2022	Accounts Payable	AMIGO CHEVROLET	452.24
NBAZ - Warrant Clearing Account	Check	1105024	04/19/2022	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	37.04
NBAZ - Warrant Clearing Account	Check	1105025	04/19/2022	Accounts Payable	ARIZONA CDJR SHOW LOW	2,080.40
NBAZ - Warrant Clearing Account	Check	1105026	04/19/2022	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	3,060.19
NBAZ - Warrant Clearing Account	Check	1105027	04/19/2022	Accounts Payable	ASHTONS REPAIR INC	105.00
NBAZ - Warrant Clearing Account	Check	1105028	04/19/2022	Accounts Payable	ASPEN TIRE & OIL	296.78
NBAZ - Warrant Clearing Account	Check	1105029	04/19/2022	Accounts Payable	AT&T MOBILITY	159.46
NBAZ - Warrant Clearing Account	Check	1105030	04/19/2022	Accounts Payable	AZ CONSTABLES ASSN	185.00
NBAZ - Warrant Clearing Account	Check	1105031	04/19/2022	Accounts Payable	AZ COUNTIES INSURANCE POOL	7,029.22
NBAZ - Warrant Clearing Account	Check	1105032	04/19/2022	Accounts Payable	AZ COURTS ASSN	1,110.00
NBAZ - Warrant Clearing Account	Check	1105033	04/19/2022	Accounts Payable	AZ SUPREME COURT	375.00
NBAZ - Warrant Clearing Account	Check	1105034	04/19/2022	Accounts Payable	AZLGEBT	339,036.45
NBAZ - Warrant Clearing Account	Check	1105035	04/19/2022	Accounts Payable	BASHAS' CORPORATE OFFICE	204.96
NBAZ - Warrant Clearing Account	Check	1105036	04/19/2022	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	825.00
NBAZ - Warrant Clearing Account	Check	1105037	04/19/2022	Accounts Payable	BAUMAN HOME AND AUTO INC	929.06
NBAZ - Warrant Clearing Account	Check	1105038	04/19/2022	Accounts Payable	SARAH MAE BEGAY	595.00
NBAZ - Warrant Clearing Account	Check	1105039	04/19/2022	Accounts Payable	WILLIAM BIZADI JR	120.00
NBAZ - Warrant Clearing Account	Check	1105040	04/19/2022	Accounts Payable	BLUE HILLS ENVIRONMENTAL	368.63
NBAZ - Warrant Clearing Account	Check	1105041	04/19/2022	Accounts Payable	BOOT BARN	140.80
NBAZ - Warrant Clearing Account	Check	1105042	04/19/2022	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	999.48
NBAZ - Warrant Clearing Account	Check	1105043	04/19/2022	Accounts Payable	GLORIA BOWMAN	54.18
NBAZ - Warrant Clearing Account	Check	1105044	04/19/2022	Accounts Payable	BRAD PETERSON B & B FABRICATIONS	85.00
NBAZ - Warrant Clearing Account	Check	1105045	04/19/2022	Accounts Payable	DEVIN BROWN	300.00
NBAZ - Warrant Clearing Account	Check	1105046	04/19/2022	Accounts Payable	CARTRIDGE CENTER INC	907.50
NBAZ - Warrant Clearing Account	Check	1105047	04/19/2022	Accounts Payable	ELIZABETH A CASTILLO	52.86
NBAZ - Warrant Clearing Account	Check	1105048	04/19/2022	Accounts Payable	MAYRA E CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1105049	04/19/2022	Accounts Payable	CDW GOVERNMENT LLC	4,195.80
NBAZ - Warrant Clearing Account	Check	1105050	04/19/2022	Accounts Payable	COLLABORATIVE SUMMER LIBRARY PROGRAM	224.54
NBAZ - Warrant Clearing Account	Check	1105051	04/19/2022	Accounts Payable	CONCHOCANI (COMMUNITY ACTION NETWORK)	160.97
NBAZ - Warrant Clearing Account	Check	1105052	04/19/2022	Accounts Payable	CORDANT HEALTH SOLUTIONS	1,925.04
NBAZ - Warrant Clearing Account	Check	1105053	04/19/2022	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	84.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105054	04/19/2022	Accounts Payable	COURTYARD BY MARIOTT WRIGLEVILLE WEST	172.55
NBAZ - Warrant Clearing Account	Check	1105055	04/19/2022	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	2,472.48
NBAZ - Warrant Clearing Account	Check	1105056	04/19/2022	Accounts Payable	ERIN LEA CURTIS	79.55
NBAZ - Warrant Clearing Account	Check	1105057	04/19/2022	Accounts Payable	JOSHUA T CURTIS	401.10
NBAZ - Warrant Clearing Account	Check	1105058	04/19/2022	Accounts Payable	TROY D CZARNYSZKA	112.00
NBAZ - Warrant Clearing Account	Check	1105059	04/19/2022	Accounts Payable	DIAMOND C FEEDS	5,631.20
NBAZ - Warrant Clearing Account	Check	1105060	04/19/2022	Accounts Payable	DIAMONDBACK POLICE SUPPLY CO INC	2,621.68
NBAZ - Warrant Clearing Account	Check	1105061	04/19/2022	Accounts Payable	DISH NETWORK	122.52
NBAZ - Warrant Clearing Account	Check	1105062	04/19/2022	Accounts Payable	DISH NETWORK	195.80
NBAZ - Warrant Clearing Account	Check	1105063	04/19/2022	Accounts Payable	DOUBLE RADIUS	14,512.98
NBAZ - Warrant Clearing Account	Check	1105064	04/19/2022	Accounts Payable	DOUBLETREE BY HILTON HOTEL FLAGSTAFF	262.38
NBAZ - Warrant Clearing Account	Check	1105065	04/19/2022	Accounts Payable	EIGHTYNINE A LLC	134.50
NBAZ - Warrant Clearing Account	Check	1105066	04/19/2022	Accounts Payable	TAMARA SUE ELLSWORTH	300.00
NBAZ - Warrant Clearing Account	Check	1105067	04/19/2022	Accounts Payable	EMPIRE MACHINERY	4,988.29
NBAZ - Warrant Clearing Account	Check	1105068	04/19/2022	Accounts Payable	EMPIRE POWER SYSTEMS	308.00
NBAZ - Warrant Clearing Account	Check	1105069	04/19/2022	Accounts Payable	MATTHEW G FISH	39.44
NBAZ - Warrant Clearing Account	Check	1105070	04/19/2022	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	513.23
NBAZ - Warrant Clearing Account	Check	1105071	04/19/2022	Accounts Payable	FRONTIER	1,855.06
NBAZ - Warrant Clearing Account	Check	1105072	04/19/2022	Accounts Payable	FRONTIER	918.37
NBAZ - Warrant Clearing Account	Check	1105073	04/19/2022	Accounts Payable	FRONTIER	465.51
NBAZ - Warrant Clearing Account	Check	1105074	04/19/2022	Accounts Payable	FRONTIER	192.30
NBAZ - Warrant Clearing Account	Check	1105075	04/19/2022	Accounts Payable	FRONTIER	173.77
NBAZ - Warrant Clearing Account	Check	1105076	04/19/2022	Accounts Payable	FRONTIER	174.46
NBAZ - Warrant Clearing Account	Check	1105077	04/19/2022	Accounts Payable	FRONTIER	129.74
NBAZ - Warrant Clearing Account	Check	1105078	04/19/2022	Accounts Payable	FRONTIER	173.36
NBAZ - Warrant Clearing Account	Check	1105079	04/19/2022	Accounts Payable	FRONTIER	180.21
NBAZ - Warrant Clearing Account	Check	1105080	04/19/2022	Accounts Payable	FRONTIER	117.48
NBAZ - Warrant Clearing Account	Check	1105081	04/19/2022	Accounts Payable	FRONTIER	181.42
NBAZ - Warrant Clearing Account	Check	1105082	04/19/2022	Accounts Payable	FRONTIER	226.46
NBAZ - Warrant Clearing Account	Check	1105083	04/19/2022	Accounts Payable	FRONTIER	795.26
NBAZ - Warrant Clearing Account	Check	1105084	04/19/2022	Accounts Payable	FRONTIER	201.79
NBAZ - Warrant Clearing Account	Check	1105085	04/19/2022	Accounts Payable	FRONTIER	198.84
NBAZ - Warrant Clearing Account	Check	1105086	04/19/2022	Accounts Payable	FRONTIER	166.30
NBAZ - Warrant Clearing Account	Check	1105087	04/19/2022	Accounts Payable	FRONTIER	80.19
NBAZ - Warrant Clearing Account	Check	1105088	04/19/2022	Accounts Payable	FRONTIER	111.47
NBAZ - Warrant Clearing Account	Check	1105089	04/19/2022	Accounts Payable	FRONTIER	172.50
NBAZ - Warrant Clearing Account	Check	1105090	04/19/2022	Accounts Payable	FRONTIER	171.05
NBAZ - Warrant Clearing Account	Check	1105091	04/19/2022	Accounts Payable	FRONTIER	78.35
NBAZ - Warrant Clearing Account	Check	1105092	04/19/2022	Accounts Payable	FRONTIER	146.09
NBAZ - Warrant Clearing Account	Check	1105093	04/19/2022	Accounts Payable	FRONTIER	1,291.53
NBAZ - Warrant Clearing Account	Check	1105094	04/19/2022	Accounts Payable	FRONTIER	79.77

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105095	04/19/2022	Accounts Payable	GALL'S INC	420.91
NBAZ - Warrant Clearing Account	Check	1105096	04/19/2022	Accounts Payable	GOLIGHTLY TIRE	8,801.53
NBAZ - Warrant Clearing Account	Check	1105097	04/19/2022	Accounts Payable	DARYL GREER	158.38
NBAZ - Warrant Clearing Account	Check	1105098	04/19/2022	Accounts Payable	GURLEY MOTOR CO	195.09
NBAZ - Warrant Clearing Account	Check	1105099	04/19/2022	Accounts Payable	MEGAN L HILL	300.00
NBAZ - Warrant Clearing Account	Check	1105100	04/19/2022	Accounts Payable	HILL AZ GROCERY STORE	258.03
NBAZ - Warrant Clearing Account	Check	1105101	04/19/2022	Accounts Payable	HILL AZ GROCERY STORE	197.11
NBAZ - Warrant Clearing Account	Check	1105102	04/19/2022	Accounts Payable	HILLYARD/FLAGSTAFF	2,309.09
NBAZ - Warrant Clearing Account	Check	1105103	04/19/2022	Accounts Payable	HOME DEPOT	10,644.63
NBAZ - Warrant Clearing Account	Check	1105104	04/19/2022	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	220.42
NBAZ - Warrant Clearing Account	Check	1105105	04/19/2022	Accounts Payable	INGRAM LIBRARY SERVICES	518.70
NBAZ - Warrant Clearing Account	Check	1105106	04/19/2022	Accounts Payable	I PRO TECH LLC	1,790.00
NBAZ - Warrant Clearing Account	Check	1105107	04/19/2022	Accounts Payable	KARPEL COMPUTER SYSTEMS INC	6,879.30
NBAZ - Warrant Clearing Account	Check	1105108	04/19/2022	Accounts Payable	KONICA MINOLTA	35.57
NBAZ - Warrant Clearing Account	Check	1105109	04/19/2022	Accounts Payable	LINGO	80.97
NBAZ - Warrant Clearing Account	Check	1105110	04/19/2022	Accounts Payable	LOWES #24	118.67
NBAZ - Warrant Clearing Account	Check	1105111	04/19/2022	Accounts Payable	LOWES COMPANIES INC	380.90
NBAZ - Warrant Clearing Account	Check	1105112	04/19/2022	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	550.00
NBAZ - Warrant Clearing Account	Check	1105113	04/19/2022	Accounts Payable	REITA MOORE	300.00
NBAZ - Warrant Clearing Account	Check	1105114	04/19/2022	Accounts Payable	NAPA	161.56
NBAZ - Warrant Clearing Account	Check	1105115	04/19/2022	Accounts Payable	NATIONAL ASSOC OF PROBATION EXECUTIVES	50.00
NBAZ - Warrant Clearing Account	Check	1105116	04/19/2022	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	9,577.08
NBAZ - Warrant Clearing Account	Check	1105117	04/19/2022	Accounts Payable	NAVAJO WESTERNERS	68.10
NBAZ - Warrant Clearing Account	Check	1105118	04/19/2022	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	11,220.63
NBAZ - Warrant Clearing Account	Check	1105119	04/19/2022	Accounts Payable	NFOCUS SOLUTIONS	1,947.00
NBAZ - Warrant Clearing Account	Check	1105120	04/19/2022	Accounts Payable	JULIE ANN NICHOLSON	108.72
NBAZ - Warrant Clearing Account	Check	1105121	04/19/2022	Accounts Payable	NOEL'S INC	3,495.00
NBAZ - Warrant Clearing Account	Check	1105122	04/19/2022	Accounts Payable	OCTOPUS CAR WASH INC	32.45
NBAZ - Warrant Clearing Account	Check	1105123	04/19/2022	Accounts Payable	ORIENTAL TRADING COMPANY	92.00
NBAZ - Warrant Clearing Account	Check	1105124	04/19/2022	Accounts Payable	OVERDRIVE INC	24.00
NBAZ - Warrant Clearing Account	Check	1105125	04/19/2022	Accounts Payable	TOBIE KLIESSEN OVERSON	300.00
NBAZ - Warrant Clearing Account	Check	1105126	04/19/2022	Accounts Payable	PACIFIC PONDEROSA CO INC	12,233.20
NBAZ - Warrant Clearing Account	Check	1105127	04/19/2022	Accounts Payable	RYAN N PATTERSON	305.74
NBAZ - Warrant Clearing Account	Check	1105128	04/19/2022	Accounts Payable	PINAL COUNTY ARIZONA	10,757.00
NBAZ - Warrant Clearing Account	Check	1105129	04/19/2022	Accounts Payable	RANDOLPH PLATT DDS	812.00
NBAZ - Warrant Clearing Account	Check	1105130	04/19/2022	Accounts Payable	POWERSCREEN WESTERN LLC	334,351.30
NBAZ - Warrant Clearing Account	Check	1105131	04/19/2022	Accounts Payable	PREMIUM PROPANE LLC	677.52
NBAZ - Warrant Clearing Account	Check	1105132	04/19/2022	Accounts Payable	GEORGE C PUENTE JR	6.78
NBAZ - Warrant Clearing Account	Check	1105133	04/19/2022	Accounts Payable	QUILL CORP	5,458.91
NBAZ - Warrant Clearing Account	Check	1105134	04/19/2022	Accounts Payable	RHINEHART OIL CO	28,354.69
NBAZ - Warrant Clearing Account	Check	1105135	04/19/2022	Accounts Payable	RICOH USA INC	30.86

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105136	04/19/2022	Accounts Payable	RILEY INDUSTRIAL SERVICES INC	37,635.33
NBAZ - Warrant Clearing Account	Check	1105137	04/19/2022	Accounts Payable	RUSH TRUCK CENTER	6,956.01
NBAZ - Warrant Clearing Account	Check	1105138	04/19/2022	Accounts Payable	SAFELITE AUTO GLASS	234.99
NBAZ - Warrant Clearing Account	Check	1105139	04/19/2022	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1105140	04/19/2022	Accounts Payable	SAFEWAY INC	335.28
NBAZ - Warrant Clearing Account	Check	1105141	04/19/2022	Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO INC	1,889.61
NBAZ - Warrant Clearing Account	Check	1105142	04/19/2022	Accounts Payable	SAN TAN FORD	73,932.27
NBAZ - Warrant Clearing Account	Check	1105143	04/19/2022	Accounts Payable	BRENDA GALE SAVOY	21.76
NBAZ - Warrant Clearing Account	Check	1105144	04/19/2022	Accounts Payable	SECURUS TECHNOLOGIES INC	877.48
NBAZ - Warrant Clearing Account	Check	1105145	04/19/2022	Accounts Payable	ALTON JOE SHEPHERD	118.17
NBAZ - Warrant Clearing Account	Check	1105146	04/19/2022	Accounts Payable	SIERRA PROPANE	4,275.90
NBAZ - Warrant Clearing Account	Check	1105147	04/19/2022	Accounts Payable	SOUTHERN TIRE MART LLC	328.05
NBAZ - Warrant Clearing Account	Check	1105148	04/19/2022	Accounts Payable	SPARKLETT'S WATER	53.25
NBAZ - Warrant Clearing Account	Check	1105149	04/19/2022	Accounts Payable	SPORTS WORLD INC	1,179.00
NBAZ - Warrant Clearing Account	Check	1105150	04/19/2022	Accounts Payable	ST JOHNS CITY	1,266.90
NBAZ - Warrant Clearing Account	Check	1105151	04/19/2022	Accounts Payable	ST JOHNS SUBWAY	235.83
NBAZ - Warrant Clearing Account	Check	1105152	04/19/2022	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	127.50
NBAZ - Warrant Clearing Account	Check	1105153	04/19/2022	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	502.63
NBAZ - Warrant Clearing Account	Check	1105154	04/19/2022	Accounts Payable	ROBERT TAHE	330.00
NBAZ - Warrant Clearing Account	Check	1105155	04/19/2022	Accounts Payable	TEEC NOS POS TRADING CO	185.00
NBAZ - Warrant Clearing Account	Check	1105156	04/19/2022	Accounts Payable	TEN COW COMPANY INC	496.95
NBAZ - Warrant Clearing Account	Check	1105157	04/19/2022	Accounts Payable	THOMSON REUTERS WEST	1,193.54
NBAZ - Warrant Clearing Account	Check	1105158	04/19/2022	Accounts Payable	JOE TOHONNIE JR	850.00
NBAZ - Warrant Clearing Account	Check	1105159	04/19/2022	Accounts Payable	TOWN OF EAGAR	104.35
NBAZ - Warrant Clearing Account	Check	1105160	04/19/2022	Accounts Payable	TOWN OF SPRINGERVILLE	95.55
NBAZ - Warrant Clearing Account	Check	1105161	04/19/2022	Accounts Payable	UNIFIRST CORPORATION	72.34
NBAZ - Warrant Clearing Account	Check	1105162	04/19/2022	Accounts Payable	UNITED INFORMATION SERVICES	8,608.80
NBAZ - Warrant Clearing Account	Check	1105163	04/19/2022	Accounts Payable	VALLEY AUTO PARTS	319.51
NBAZ - Warrant Clearing Account	Check	1105164	04/19/2022	Accounts Payable	VERIZON WIRELESS	608.80
NBAZ - Warrant Clearing Account	Check	1105165	04/19/2022	Accounts Payable	CHRISTINE WAUNEKA	460.33
NBAZ - Warrant Clearing Account	Check	1105166	04/19/2022	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	5,223.19
NBAZ - Warrant Clearing Account	Check	1105167	04/19/2022	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	181.12
NBAZ - Warrant Clearing Account	Check	1105168	04/19/2022	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	119.62
NBAZ - Warrant Clearing Account	Check	1105169	04/19/2022	Accounts Payable	JOYCLYNN WHITTING	300.00
NBAZ - Warrant Clearing Account	Check	1105170	04/19/2022	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	448.97
NBAZ - Warrant Clearing Account	Check	1105171	04/19/2022	Accounts Payable	JAY YELLOWHORSE	1,385.84
NBAZ - Warrant Clearing Account	Check	1105176	04/20/2022	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	343.76
NBAZ - Warrant Clearing Account	Check	1105177	04/21/2022	Accounts Payable	YOLANDA BALDWIN	417.35
NBAZ - Warrant Clearing Account	Check	1105178	04/21/2022	Accounts Payable	ROBIN L DUGAN	417.35
NBAZ - Warrant Clearing Account	Check	1105179	04/21/2022	Accounts Payable	MORIAH HALWOOD	749.23
NBAZ - Warrant Clearing Account	Check	1105180	04/21/2022	Accounts Payable	LETA HONNIE	749.23

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1105181	04/21/2022	Accounts Payable	KENTUCKY FRIED CHICKEN	167.86
NBAZ - Warrant Clearing Account	Check	1105182	04/21/2022	Accounts Payable	MISTY MICHELLE KING	704.33
NBAZ - Warrant Clearing Account	Check	1105183	04/21/2022	Accounts Payable	MONICA G ORONA	196.00
NBAZ - Warrant Clearing Account	Check	1105184	04/21/2022	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	8,000.00
NBAZ - Warrant Clearing Account	Check	1105185	04/21/2022	Accounts Payable	JOSELYN C PRIETO	417.35
NBAZ - Warrant Clearing Account	Check	1105186	04/21/2022	Accounts Payable	RDO EQUIPMENT CO	454.11
NBAZ - Warrant Clearing Account	Check	1105187	04/21/2022	Accounts Payable	ANDREA ROSE VAUGHN	704.33
NBAZ - Warrant Clearing Account	Check	1105188	04/21/2022	Accounts Payable	WRIGHT EXPRESS FSC WEX	849.77
NBAZ - Warrant Clearing Account	Check	1105189	04/21/2022	Accounts Payable	BERNICE BEGAY	367.30
NBAZ - Warrant Clearing Account	Check	1105190	04/21/2022	Accounts Payable	HEATHER VAN DER NOORD	126.79

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

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

Request approval of minutes dated April 5, 2022.

BOS Meeting Date Requested 5/3/22

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

April 5, 2022
Ganado, Arizona

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

Chairman Davis called to order the Board of Supervisors meeting at 8:40 a.m. at the Ganado Road Yard Conference Room, Highway 264 Mile Marker 446.8 in Ganado, Arizona and thanked Supervisor Shepherd for his hospitality in hosting the meeting and welcomed all in attendance.

Chairman Davis called for the Library District items.

Dolly Patterson, on behalf of the Library District, requested approval to accept two anonymous donations in the amount of \$1,500 each; one to Alpine Public Library and one to the Round Valley Public Library. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Dolly Patterson, on behalf of the Library District, requested approval to enter into E-rate contracts with Gila Broadband and NTUAW for internet services for FY2022-23, for each of the seven libraries. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Davis called for the Public Health Services District item.

Stephanie McCarthy, on behalf of the Health District, requested approval of Intergovernmental Agreement 2021-058, IGA Amendment No. 1 for COVID-19 Testing, Contract Tracing and Communication. Ms. McCarthy stated this agreement end date is extended to February 28, 2023, and the contract number is replaced with CTR058656. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Davis called for the regular agenda items.

Mr. Patterson presented the Consent Agenda items A-F, and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** County Manager/Clerk of the Board:
A. Request approval of demands as distributed to the Apache County Board of Supervisors between March 1, 2022, and April 5, 2022. Payee Amount BURNHAM MORTUARY 1,000.00 THE GUIDANCE CENTER 1,000.00 HILLYARD/FLAGSTAFF 1,000.33 POINT EMBLEMS

LLC 1,005.00 GLOBAL SENSORS 1,007.41 JAY YELLOWHORSE 1,010.92 ST JOHNS CITY 1,022.11 FLEET PRIDE 1,025.67 KB WELDING INC 1,025.75 COURTYARD BY MARRIOTT WRIGLEYVILLE WEST 1,034.64 BLUE HILLS ENVIRONMENTAL 1,041.47 REDACTED 1,050.00 CONTRACT PHARMACY SERVICES INC 1,059.59 CONCHOCAN! (COMMUNITY ACTION NETWORK) 1,063.82 AZ DEPT OF HEALTH SERVICES 1,070.00 EMPIRE MACHINERY 1,078.90 ALANE M MOORE 1,079.22 OVERDRIVE INC 1,143.82 ASHTONS REPAIR INC 1,148.86 FUTURE TIRE 1,149.39 4IMPRINT 1,169.60 FERRELLGAS 1,174.35 THOMSON REUTERS WEST 1,193.54 QUALITY CARQUEST 1,199.06 DELL COMPUTER CORPORATION 1,200.13 CRESCENT ELECTRIC SUPPLY CO 1,203.69 QUILL CORP 1,209.61 ULINE INC 1,229.70 AMERIGAS – GALLUP 1,235.55 CONTINUANT INC 1,237.16 AZ DEPT OF HEALTH SERVICES 1,240.00 FRONTIER 1,266.28 FUTURE TIRE 1,283.88 FRONTIER 1,299.34 PREMIUM PROPANE LLC 1,321.31 VERIZON WIRELESS 1,335.03 COLONIAL LIFE AND ACCIDENT INS 1,337.93 COLONIAL LIFE AND ACCIDENT IN 1,337.93 AZ DEPT OF RISK MANAGEMENT 1,354.49 EORP LEGACY 1,360.17 EORP LEGACY 1,360.17 KLINT HEAP 1,406.00 SAFELITE AUTO GLASS 1,419.88 BAUMAN HOME AND AUTO INC 1,450.22 SECURUS TECHNOLOGIES INC 1,460.02 GALL'S INC 1,460.50 BAUMAN HOME AND AUTO INC 1,469.74 HILLYARD/FLAGSTAFF 1,493.26 PREMIUM PROPANE LLC 1,495.43 PREMIUM PROPANE LLC 1,504.12 RIGG LAW FIRM PLLC 1,528.00 AZ SUPREME COURT 1,594.30 QUILL CORP 1,596.80 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,600.02 GENEVA L JACKSON 1,609.00 SECURUS TECHNOLOGIES INC 1,624.55 SUMMIT HEALTHCARE ASSOCIATION INC 1,651.17 WHITE MOUNTAIN PUBLISHING CO 1,654.11 YAZZIE'S AUTO PARTS INC 1,666.95 FLEET PRIDE 1,691.28 NATIONS GAS TECHNOLOGIES INC 1,703.84 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,716.65 WOODLAND BUILDING CENTER 1,753.08 EMPIRE MACHINERY 1,760.25 NAPA 1,774.01 AMERICAN GRAPHICS INSTITUTE LLC 1,790.00 JOSEPH YOUNG 1,800.52 SHOW LOW FORD INC 1,848.22 FRONTIER 1,855.06 FRONTIER 1,855.07 GALLUP LUMBER & SUPPLY 1,858.66 EPIC MOTORSPORTS CORP 1,883.53 GALLUP BLUEPRINT 1,889.00 NAVOPACHE ELECTRIC COOPERATIVE 1,928.90 WRIGHT EXPRESS FSC WEX 1,946.02 VALLEY AUTO PARTS 1,959.24 HIGH COUNTRY PROPANE 1,961.56 SECURUS TECHNOLOGIES INC 1,962.14 WRIGHT EXPRESS FSC WEX 1,973.20 OVERDRIVE INC 1,978.66 SIERRA PROPANE 1,996.95 VERIZON WIRELESS 2,017.35 AZ COUNTIES INSURANCE POOL 2,018.19 CRESCENT ELECTRIC SUPPLY CO 2,043.56 JILL PATTERSON 2,051.48 TYLER TECHNOLOGIES INC 2,080.00 MOVIE LICENSING USA (SWANK) 2,089.00 AZ SUPREME COURT 2,094.83 SIERRA PROPANE 2,099.48 QUILL CORP 2,145.52 HIGH COUNTRY PROPANE 2,268.76 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 2,321.92 NAVOPACHE ELECTRIC COOPERATIVE 2,381.58 QUILL CORP 2,403.80 NATIONAL BANK OF ARIZONA 0186 2,411.09 FUTURE TIRE 2,543.01 PITNEY BOWES 2,544.75 MEAD PUBLISHING 2,575.00 APACHE COUNTY TAX WITHHOLDING 2,592.24 AIR COMM CORPORATION 2,620.93 NAVAJO TRIBAL UTILITY AUTHORITY 2,666.11 DOOLEY ENTERPRISES INC 2,686.22 AMIGO CHEVROLET 2,732.30 SIERRA PROPANE 2,768.28 BOB BARKER COMPANY INC 2,801.60 SUN GLASS LLC 2,899.03 THE AARONS COMPANY LLC 3,000.00 NAVAJO COUNTY FAMILY ADVOCACY CENTER 3,150.00 AZ SUPREME COURT 3,151.84 GALLUP LUMBER & SUPPLY 3,179.26 YAZZIE'S AUTO PARTS INC 3,187.51 BORDER CONSTRUCTION SPECIALTIES 3,207.59

AMAZON CAPITAL SERVICES INC 3,318.59 HUGHES SUPPLY INC (LAKESIDE) 3,334.36 PERFORMANCE AUTO & 4X4 CENTER 3,396.40 AMAZON CAPITAL SERVICES INC 3,424.72 HOME DEPOT 3,607.36 QUILL CORP 3,608.29 SANOFI PASTEUR INC 3,667.89 AZ SUPREME COURT 3,670.75 NAVAJO TRIBAL UTILITY AUTHORITY 3,671.95 PREMIUM PROPANE LLC 3,674.20 SIERRA PROPANE 3,734.54 ASHTONS REPAIR INC 3,742.96 TYLER TECHNOLOGIES INC 3,780.00 NATIONWIDE TRUST FSB 3,782.95 NATIONWIDE TRUST FSB 3,782.95 NATIONWIDE 3,808.93 AMAZON CAPITAL SERVICES INC 3,831.29 CDW GOVERNMENT LLC 3,839.50 GLAXO SMITHKLINE PHARMACY 3,883.54 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 3,896.62 HOME DEPOT 3,914.79 AMERIGAS - GALLUP 3,915.74 PREMIUM PROPANE LLC 3,921.30 TYLER TECHNOLOGIES INC 3,928.97 NATIONWIDE 3,960.86 RHINEHART OIL CO 3,999.25 ALLEGRA 4,009.50 APACHE COUNTY HSA 4,010.76 APACHE COUNTY HSA 4,010.76 HATCH CONSTRUCTION 4,269.71 CDW GOVERNMENT LLC 4,318.80 SUMMIT HEALTHCARE ASSOCIATION INC 4,481.37 ULINE INC 4,496.75 DESERT MOUNTAIN CORPORATION 4,579.53 FRONTIER 4,599.16 FRONTIER 4,600.60 THOMSON REUTERS WEST 4,784.77 THOMSON REUTERS WEST 4,786.00 INGRAM LIBRARY SERVICES 4,817.08 HAMBLIN & ASSOCIATES LLC 4,950.00 PIMA COUNTYMEDICAL 5,000.00 GOSERCO, INC. 5,041.61 VERIZON WIRELESS 5,217.04 WHITE MOUNTAIN COMMUNICATIONS 5,388.66 INGRAM LIBRARY SERVICES 5,650.42 RITE OF PASSAGE INC 5,952.00 BLUE KNIGHT SECURITY LLC 6,350.00 RHINEHART OIL CO 6,464.48 STANTEC CONSULTING SERVICES 6,650.25 PACIFIC PONDEROSA CO INC 6,800.10 LEGATE, PENROD & ASSOCIATES 7,232.00 THE UNIVERSITY OF ARIZONA 7,500.00 AMAZON CAPITAL SERVICES INC 7,636.45 CULLIGAN – PHOENIX 7,982.30 PITNEY BOWES RESERVE ACCOUNT 8,000.00 EMPIRE MACHINERY 8,159.18 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 PUBLIC SAFETY SHERIFF RET 8,814.03 YAVAPAI COUNTY GOVERNMENT 8,850.00 PUBLIC SAFETY SHERIFF RET 8,896.51 MOUNTAIN COMFORT HEATING AND COOLING 9,258.90 NAVOPACHE ELECTRICCOOPERATIVE 9,545.23 CHANGEPOINT INTEGRATED HEALTH 9,900.00 NAVAJO TRIBAL UTILITYAUTHORITY 10,125.12 CORRECTIONS OFFICER RET PLAN 10,577.68 CORRECTIONS OFFICER RET PLAN 10,647.13 NATIONAL BANK 10,853.22 CDW GOVERNMENT LLC 11,783.91 NAVOPACHE ELECTRIC COOPERATIVE 12,110.35 NAVOPACHE ELECTRIC COOPERATIVE 12,592.00 MCCOOK BOILER AND PUMP COMPANY 13,266.15 RHINEHART OIL CO 14,291.99 PUBLIC SAFETY PERSONNEL 401 14,426.61 PUBLIC SAFETY PERSONNEL 401 14,426.61 CDW GOVERNMENT LLC 15,076.87 TRINITY SERVICES GROUP INC 17,757.60 AMAZON CAPITAL SERVICES INC 20,854.80 NICOLL CONSTRUCTION LLC 20,900.00 EAST VALLEY DISASTER SERVICES INC 21,742.46 ADHS AZ HEALTH CARE COST 22,400.00 AZ SUPREME COURT 22,975.83 RHINEHART OIL CO 23,322.40 KIMBALL EQUIPMENT COMPANY 26,658.00 BRAD HALL & ASSOCIATES INC 27,916.89 BRAD HALL & ASSOCIATES INC 29,012.15 RHINEHART OIL CO 35,287.62 ADVANCED CORRECTIONAL HEALTHCARE INC 44,061.72 PACIFIC PONDEROSA CO INC 45,940.19 CATERPILLAR FINANCIAL SERVICES CORPORATION 67,494.56 BRAD HALL & ASSOCIATES INC 82,929.40 EMPIRE MACHINERY 88,274.57 RILEY INDUSTRIAL SERVICES INC 88,682.15 AZ

STATE RETIREMENT SYSTEM 126,518.27 AZ STATE RETIREMENT SYSTEM
126,860.39 APACHE COUNTY TAX WITHHOLDING 152,890.28 APACHE COUNTY TAX
WITHHOLDING 153,710.91 APACHE COUNTY MEDICAL 167,786.02 APACHE COUNTY
MEDICAL 169,708.69 AZLGEBT 321,870.17 AZLGEBT 335,810.89 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 March 1, 2022.
C. Request approval of the adoption of a proclamation and resolution declaring April as Fair
Housing Month in Apache County.

FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing
Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to
provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a
fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I Nelson Davis, Chairman of the Board of Apache County, do proclaim
April as Fair Housing Month in Apache County and do hereby urge all citizens of this community
to comply with the letter and spirit of the Fair Housing Law.

/s/ Nelson Davis, Chairman

Signed this 5th day of April, 2022.

FAIR HOUSING RESOLUTION

2022-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY ADOPTING
A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE
OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO
AFFIRMATIVELY FURTHER FAIR HOUSING.**

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all
applicants for Community Development Block Grant funds certify that they shall affirmatively
further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act)
and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit
discrimination in the sale, rental, leasing and financing of housing or land to be used for the
construction of housing or in the provision of brokerage services, on the basis of race, color,
religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors hereby wish all persons living, working, doing business in or traveling through this County to know that:

discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Apache County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin;

and within available resources Apache County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a complaint with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

that Apache County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that Apache County shall undertake the following actions to additionally "affirmatively further fair housing:"

1. Post this Resolution in Apache County Community Buildings.
2. Make fair housing and housing discrimination information available to the citizens of Apache County.

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON THIS 5th DAY OF APRIL 2022.

/s/ Nelson Davis, Chair of the Board of Supervisors

ATTEST:

/s/ Ryan Patterson, County Clerk

APPROVED AS TO FORM:

/s/ Michael Whiting, County Attorney

D. County Manager: Discussion and possible approval of a resolution designating the month of April as National County Government Month and recognize this year's theme as "Counties Thrive".

Celebrating April 2022 as
National County Government Month
Resolution 2022-01

WHEREAS, counties are one of America's oldest forms of government, dating back to 1634 when the first county governments (shires) were established in Virginia; and

WHEREAS, the nation's 3,069 counties serve more than 300 million Americans with essential services to create healthy, vibrant and safe communities; and celebrating this year's National Association of Counties theme of "Counties Thrive" to spotlight the vital role counties play; and

WHEREAS, Apache County serves approximately 72,000 residents to provide essential services that create resilient, healthy, safe and vibrant communities; and

WHEREAS Apache County employees work diligently and with commitment to innovation and creativity to: build infrastructure, maintain roads and bridges, provide land use and economic development policies, maintain public safety, provide healthcare, administer justice, keep communities safe, run elections, train emergency responders among many other public service functions of our organization; and

WHEREAS, Apache County takes pride in our responsibility to protect and enhance the health, welfare and safety of its wide diversity of people, culture, and landscape in cost-effective ways; and

WHEREAS, in recognition of the leadership, innovation and valuable service provided by our County and its employees;

THEREFORE, be it resolved that in the spirit of encouraging all citizens and organizations to recognize the important role and contributions of Apache County and its employees who work in public service, we do hereby recognize and celebrate April, 2022 as "Counties Thrive" National County Government Month.

Signed this 5th day of April 2022.

ATTEST:

/s/ Nelson Davis
Chairman of the Board

/s/ Ryan N. Patterson
Clerk of the Board

E. District III/Engineering Department: Request approval of a letter of support to receive congressionally directed spending for the MP7.5 - US 180 - County Road 5020 Concho/Snowflake Highway CIR Project. Community Development: F. Request approval to waive the \$300 fee for a Temporary Use Permit allowing the Greer Civic Association, a non-profit organization, to hold their annual Greer Days community event June 10 -11, 2022. Vote was unanimous for Consent Agenda items A-F.

Steve Kizer, Information Technology Director, requested approval of a Telecommunications Service Agreement with Commnet AZ LLC, with a monthly cost of \$1,900 and been budgeted for in FY2022. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, requested approval to accept the Emergency Management Performance Grant EMPG/EMPG ARPA (Award #EMF-2021-EP- 00016S01/18) in the amount of \$298,330.60 and requires a 50% match grant. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, requested approval to eliminate the position of PHEP Manager (Range 46) and create the position of EM Project Coordinator (Range 46) and hire within the salary range. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Geneva Jackson, Chief Deputy Recorder, requested approval to enter onto a contract with Runbeck Election Services Inc., to obtain Ballot printing, mailing services, and other related services. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera requested approval of a 5-year Cooperative Agreement with the U.S. Forest Service to enhance law enforcement services on national forest system lands. **Mr. Shepherd moved approval, seconded by Mr. Shirley**

Chief Deputy Sheriff Roscoe Herrera requested approval to implement the Sheriff's Office Training Payback Agreement. **Mr. Shepherd moved approval, seconded by Mr. Shirley**

Chief Deputy Sheriff Roscoe Herrera requested approval of the State Plan of Operations (SPO) with the State of Arizona to receive excess property from the Department of Defense for law enforcement use on counterdrug & counterterrorism response or disaster related emergencies. **Mr. Shepherd moved approval, seconded by Mr. Shirley**

Ferrin Crosby, County Engineer, requested approval of an Intergovernmental Agreement with the Navajo Nation Department of Transportation to partner on specific road projects. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to award Bid #2022-03 for the purchase of a used crusher for the limestone pit. **Mr. Shepherd moved approval, seconded by Mr. Shirley**

Mr. Patterson requested approval of an Intergovernmental Agreement with Arizona Counties Insurance Pool to provide insurance and insurance related services. **Mr. Shepherd moved approval, seconded by Mr. Shirley**

Mr. Patterson, on behalf of the County Attorney's Office, requested approval to accept \$40,612.20 in funding from the Arizona Criminal Justice Commission as an extension of the FY20 Arizona Coronavirus Emergency Supplemental Funding Program, and will be utilized to

implement the technology needs of the victim compensation program and requires no matching funds are required. **Mr. Shepherd moved approval, seconded by Mr. Shirley**

Mr. Patterson presented notice 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 April 20, 2022, at 3:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on April 20, 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 April 21, 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.

George Iddings, A resident of Greer, addressed the Board with issues he has had trying to get a Conditional Use Permit through the Community Development Department for placing RV's on his property in Greer. Mr. Iddings stated he has concerns with John Freeman, a member on the Planning and Zoning Commission and Mr. Freeman's close affiliation with the Greer Coalition is a conflict of interest.

Michelle Iddings, a resident of Greer, addressed the Board and expressed her frustration trying get their Conditional Use Permit for parking a R.V. on their property and her concern with the actions by John Freeman who is a Commission Member on the Planning and Zoning Commission.

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

Mr. Shepherd moved to adjourn the regular meeting and proceed to the work session, seconded by Mr. Shirley. Vote was unanimous.

Meeting adjourned to the work session on the Apache County redistricting boundaries.

Approved this 3rd day of May, 2022.

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS WORK SESSION
April 5, 2022
Ganado, Arizona

Present were Chairman Nelson Davis, Supervisor Alton Joe Shepherd and County Manager/Clerk of the Board Ryan Patterson. Vice Chairman Joe Shirley, Jr. was excused from the work session.

The work session began immediately following and in conjunction with the regular Board meeting at 9:30 a.m. MST at the Ganado Road Yard Conference Room, Highway 264 Mile Marker 446.8 in Ganado, Arizona.

Chairman Davis presented the item on the work session for discussion regarding the Apache County redistricting boundaries and noted that we did not have legal representation present, and the work session was just to share any updates on the proposed redistricting process.

Mr. Patterson stated he has spoken with the community members in Houck area regarding their concerns with being disenfranchised voters. Mr. Patterson stated at the last work session it was discussed that there was a resolution passed by the Houck Chapter that supported the Houck community being moved into District III boundaries, but he has not seen or received that resolution. Mr. Patterson stated Houck was excited about being in District III for the road yard coverage but was leery about the voting redistricting possibility due to being disenfranchised.

Mr. Patterson stated another concern expressed at the last work session was how the road budget would be disbursed and stated the current road miles for each District are:

District I 351 road miles
District II 405 road miles
District III 798 road miles

Mr. Patterson stated he has spoken with District I regarding Wheatfields moving into District I and believes they are in support of the lines being moved.

A discussion was held regarding the concerns and benefits of moving Houck and Wheatfields to make the numbers right and how the budgets would be impacted by the moving of road miles. Mr. Shepherd stated he wants to be in balance instead of battling out road miles; that it shouldn't be more miles equal more money, it should be equal. Chairman Davis stated logistically speaking, lines straight across road yards are great, but it won't get past legal review for the voting districts; our legal department has already indicated at the last work session that moving Houck into District III won't be approved by the Department of Justice.

Mr. Shepherd stated he would like to see more options presented and see this issue explored more so that we don't disenfranchise the voters.

Chairman Davis stated his concern is, we approve something and then it is not approved by the Department of Justice and then we are past the time frame deadline and end up in a lawsuit. Mr.

Shepherd stated if we get a lawsuit from the Navajo Nation we will deal with it. Chairman Davis stated Katherine Belzowski with the Navajo Nation Department of Justice was present and asked her if she had any insight on the issue.

Ms. Belzowski stated that she has looked and has not seen any maps regarding redistricting on the County's website and Coconino County had 7-9 maps and Navajo County had 3-4 maps showing different redistricting options.

Mr. Patterson responded that the maps were put on the website the same day as the last work session.

Ms. Belzowski stated a section on the website for people to comment would also be helpful.

Ms. Belzowski asked Mr. Patterson who he has contacted at the Navajo Nation Department of Justice regarding the redistricting. Mr. Patterson stated he personally hadn't contacted the Navajo Nation Department of Justice, but the County's legal team has been in contact with them.

Ms. Belzowski stated a way to fix the county's voting precinct problem is to put in voting centers. Mr. Patterson stated he had a conversation with Mr. Leonard Gorman with the Navajo Nation Human Rights Commission recently, and Mr. Gorman had indicated that he is not in support of voting centers on the Navajo Nation.

Mr. Shepherd stated one thing the Navajo Nation needs to understand is, we also must abide by the Arizona Constitution and meet the mandates of the census redistricting.

A discussion was held for the need for another work session to look at some other options for district voting lines.

Work session ended at 9:45 a.m.

Approved this 3rd day of May, 2022.

Nelson Davis
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Emergency Management

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 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 awarded to DFFM.

BOS Meeting Date: May 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 _____

Arizona Department of Forestry and Fire Management
Grant Agreement No. SFA 19-104
Cooperative Forestry State Fire Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona Department of Forestry and Fire Management ("State Forestry" or "State") and ("Sub-grantee"), Apache County (DUNS #08-289-7786), pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-1302.

Subaward of Federal Award # **19DGI1031600-061**, dated **08/26/2019**

The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **August 31, 2022** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **50%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 50%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$8,950.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F. Sub-grantees are subject to audit if their share of federal financial assistance is \$750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt from auditor or nine months from the close of the sub-grantee's fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement processes that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

GIS (Geographic Information System) polygon data is required prior to project start date and at the time of final accomplishment report submission. Data files (Shape file, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s).

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-Grantee Programmatic Contact:

Brian Hounshell
Emergency Management Director
Apache County
P.O. Box 428
St. Johns, AZ 85936-0428
(928) 337-4364
bhounshell@co.apache.az.us

Principal Arizona State Forestry Contact:

Aaron Casem
State Prevention and Mitigation Officer
Arizona Department of Forestry and Fire Management
1110 W. Washington, Suite 100
Phoenix, AZ 85007
602-771-1403
acasem@dffm.az.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<u>John Richardson</u> Forestry Programs Administrator Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 100 Phoenix, AZ 85007 602-771-1420 JRichardson@dffm.az.gov	<u>Nelson Davis</u> Chairman Apache County P.O. Box 428 Saint Johns, AZ 85936 (928) 337-4364

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<u>STATE FORESTRY</u> Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 100 Phoenix, AZ 85007	<u>ACCEPTED BY SUB-GRANTEE</u> Apache County P.O. Box 428 St. Johns, AZ 85936-0428
--	--

Signature

Arizona State Forester

Date: _____

Signature

Print or Type Name

Date: _____

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

0	Admin Section			

1	Proposal Cooperator [AZ]			
	Cooperator Organization:	Arizona Department of Forestry and Fire Management - Northeast District		
	Contact Person:	Kurt Schneider, District Manager		
	Address:	2922 West White Mountain Blvd		
	City:	Lakeside	State:	AZ
	Phone:	928-358-6019	ZIP Code:	85929
		Email:	KSchneider@dffm.az.gov	

1	Applicant Information [AZ]			
	Applicant:	Arizona Department of Forestry and Fire Management		
	Contact Person:	Glen Buettner		
	Address:	1110 West Washington, Suite 1001		
	City:	Phoenix	State:	AZ
	Phone (work/cell):	602-771-1410	ZIP Code:	85007
			Fax:	602-771-1421
	Email:	gbuettner@dffm.az.gov		
	Federal Tax Id:	86-6004791	DUNS#:	809037042

2	Project Information			
	Name of the Project:	White Mountain Prevention and Mitigation Project		
	Community Name(s):	White Mountain Lakes, Eager, Springerville, Concho		
	Counties:	Apache and Navajo		
	Congressional District:	1		

2	GIS Coordinates			
	Ref. Point Name:	White Mountains		
	Lat/Long:	34.276, -109.78		
	Description:	Northeast District Field Office, Vernon		

	Applicant Budget [AZ]			
	Grant	Match		TOTAL
	Funds Requested	Applicant	Non-Federal Contributors	Total Project Cost
3	Personnel / Labor:	\$20,280	\$67,265	\$87,545
	Fringe Benefits:	\$9,532	\$31,615	\$41,147
	Travel:			
	Equipment:			
	Supplies:	\$20,000		\$20,000
	Contractual:	\$233,250	\$17,500	\$400,750
	Other:			
	Indirect Costs:	\$16,936	\$33,618	\$50,554
	TOTAL:	\$299,998	\$282,498	\$599,996

	Budget Narrative
	Grant funding will be used to reduce fuel loading and fire risk on approximately 1013 acres of State Trust Land identified as high priority landscapes within the WUI, Provide Firewise Education/Outreach to residents in the White Mountain Communities through the creation of a Firewise Trailer, and provide funding for an update to the Apache Communities CWPP.
4	PERSONNEL/LABOR: (\$20,280) for expenses of landowner site visits for hazard assessments and fuel treatment prescriptions, project layout and compliance, writing contracts/agreements, and generating reports. Additionally, funds will also be used to pay for staff to plan and coordinate Firewise assessor classes and coordinate community education events using the Firewise trailer. FRINGE BENEFITS: (\$9,532) include employer contributions to insurance, social security, and Medicare. SUPPLIES: (\$20,000) includes purchase of a 7 X 16 Trailer (\$4,800) and trailer outfitting supplies - tables, chairs, awning, marketing displays, etc (\$15,200). CONTRACTUAL: (\$233,250) includes mitigation crews and contractors (\$215,750), and a sub-award to Apache County (\$17,500) to support an update to the Apache Communities CWPP that encompasses 8 WUI communities and surrounding areas adjacent to the Apache National Forest. INDIRECT COSTS: (\$16,936) based on AZ Dept. of Forestry Negotiated Indirect Rate (34%) applied to Non-Contractual Costs.

Project Area Description and Challenges

This project focuses on non-federal lands prioritized in the Apache Communities CWPP for fuels reduction and complements projects being conducted by the USFS and other partners. Targeted areas for mitigation treatments include the communities of White Mountain Lakes, Eager, Springerville and Greer. The Apache Communities CWPP includes the towns of Alpine, Nutrioso, Greer, Springerville, and Eager.

All of these communities are at risk and are within the Wildland Urban Interface. They have a history of catastrophic stand replacing wildfire (Wallow Fire circa 2011, the largest fire in AZ state history). The areas which had burned in the Wallow Fire that are adjacent to these communities have regrown with thick brush and are very susceptible to repeat fire (i.e., 2018 Rattlesnake Fire).

- 5 The communities are classified as WUI intermix/rural conditions. Risk assessment data shows many homes are at high to extreme wildfire risk with lack of survivable space and heavy fuels being the primary issues. These factors along with limited ingress/egress in many areas pose a significant challenge to suppression efforts.

Ongoing challenges include:

- 1) The need for fuel mitigation to focus on creating strategically located fuels breaks and roadside and survivable space treatments around at-risk structures.
- 2) A lack of resources to support local and area-wide wildfire information and education for landowners and visitors.
- 3) An outdated Community Wildfire Preparedness Plan (c.2004) that is in need of update and refreshed analysis.

Relation to Forest Action Plan | CWPP

FOREST ACTION PLAN:

All components of this project directly support Arizona's Forest Action Plan (FAP)

Fuels mitigation treatments, community outreach/education, and Community Wildfire Protection Planning are all identified as high priorities in AZ's FAP.

COMMUNITY WILDFIRE PROTECTION PLAN:

- 6 The primary CWPP for this area is the Apache Communities CWPP (ACCWPP) which currently identifies proposed treatment areas as a high risk areas in need of work (pgs 43-44).

In addition, the adjacent Central Navajo CWPP identifies the White Mountain Lakes/Silver Lakes Estate project area as a priority - High to Moderate Wildfire risk (pg 49).

[NOTE: One component of this proposal is to support an update to the Apache Communities CWPP. Partners believe the identified project areas will all continue to be prioritized for treatment within the updated plan.]

Proposed Activities

The project includes coordinated efforts by multiple partners to achieve 3 goals:

- 1) Continue fuels mitigation in 3 areas of Apache County.
- 2) Improve community education within this high risk Arizona landscape.
- 3) Update an aging CWPP with refreshed analysis and inputs.

1) Fuels Mitigation: builds upon past, current, and planned efforts within the community and on neighboring lands (Apache and Sitgreaves National Forests, BLM, BIA, State Lands, etc.) A total of 1,003 acres of treatment are planned at three sites:

- White Mountain Lakes - Mitigation of 223 acres. This is a community of 2,882 people (5,000 in summer) including the AZ State Fish Hatchery and several other values at risk. The proposed fuel breaks are adjacent to the south and southwest of the community, greatly reducing the risk of wildfire ignitions coming from HWY 60 1 mile to the south and HWY 77 1 mile to the West.

Cover type: Pinion Juniper, grass understory. The treatment will include mastication of 300 ft wide shaded fuel breaks. Areas will be thinned to an average 50 foot spacing leaving a heterogeneous (grassy openings, and clumps) natural mosaic.

- Little Colorado River Project area - Mitigation of 280 acres. This area is adjacent to the Apache National Forest and immediately southwest of the communities of Eager and Springerville which have a combined population of 7,000 people. The project will greatly reduce the risk of fire reaching these communities and will be the last line of defense if a fire were approaching from the southwest from National Forest Land.

Cover Type: Pinion, Juniper, Ponderosa, grass understory. Treatment will include hand thinning, pile and burn, lop and scatter, Pinion Juniper to 50 ft spacing and to 20 ft spacing in Ponderosa Pine, leaving a heterogeneous (grassy openings, and clumps) natural mosaic.

- Norman Brown Project area - Mitigation of 500 acres. The property is adjacent to Highway 61 (a likely ignition point) and will increase resiliency of forest to drought conditions and recent cedar bark beetle outbreak.

Cover Type: Pinion Juniper, Grass understory. Treatment will include mastication (50-100 foot spacing- grassland restoration.)

2) Firewise Trailer and Outreach: This trailer, along with required outfitting and outreach materials, will be assembled and used to support fire departments and communities within Apache and Navajo Counties. Similar packages have been developed for other areas of the state and have proven effective for communications and outreach at local community events. The trailer operation, scheduling, and maintenance will be coordinated between DFFM, the County Emergency Management Offices, and local fire departments within the Northeast District. The Firewise Trailer will be outfitted with signage and outreach materials for use at local events. (36 or more community over 36 month project term)

3) Apache County CWPP Update: Apache County staff in coordination with DFFM, local fire departments, and other cooperators will utilize a contractor and internal resources to update the Apache Communities CWPP. The existing plan includes 8 communities that are adjacent to Apache and Sitgreaves National Forest land which are at elevated risk of wildland fire. The update will refresh goals and objectives that identify structure ignitability, fire prevention/protection, prioritized hazardous fuel reduction, landowners' collaboration, community assistance and Firewise implementation. The updated plan will provide a road map for the area stakeholders to prioritize short and long term projects, and to work together to achieve the collaborative goals.

Landscape

All of these project components are part of a larger landscape scale effort to reduce wildfire risk to the communities of the White Mountains. Coordinated efforts continue to create defensible space and fuel break projects across all ownerships to achieve maximum landscape benefit for communities. Partner agencies are implementing multiple coordinated projects that support the collaborative effort.

Work includes projects such as those by DFFM (Little Colorado Phase 1), Apache County (Whiting Homestead), Navajo County (Vernon Fuels Mitigation), and multiple projects by the Apache-Sitgreaves National Forest (Black River Landscape Restoration) and others. The ongoing Little Colorado project will likely result in a total of 4 to 5 phases totaling 2000 acres in size, bordering US Forest Service, Private, State Trust Lands and is within the WUI of the city of Eager.

And, with a history of major wildland fires and a mix of land ownership in the area (AZ State Trust land, private, AZ Fish and Game, US Forest Service), wildland fire response, prevention and mitigation work has been very collaborative. Local Fire Departments have been very involved with Firewise outreach, Fuels Mitigation funding and implementation, and public education.

Firewise outreach and fuels mitigation implementation have closely followed guidance from Area CWPPs. The updated Apache County CWPP will provide better guidance for fuels mitigation projects moving forward. With a plan to promoting Firewise activities within the forested community of Eager using the completed CWPP, outcomes and benefits of the Little Colorado Project will extend into the community.

Project Collaboration	
9	Multiple partners are supporting this overall effort. Roles include:
	AZ DEPT OF FORESTRY AND FIRE MGT (DFFM): - Staff will manage and implement the three fuels mitigation projects and will provide matching project funds (GRANT: \$215,750 / MATCH: \$282,498 - Match includes contract funds for treatments and required cultural surveys, staff time for crew and contractor supervision, supplies, etc.)
	- Staff will procure and outfit Firewise trailer (GRANT: \$20,000)
	APACHE COUNTY (County): Will coordinate partners and contractors to update the Apache Communities CWPP (GRANT: \$17,500 / MATCH: \$17,500).
FIRE DEPARTMENTS (FDs): Multiple community fire departments will support CWPP update work by participating in meetings, providing data/feedback. FDs will also support Firewise outreach and coordinate trailer events and education activities, (leverage)	

Project Timeline	
10	Anticipated grant award by mid 2019. Planned implementation over 36 months includes:
	1) Mitigation Projects 2019 Q4 - Complete Archaeological Survey at White Mountain Lakes and at Little Colorado project sites. 2020 Q1 - Begin Fuels Mitigation at Little Colorado Project and at Norman Brown Project. 2020 Q2 - Continue Fuels Mitigation at Little Colorado Project and at Norman Brown Project. 2020 Q3 - Begin Fuels Mitigation at White Mountain Lakes project site. 2020 Q4 - Complete Mitigation at Norman Brown project site. 2021 Q1 - Complete Mitigation at Little Colorado River project site. 2021 Q2 - Complete Mitigation at White Mountain Lake project site.
	2) Firewise Trailer & Outreach 2019 Q3 - Assign project/outreach staff 2019 Q4 - Procure Firewise Trailer (trailer 2019 Q4 - Order outfitting and outreach materials 2020 Q1 - Outfit and Supply Trailer Complete 2020 Q2/Q3 - Year 1 Outreach Events (12+ events partnered with communities) - Resupply trailer as needed. 2021 Q2/Q3 - Year 2 Outreach Events (12+ events partnered with communities) - Resupply trailer as needed. 2022 Q2/Q3 - Year 3 Outreach Events (12+ events partnered with communities) - Resupply trailer as needed.
	3) Apache Communities CWPP Update 2019 Q3 - Subaward funds to Apache County for ACCWPP Update. 2020 Q1 - CWPP Meetings and Planning with Cooperators 2020 Q2 - CWPP Meetings and Planning with Cooperators 2020 Q3 - CWPP Update Complete

Project Sustainability	
11	ENVIRONMENT: Prescriptions will reduce fuel loading through removal of surface and aerial fuels; ladder fuels will be removed and slash abated. Prescriptions are designed to create a fire adapted landscape to result in lower intensity fires, create resiliency which will allow treatments to remain viable for 5 to 10 years without major maintenance.
	EDUCATION: With the creation of the Firewise trailer, Communities in the White Mountain area will benefit from an increased Firewise presence through increased Community outreach, fire prevention information, workshops, and home hazard assessments through the Firewise certification process will increase knowledge about wildfire risks and mitigation beyond the grant period of performance.
	COMMITMENT: Local Fire Districts and Counties (Pinetop Fire Department, Vernon Fire Department, Pinedale Clay Springs FD, Apache County, Navajo County etc.) have committed to providing free property assessments for local landowners to share best practices, and are committing to maintaining fuels mitigation projects with state appropriated funds.
	MONITORING: To aid in monitoring, fuels treatment documents will be cataloged and GIS spatial data entered into a geodatabase. Monitoring for project effectiveness will be conducted by DFFM at no cost to the grant. Monitoring site visits will occur beginning at year 5 and another at year 10. CWPP's will be reevaluated by Apache County, DFFM and local Fire Departments partners at least once a year to review progress and priorities and every five years to assess the need for updates.

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

Apache County through its contract with MH Consulting will complete the final draft of the 2014 CWPP revision. The final draft will include updated mapping and pictures of high-risk areas and infrastructure susceptible to wildfire damage. These include municipal water systems for Springerville and Eagar, electricity lines in Nutrioso, Greer, Alpine, and Eagar, recreational sites, rivers, streams, lakes, and roadways. Mapping and pictures are the major tasks associated with the project and will be carried out by the Apache County Drone Program. The drone pilot will work with MH Consulting to fly certain areas. Drone use will be billed as program match.

Feedback from stakeholders will be necessary. Several meetings with fire departments were held during the initial revision. Meetings will take place to review the final draft and ultimately garner feedback from the municipalities, County, fire departments, DFFM, and Forest Service.

Malena Hannah, of MH Consulting, will work closely with Apache County Emergency Management and the Drone Program to carry out the tasks of the project. She will be responsible for conducting meetings, compiling the final draft, and reporting and billing to DFFM. Emergency Management will act as support to scheduling and attending meetings as representatives of Apache County. The Apache County drone operator will support the project through aerial mapping and pictures of priority sites.

Upon completion of the final draft, the document will be printed and bound along with a digital copy. These will be distributed to each stakeholder for reference. The CWPP will be a planning document which can be incorporated into other agency plans such as the Apache County Comprehensive Plan, Vernon Community Plan, etc.

Timeline for this project is as follows:

May 2022- Approval of contract by Apache County BOS

June 2022- Compilation of pictures into draft.

June 2022- First final draft

July 2022- Finalization and compilation of maps.

July 2022- Meetings with stakeholders for final input.

July-August 2022- Second final draft presented to Boards and Councils for concurrence.

August 2022- Signature page complete and sent to DFFM.

August 2022- printing and distribution of final CWPP revision.

August 2022- Final report to DFFM for project closeout.

FORM B – Project Budget Form

Agency Name: Apache County Emergency Management

Total Project Budget (by project category)			
Budget Detail	<u>Grant Share \$</u> (Amount Requested)	<u>Match \$</u> (Contributed by Agency)	<u>TOTAL</u> (Total of Grant and Agency share.)
		Dollars	
Personnel:	\$2,000	\$8,950	\$10,950
Fringe Benefits:	\$0	\$0	\$ 0
Travel:	\$650	\$0	\$ 650
Equipment:	\$0	\$0	\$ 0
Supplies:	\$1,000	\$0	\$1,000
Contractual:	\$5,000	\$0	\$5,000
Other 1:	\$300	\$0	\$ 300
Other 2:	\$0	\$0	\$ 0
TOTAL:	\$8,950	\$8,950	\$17,900

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

(add additional pages if needed). 1500 characters max.

Personnel is budgeted for \$2,000 for County employees to participate in the final draft of the CWPP. This is for 2 FTE at \$25.00/hour each for a total of 80 hours. Their work will consist of scheduling and attending meetings, processing payments and printing and compiling of the final draft including mailing to stakeholders.

Travel is budgeted for \$650 for attendance at the three municipal meeting, two Board of Supervisors meetings, six Fire Board meetings, and one Forest Service meeting. Travel from Saint Johns to these venues is estimated at 1,111 miles for the consultant and Apache County personnel at the current federal mileage rate of \$.585/mile.

Supplies are budgeted for \$1,000 to publish the final plan. This cost consists of paper, toner, flash drives, and a binding machine and supplies.

Contractual services are budgeted for \$5,000 for consulting services provided by MH Consulting and Project Management to carry out the final draft of the CWPP, attend meetings, publish, and report on the project. 100 hours will be billed to Contractual Services at \$50 per hour.

Other: Postage for mailing the final draft to stakeholders \$300 for postage and bubble mailers.

Budget Narrative - Continued

3500 characters max.

Match will come from the drone mapping and pictures to complete the final draft. This is budgeted at \$150 per hour for 20 hours.

Justification for the hourly drone rate is as follows:

\$82,000 Pilot Salary
\$61,000 Drone and Accessories
\$143,000

$\$143,000 / 52 \text{ weeks} / 40 \text{ hours per week} = \68.75

\$68.75
+\$14.00 per hour Fema Rate for pick-up
\$82.75 hourly cost to County

\$28.54 hourly Independent Sector Rate for volunteer labor <https://independentsector.org/value-of-volunteer-time-2021/>

-20% for Gov't Agency

\$22,832 hourly rate for administrative overhead related to insurance and compliance for 3 departments (Engineer, County Manager, Finance)

\$82.75
+\$68,496 ($22.832 \times 3 \text{ departments}$)
\$151,246

Reduced to \$150.00/per hour for ease of bookkeeping.

An additional 100 hours of match will come from the processing of Drone data at \$39.42 per hour. Total match will be \$3,942.

Remaining match will be from the GIS Department data processing for a total of \$2,008.

Personnel Match Breakdown

Drone Operations: \$3,942

Data Processing: \$2,008

Drone Operations: \$3,000

Total: \$8,950

ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – <http://www.ecfr.gov>. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

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 contract, 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 of 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 of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have 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.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, "Responsibilities of Participants

Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)"

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

- a. Associated with performance under this award; or
- b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona Department of Forestry and Fire Management grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the "Grant Reimbursement Form". By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the "Grant Reimbursement Form", the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee's sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match, (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor – may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies – may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) – Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs – Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E.)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable federal Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL		
Project Objectives	Total Project Goal	Previously Reported	+ Current Quarter	= Cumulative Total

Program-Specific Reportables (If applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.
(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. (MAX: 1400 Characters – attach additional materials if needed)

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. (MAX: 1400 Characters – attach additional materials if needed)



**Arizona Department of Forestry and Fire Management
Grant Reimbursement Form**

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: _____
Organization Name: _____
Total Grant Amount: _____ **Total Match Required:** _____
Grant Expiration/End Date: _____ (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	_____	_____	_____
Personnel	_____	_____	_____
Contracted Services	_____	_____	_____
Supplies	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Other	_____	_____	_____
Volunteer time	N/A	_____	_____
In-Kind Contributions	N/A	_____	_____
Total:	_____	_____	_____

Cumulative Project Totals (This period request added to all previous reimbursement requests):

Reimbursable Costs	Match	Total
_____	_____	_____

* As long as the Cumulative **MATCH** meets the required amount, this Reimbursement Period's **REIMBURSABLE** amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature *Title* *Date*

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days



United States Department of Agriculture

AD 1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355. Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 4 CFR Part 418 Appendix A, Certification Regarding Lobbying. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Forest Service determines to award the covered transaction, grant, or cooperative agreement.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

SIGNATURE

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF
SIGNING IN A REPRESENTATIVE CAPACITYDATE SIGNED
(MM-DD-YYYY)

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

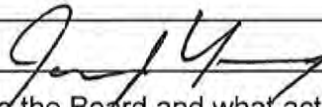
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Attorney

Date/Signature: 4/26/2022



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

Request approval of the updated agreement for legal services with Snell and Wilmer.

BOS Meeting Date Requested 5/3/22

PRE-AGENDA ITEM REVIEW

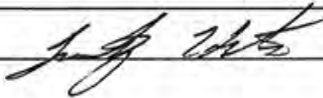
Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Angela Romero/Election Department

Date/Signature: 4/21/22 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 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.

BOS Meeting Date Requested May 3, 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 Election Department

Libertarian Precinct Committeemen

Cancellation of election and appointment of persons(s) who filed
nomination petitions/papers with the Apache County Elections Department

PRECINCT NAME	CANDIDATES
ST. JOHNS	Tanner, Thomas

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 4/21/22 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 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 02, 2022, Primary Election.

BOS Meeting Date Requested May 3, 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 Election Department

Republican Precinct Committeemen

Cancellation of election and appointment of persons(s) who filed nomination petitions/papers with the Apache County Elections Department.

PRECINCT NAME	CANDIDATES
CANYON DE CHELLY	Barwick, Alan
CONCHO	Avenenti, Ann
	Cosay, Ramsey
	Heath, Margaret
	Rapolla, Justine
	Snodgrass, Helen
	Staffnik, James (Jim)
	Zawacki, Constance
	Zawacki, James
CORONADO	Carpenter, Ross
	Oveson, Brandi
	Overson, Flora (Cookie)
	Wiltbank, Carl
EAGAR	Clark, Robert
	Kiehne, Gary L.
	Udall, Myrna
HOUCK	Goodluck, Teresa
	Schell, Karen
NUTRIOSO	DeWitt, Angela
PUERCO	Noggle, Ina
ROUND VALLEY	Elmer, Brett
	Donaldson, Marcelle
ST. JOHNS	Carolyn Bond
	Delos Bond
	Roger Rothlisberger
	Joseph Stradling
SPRINGERVILLE	Earl Cochran
WIDE RUINS	Konheiser, Julia

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 4/21/22 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 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.

BOS Meeting Date Requested May 3, 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 Election Department

Democratic Precinct Committeemen

Cancellation of election and appointment of person(s) who filed nomination petitions/papers with the Apache County Elections Department

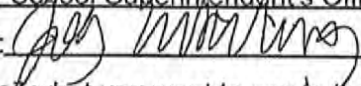
PRECINCT NAME	CANDIDATES
CONCHO	Beetham, Toni
	Day, Marlena
	Kunnecke, Mike
	Lund, Chanda
FT. DEFIANCE	Arviso, Juan
	Arviso, Katherine D.
	Dahozy, Louva
	Fulton, Lenora Y.
	Wauneka, Dinah D.
GANADO SOUTH	Tracy, June
HOUCK	Murphy, Maggie
ST. JOHNS	Rogers, Paul
ST. MICHAELS	Begay, Steven
	Jim, Guyanna
	Joanne Peshlakai
SAWMILL	Marshall, Lorencita
TEEC NOS POS	Watts, John
	Weaver, Priscilla
VERNON	Dotson, Virginia
WINDOW ROCK	House, Pamela
	Parrish, Rosie
	Tsosie, Margie
	Whitehair, Jr., Rosaline (Roz)

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

APACHE COUNTY BOARD OF SUPERVISORS

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

Apache County School Superintendent's Office

Date/Signature:  4-16-22

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 consulting contract between Jill Winn, School Finance Expert, and Apache County
Superintendent's Office. This contract will not affect the FY23 budget.

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 SCHOOL SUPERINTENDENT'S OFFICE
PROFESSIONAL SERVICES CONTRACT**

CONTRACTOR NAME: Jill Winn

ADDRESS: 5008 W. Gardenia Ave
Glendale, AZ 85301

This Professional Services Contract is between the Apache County School Superintendent's Office (Superintendent's Office) and Jill Winn, 5008 W. Gardenia Ave, Glendale, AZ 85301 (Contractor).

REPRESENTATIONS

WHEREAS, the Superintendent's Office desires to provide the highest level of scholastic service and educational opportunities to each school, administrator, educator; and most importantly, all students in Apache County; and,

WHEREAS, with the current Covid-19 pandemic, distance and virtual learning are more important than ever, and in an effort to better serve the children of Apache County in such a learning environment; and,

WHEREAS, the Superintendent's Office is statutorily required to provide certain education on financial services to various school districts within the county; and,

WHEREAS, Contractor has extensive experience in the field of school finance, and also has knowledge and experience in school relations with many entities, including Arizona counties and school districts; and

WHEREAS, the Superintendent's Office and Contractor desire that this Contract govern the terms and conditions under which the Contractor will provide services to and for the Superintendent's Office;

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

AGREEMENT

1. TERM

The term of this Contract shall be one year from the date of its execution. Following the initial term, this Contract may be renewed for three (3) additional annual terms by written amendment executed by each party.

2. SCOPE OF WORK

Subject to the terms and conditions of this Contract, the Contractor agrees to provide the following services to and for the Superintendent's Office via telework, distance commuting and in-person instruction to assist and guide the Superintendent's Office in complying with its statutorily required education and financial services to various school districts within the county; along with school finance duties, and school relations with various entities, including Apache County and its school districts. Contractor will provide all necessary personnel, supplies, materials and equipment necessary to perform services under this contract.

3. INDEPENDENT CONTRACTOR

Contractor and the Superintendent's Office understand and acknowledge that the Contractor is an independent contractor and neither the Contractor, nor any staff utilized under this Contract, are employees of Apache County. The benefits to which the Contractor, and her staff, are entitled are limited to those expressly set forth in this contract. No other rights or benefits are conferred upon the Contractor, or staff, by this or any other contract, or policy, including the Apache County Personnel Policies and Procedures. No agency, employment, partnership or joint venture is intended to be created by this Contract. Neither the Contractor nor the Superintendent's Office will take any action or position that is inconsistent with those descriptions of the relationship.

Contractor is responsible for all state and federal tax filing requirements, insurance and workers compensation coverage, as well as any other state or federal requirements that may apply to an independent contractor. The Superintendent's Office is not responsible for payment of any payroll, F.I.C.A., or Federal, State or Tribal taxes due as a result of any compensation paid to the Contractor by the Superintendent's Office for the services provided under this Contract. The Contractor further agrees that it will indemnify, defend, and hold harmless the Superintendent's Office for any claims made by any taxing or employment benefits authority for any tax or benefit payments not made to or on behalf of the Contractor for services under this Contract.

4. COMPENSATION

The Superintendent's Office shall compensate the Contractor for services at a rate of One Hundred Fifty (\$150) Dollars an hour, with the total annual compensation to be paid under this contract not exceeding \$10,000.00 (Ten Thousand) dollars during the term of this contract. The contractor shall be reimbursed at the normal government rates for mileage (or a daily rental car with fuel costs), lodging & meals; not to exceed \$5,000 (Five Thousand) in any contractual year.

5. INVOICE SUBMISSION

The Contractor shall provide an original itemized invoice and activity report to the Superintendent's Office, by regular mail (and hand delivery if desired) by at least the fifth day of every preceding month for which services are provided. Each invoice shall contain the following information: (1) The Contractor's name, (2) address, (3) invoice date, (4) a brief description of services being billed; and, (5) the dates of service and hours/time spent

6. CONFIDENTIALITY

The Contractor acknowledges that in the course of performing the services described herein, the Contractor, and staff, may receive information or materials from the Superintendent's Office, which are proprietary and confidential. The Contractor, and staff, agree to keep that information confidential and not disclose any such information to any third party without the express, prior, written authorization of the Superintendent's Office.

All files, records, reports, financial information, documents and similar items relating to the business of the Superintendent's Office, whether prepared by the Contractor or otherwise coming into possession, shall remain the exclusive property of the Superintendent's Office and shall not be removed from the premises of the Superintendent's Office under any circumstances whatsoever without the prior written consent of the Superintendent's Office. Nor shall such files, records or other items be copied, assigned or transferred to any individual without the written consent of the Superintendent's Office.

When working in Apache County and the Superintendent Office facilities, Contractor staff are considered members of the Superintendent's Office workforce under the terms of this contract, and will comply with all applicable provisions of the personnel policy, as amended and implementing regulations, and confidentiality policies and procedures, and applicable provisions of the Privacy Act.

7. GOVERNING LAW AND RESOLUTION OF DISPUTES AND CLAIMS

This Contract shall be governed by and construed in accordance with the laws of the state of Arizona. Any controversy or claim arising out of, or relating to this Contract, or the making, performance or interpretation thereof, shall be settled by Apache County's administrative processes, then binding arbitration as a last resort.

8. EFFECT OF DISPUTE PROCEDURES

Nothing in the Governing Law and Resolution of Disputes and Claims clause, set out in paragraph 7 or any other provision in this Contract shall be construed to impose a duty on the Superintendent's Office to waive or diminish any protection the Superintendent's Office may have under the laws of the state of Arizona, nor shall this dispute resolution process or any part of this contract be construed to imply any liability on the part of the Superintendent's Office for any failure to consider all contract disputes fairly, accurately or honestly. Notwithstanding anything to the contrary contained herein, no provision of this Contract shall limit, reduce, or waive any legal redress Contractor may otherwise have available to collect monies due under the Contract.

9. INSURANCE, LIABILITY & INDEMNIFICATION

Each party shall obtain and maintain such liability insurance as is reasonable and prudent, and as required by law. Each party is responsible for its own negligence, torts, and other liability as it may incur under this Contract.

Each party agrees to indemnify and hold harmless the other party, its directors, officers, employees and agents from and against any and all claims, actions, liabilities or damages incurred directly as a result of any act or omission arising out of services provided under this Contract. The Superintendent's Office duty to indemnify is limited to the extent liability for any act or omission of the Superintendent's Office, its staff or agents, is not covered by the Federal Tort Claims Act (FTCA) or other policies of insurance. Nothing contained herein shall be deemed as a waiver of the Superintendent's Office right to assert that a claim is covered by the FTCA.

10. AMENDMENT OF CONTRACT

The Contract may be amended in writing at any time by mutual agreement of the parties. In addition, this Contract shall be periodically reviewed by the Superintendent's Office to determine if a continuing need exists for the services provided hereunder. Any amendment or revision to this Contract shall be evidenced by a written amendment to this Contract, a revised

Contract modifying this Contract, or by the issuance of a superseding Contract. No amendment or revision of this Contract shall affect any Delivery/Task Orders entered into between the parties in which this Contract has been incorporated by reference. No such amendment shall have retroactive effect unless mutually agreed to in writing by the parties.

11. ATTORNEY FEES AND FORUM SELECTION

In the event of any dispute between the parties resulting in litigation, the prevailing party shall be entitled to reasonable attorney fees and expenses and collection costs. All disputes, actions and claims arising from or related to this contract shall be subject to the exclusive jurisdiction of Apache County and the state of Arizona courts.

12. TERMINATION

Either party may terminate this Contract, with or without cause, by giving thirty (30) days written notice to the other party (as required by this contract). The Contractor shall receive such compensation as is reasonably due for work completed before the date of termination; no compensation beyond that amount shall be due.

At the termination of the Contract, Contractor shall provide the Superintendent's Office with all documents, records, and other materials and supplies belonging to the Superintendent's Office, which are in the Contractor's possession.

13. NOTICE

Any notice by either party to the other shall be personally delivered to the party or sent by overnight delivery service (i.e., Federal Express, Express Mail, UPS, etc.) or by certified mail, return receipt requested, to the address set forth herein for that party, or to such other addresses as any party may from time to time specify in writing and delivered pursuant to this paragraph.

Notice sent by mail as herein provided shall be deemed given on the first day following the day postmarked unless the first day falls on a Sunday or a legal holiday, in which case notice will be deemed given on the next business day.

For Apache County School Superintendent's Office:
The Apache County School Superintendent's Office
ATTN: Joy Whiting; M.S., County School Superintendent
P.O. Box 548
St. Johns, AZ 85936

For the Contractor:
Jill Wenn
5008 W. Gardenia Ave
Glendale, AZ 85301

14. THIRD PARTIES

This Contract does not convey rights to any third parties.

15. CERTAIN EVENTS

Neither party will be deemed in breach of this Contract if its failure to perform under this Contract is caused by conditions beyond its reasonable control (for example, fire, natural disaster, labor strikes, etc.).

16. MISCELLANEOUS

Assignment. There shall be no assignment of this Contract or any rights hereunder, without prior, express, written approval of both parties.

Entire Agreement. This Contract contains the entire agreement between the parties and supersedes all offers, negotiations and prior agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein.

Severability. Should any part of this Contract be declared invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, such invalidation shall not affect the validity of the remaining provisions hereof, which remaining portion shall continue in full force and effect. The unenforceability, invalidity, or illegality of any provision of this Contract does not render any other provisions unenforceable, invalid, or illegal.

Authorized Signatory. Each party signing this Contract certifies that he/she is authorized to do so and to fully bind the party for which he/she is signing to the terms contained herein.

17. DUPLICATE ORIGINALS

Two duplicate originals of this Contract are being signed, either of which may serve as the original Contract, but which together will constitute the same Contract.

IN WITNESS WHEREOF, we have signed this Contract on the date(s) set forth below.

CONTRACTOR

Jill Winn, Contractor

Date

APACHE COUNTY BOARD CHAIRMAN

CHAIRMAN; Apache County Board of Supervisors

Date

APACHE COUNTY SCHOOL SUPERINTENDENT

Joy Whiting; M.S., County School Superintendent

Date

APACHE COUNTY ATTORNEY'S OFFICE (Reviewed as to form)



County Attorney or Designee,
Apache County Attorney's Office

4/4/2022

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: Dale Harris 5.3.22

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 additional documentation with Navajo Nation related to the specific IGA
approved by the Board of Supervisors on April 5, 2022.

BOS Meeting Date Requested 5/3/22

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

From: Ardaniel Begay <abegay@navajodot.org>

Sent: Wednesday, April 20, 2022 11:58 AM

To: Ferrin Crosby <cfcros@co.apache.az.us>

Cc: Garret Silversmith <gsilversmith@navajodot.org>; Norma Bowman <nbowman@navajodot.org>; Darryl Bradley <dbradley@navajodot.org>; Priscilla Lee <plee@navajodot.org>; Joseph J. Peterman <jpeterman@navajodot.org>

Subject: [EXTERNAL]New Apache County Master IGA

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

Mr. Crosby,

Thank you very much for providing the new Master IGA between Apache County and Navajo DOT. Again, I will work on getting the agreement signed by President Nez. Please provide the following documents that are required as part of the review process:

- o W-9 (Rev. 10-2018)
- o NN Debarment & Suspension form
- o Affidavit of Non-Collusion
- o Insurance Certificate

Let me know if you have any questions. Thank you.

Ardaniel Begay, Principal Contract Analyst

Navajo Nation Division of Transportation



PO Box 4620

Window Rock, AZ 86515

Tel: 505.371.8351

Fax: 505.371.8399

AFFIDAVIT OF NON-COLLUSION

For Engineering/Construction services for Various IGA Projects
Architectural, Engineering, Design/build, Construction, etc Description of Project

Located within the Apache County Boundary of the Navajo Nation

State of ARIZONA)ss.

County of APACHE)

Affiant: Nelson Davis, being first duly sworn, hereby deposes and says:

1. That he/she is the Chairman of Apache County Board of Supervisors, the Business Entity
Owner, Partner, Officer, Representative, Agent Company, Firm, Partnership, etc.
has Submitted/is Submitting to the Navajo Nation a Proposal or Statement of Qualifications (SOQ) or Bid for the above-named project;
2. that Affiant is fully informed with respect to the preparation and contents of the Proposal/SOW/Bid submitted by said Business Entity for the above-named Project, and with respect to all pertinent circumstances regarding the submission of said Proposal/SOQ/Bid to the Navajo Nation;
3. that he/she is authorized to represent said Business Entity for purposes of the declarations set forth herein, and that all such declarations are made on behalf of said Entity and all of it's owners, partners, officers, members, employees, officials, agents, or parties-in-interest;
4. that said proposal/SOQ/Bid is genuine and not collusive or sham;
5. that said Entity has not in any manner colluded, conspired, connived, or agreed, directly or indirectly, with any other entity, bidder, or person, to submit a sham proposal/SOQ/Bid to the Navajo Nation in connection with the proposed Contract for which said Proposal/SOQ/Bid was submitted, or to refrain from submitting a Proposal/SOW/Bid to the Navajo Nation in connection with the proposed Contract;
6. that said Entity has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any other entity, bidder, or person, to fix any price, fee relating to any Proposal/SOQ/Bid of Entity or of any other entity, bidder, or person, or to fix any price, overhead, profit, reimbursement, or cost element of said Proposal/SOQ/Bid, or of that of any other entity, bidder, or person;
7. that said Entity has not, through any collusion, conspiracy, connivance, or unlawful written or oral agreement-secured any advantage against the Navajo Nation or against any other entity, bidder or person interested in the proposed Contract for the above-name Project;
8. that all statements set forth herein, and in said Proposal/SOQ/Bid submitted to the Navajo Nation are true.

Signature of Affiant: _____

NOTARY:

Printed name of Affiant: Nelson Davis

title of Affiant: Chairman

name of Business Entity: Apache County

Board Of Supervisors

type of Entity (LLC, Partnership, etc): Government

address of Business Entity: _____

75 West Cleveland St, Saint Johns, AZ 85936

Business Entity's EIN: 86-6000385

Subscribed and Sworn to before me this _____

day of _____, 20____

Notary Signature: _____

My Commission Expires _____, 20____

NAVAJO NATION CERTIFICATION
Regarding Debarment and
Suspension

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

Apache County

75 West Cleveland St

Saint Johns, AZ 85936

Name & Signature of Applicant

Nelson Davis

Type or Print Name

Signature

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

APACHE COUNTY

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

COUNTY GOVERNMENT (POLITICAL SUBDIVISION)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 428

6 City, state, and ZIP code

ST. JOHNS, AZ 85936

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 6 - 6 0 0 0 3 8 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

John C. Anderson

Date ► 01/12/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

~~District III~~ / Engineering

Date/Signature

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

Request approval to submit letter from District III to Congressman O'Halleran's office to request a conveyance of approximately ^{10.62 Acres} ~~8.25 Acres~~ of USFS land adjacent to the Alpine Cemetery for the cemetery expansion.

BOS Meeting Date Requested 05-3-2022

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed; item approved for Agenda.

Supervisor/Board Clerk's Initials

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

May 3, 2022

Honorable Tom O'Halleran
318 Cannon House Office Building
Washington, DC 20515

RE: Request for Congressional Land Delineation

Dear Congressman O'Halleran,

I am writing to request your help in receiving a Congressional land delineation from the U.S. Forest Service for 8.06 acres in the Apache-Sitgreaves Forest for the Alpine, AZ cemetery. For nearly a century and a half, families in Alpine have been able to lay their family members to rest in the community where many lived and raised their families. Unfortunately, the cemetery has reached its capacity. Families are now seeking burial locations in other communities for their loved ones who have passed. This is causing undue stress and hardships on the residents of Alpine. Therefore, I am respectfully asking your help to find an expedient solution to this pressing issue.

The existing Alpine cemetery is 2.56 acres, which is leased from the USFS and abuts the Apache-Sitgreaves National Forest. It is estimated that the cemetery would need to expand an additional 8.06 acres to accommodate current and future community burial needs bringing the total cemetery size to 10.62 acres (see Exhibit, Alpine Cemetery Townsite).

This request comes as a partnership between the community of Alpine, Apache County, and the Apache-Sitgreaves Forest. Apache County's Public Works Department has spent several years working with many of the Alpine District Rangers in an effort to identify possible options for the cemetery's expansion. After many attempts to acquire the expansion by use of the townsite act, it ultimately proved to be expensive, time consuming and burdensome. Alpine residents do not have any more time to find a solution and only meager funding that is collected to maintain the cemetery grounds. The mental and emotional stress experienced in this community is palpable. Your intervention on this issue is urgently requested.

Apache County, the Apache-Sitgreaves Forest, and the community of Alpine are committed to working together to find a solution to this challenge. We are asking your help to pass legislation authorizing a Congressional land delineation of 10.62 acres within the Apache-Sitgreaves Forest for the existing and expanded Pinedale cemetery. I look forward to working with you and your staff on this issue.

Sincerely,

Nelson Davis
Chairman of the Board
Apache County

Cc: Jeffrey Rivera, District Ranger, Alpine Ranger District
Alpine Cemetery Committee – Bobby Fite

Encl: Exhibit Alpine Cemetery Townsite

1. <u>Project Name</u>: <u>Project A</u> 2. <u>Project Manager</u>: <u>John Doe</u> 3. <u>Project Start Date</u>: <u>01/01/2023</u> 4. <u>Project End Date</u>: <u>12/31/2023</u> 5. <u>Project Budget</u>: <u>\$1,000,000</u> 6. <u>Project Status</u>: <u>In Progress</u> 7. <u>Project Location</u>: <u>New York, NY</u> 8. <u>Project Description</u>: <u>Develop a new software application for the company's internal use.</u> 9. <u>Project Objectives</u>: <u>Develop a new software application that improves the company's internal processes and reduces the time and cost of operations.</u> 10. <u>Project Deliverables</u>: <u>A new software application that is easy to use, efficient, and secure.</u> 11. <u>Project Risks</u>: <u>There is a risk that the project will be delayed or that the software will not meet the company's requirements.</u> 12. <u>Project Stakeholders</u>: <u>The project stakeholders include the company's management, the project team, and the end users.</u> 13. <u>Project Communication Plan</u>: <u>The project communication plan includes regular meetings with the project team and the end users, as well as a project website and a project newsletter.</u> 14. <u>Project Change Management Plan</u>: <u>The project change management plan includes a process for identifying, evaluating, and approving changes to the project.</u> 15. <u>Project Closure Plan</u>: <u>The project closure plan includes a process for finalizing the project, including the completion of all deliverables, the release of resources, and the final evaluation of the project.</u>
--

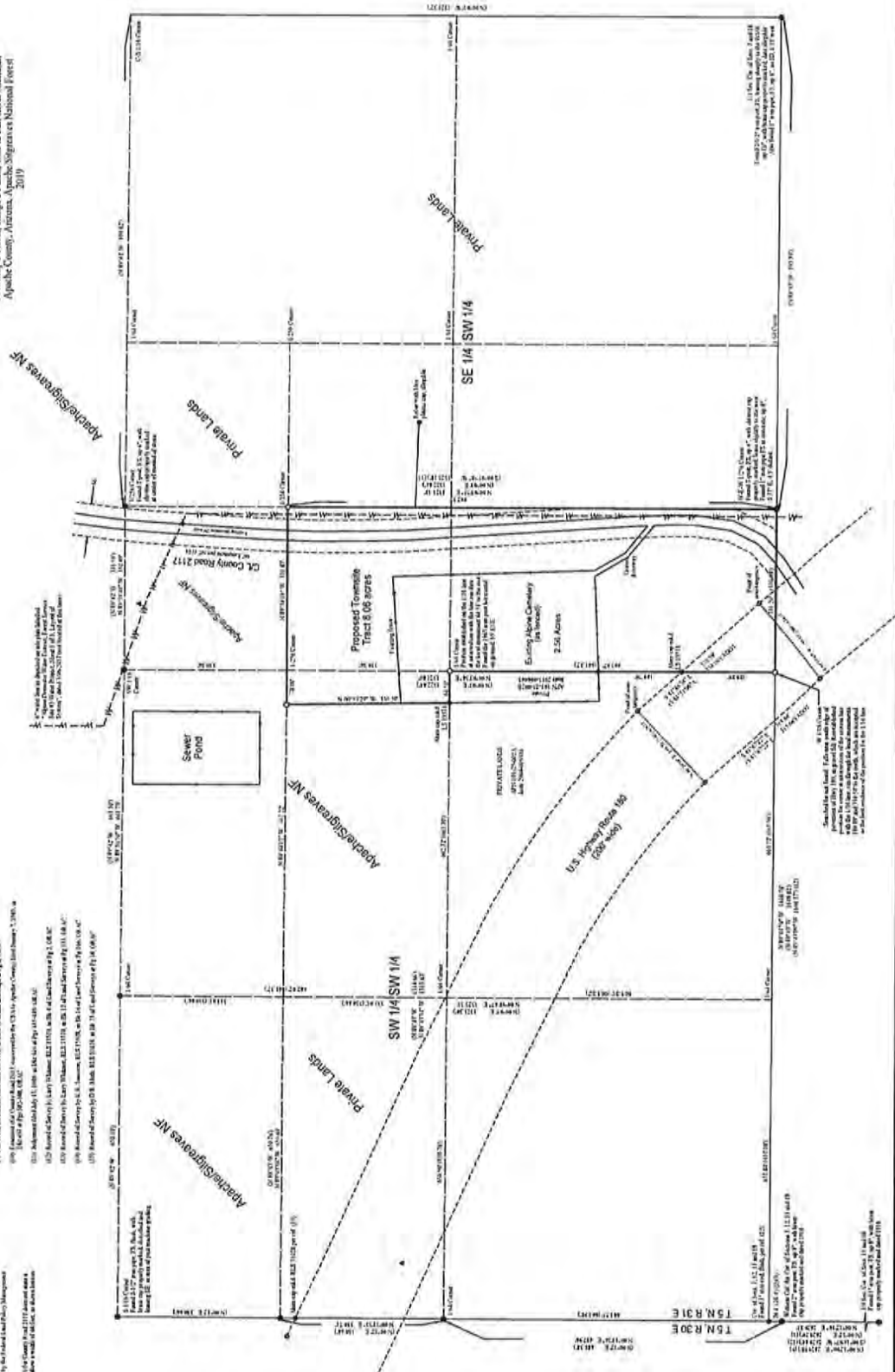


- (1) *Case of Land Office Supplement Part of Sec. 7, T. 3 N., R. 10, E., A. 5 B. M., approved Aug. 24, 1900*
- (2) *Case of Land Office P. 2, C. 2 Gold mine of the University and Indians of Arkansas, at T. 3 N., R. 10 E., A. 5 B. M., by Mr. C. E. Kessler, U.S. Surveyor, in 1904, approved August 2, 1910*

- [illegible]

[illegible]

- J. Polym. Sci. Part A: Polym. Chem.* **30**, 697-708 (1992).

[illegible]

**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 contract with Automated Merchant Systems. This module provides payments processing through Automated Merchant Systems (AMS) and gateway integration to the Eagle Recording database through BridgePay. The service/convenience/credit card payment processing fees are collected by the AMS Payment Processor. There is not any fees to the County for implementing AMS Payment Processor as part of Eagle Recording's online and over-the-counter payment processing module.

BOS Meeting Date Requested 05/03/2022

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 _____



MERCHANT PROCESSING AGREEMENT APPLICATION AND FEE SCHEDULE

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP:	Nancy Murphy 1030	DATE:
------------	--------------	-------------------	-------

Corporate/ Legal Name: Apache County		Federal Tax ID Number: 86-6000385	
Address (Physical Location): 75 West Cleveland Street		Mailing Address: PO Box 425	
City: St. Johns	State: AZ	Zip: 85936	
City: St. Johns	State: AZ	Zip: 85936	
Business Phone #: (928) 337-7515	Fax #: (928) 337-7676	Website Address: www.apachecountyaz.gov/Recorder	

TYPE OF BUSINESS: <u>Government</u>	CHAIN MERCHANT ☒ YES ☐ NO
NUMBER OF YEARS IN BUSINESS: <u>20+ Years</u>	BUSINESS LICENSE #: _____

CURRENT PROCESSOR: _____	POS DEBIT: ☒ NO ☐ YES	NETWORK: _____
--------------------------	--	----------------

(Z) Star MAC (W) Star East (Q) Star West (G) Interlink (B) Maestro (K) EBT

TRADE REFERENCES:		
Company: _____	Contact: _____	
Phone: _____ Fax: _____	Account Type: _____	
Company: _____	Contact: _____	
Phone: _____ Fax: _____	Account Type: _____	

Authorized Signer (First): MI: Last: Geneva Jackson	Title: Chief Deputy Recorder	Phone Number: (928) 337-7949	Email Address: gjackson@co.apache.az.us
Alternate (First): MI: Last: Larry Noble	Title: County Recorder	Phone Number: (928) 337-7120	Email Address: lnoble@co.apache.az.us
Alternate (First): MI: Last:	Title:	Phone Number:	Email Address:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

☐ By checking this box, Merchant opts out of accepting American Express.

THE MERCHANT PROCESSING AGREEMENT IS EFFECTIVE UPON THE SIGNING BY MERCHANT AND AUTOMATED MERCHANT SYSTEMS, LLC			
Merrick Bank Corporation		Automated Merchant Systems, LLC	
By: _____	04-13-2022	By: _____	04-13-2022
135 Crossways Drive North, Suite A Woodbury, NY 11797	Date	1071 S Sun Drive, Suite 2001 Lake Mary, FL 32746 407-331-5465	Date

The Government and Education Fee Schedule

You understand and acknowledge that you have elected to participate in the Government and Education Program provided by the Payment Brands (the "Program"). The Program allows registered and approved merchants (approved Merchant IDs or MIDs) to assess a variable service fee (a "Service Fee") on certain debit and credit card transactions. Registration and participation in the Program are subject to approval by the applicable Payment Brands and you acknowledge that you may not be eligible to participate in the Program. If registration and Payment Brand approval is obtained, you agree to comply with all Program requirements. ISO may terminate, amend, modify or otherwise alter this Agreement, the Program, or the structure, nature or amount of the Service Fee at any time with written notice to you. You authorize and direct Member Bank to settle the proceeds received for Service Fees into the ISO's bank account. In the event that you receive any portion of the Service Fees, you agree to promptly pay such amounts to ISO. **Service Fees collected by ISO are identified in the AMS – Merrick Location Addendum form, will be retained by ISO and you will not be responsible for the payment of any interchange fees, assessments and other third-party charges charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable to your Card transactions other than Penalties (collectively, "Third-Party Costs") with the exception of the fees listed below ("Fees").** Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay the Early Termination Fee (as defined in this Agreement), if applicable, pursuant to Section 10 of the Payment Processing Agreement.

Chargebacks, ACH Returns and Optional Reporting Item Costs

Chargebacks	ACH Rejects	Optional Reporting Fee
\$ 15.00	\$ 30.00	\$ 8.00

Early Termination Fee See Section 10.

In the event a customer disputes, refuses to pay and/or charges back the Service Fee amount to ISO, Merchant is responsible for collecting and paying the Service Fee and the Chargeback Fee to ISO.

ACH Processing Fees for Service Fee Merchant Accounts

Setup Fee	Monthly Access Fee	Transaction Fee	Transaction Return Fee	Transaction Re-deposit Fee
\$ waived	\$ 0.00	\$ 1.50	\$ 5.00	\$ N/A

The Transaction Return Fee and Optional Transaction Redeposit Fee is paid by the Merchant.

Merchant:	Apache County		
Signature of Authorized Signer		Date	
Print Name		Title	



MERCHANT SIGNATURE AUTHORIZATION

Name of Entity: Apache County

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement. These persons also have the authority to perform the duties and functions defined in 2, 3 and 4 below.



TITLE	PRINT NAME	SIGNATURE
Chief Deputy Recorder	Geneva Jackson	
County Recorder	Larry Noble	

2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement and any additional merchant location forms.
3. Both AMS and Merrick Bank may rely on the authority granted in this certification and the undersigned official represents and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification to perform ongoing organizational processes and updates:



TITLE	PRINT NAME	SIGNATURE
Administrative Assistant III	Danee Roan	



I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ Print Name: _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

☐ NO ☐ YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here: _____ (initials)

☒ Debit Cards: V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

*For details on how these transactions are handled at each level, please refer to your Merchant Operating Guide.

☒ Other Cards: V/MC/DISC/AMEX (business credit/debit, consumer credit, & all foreign issued cards)



This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, LLC ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), Mastercard International ("Mastercard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third-party service providers (AMS and such third-party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. **Services.** Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

2. **Payment Brand Regulations.** All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, Mastercard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your services' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third-party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third-party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all fines, charges, penalties, assessments and all other costs, expenses and indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third-party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, ISO and/or Member Bank to the extent that such Penalties are attributable to, arise out of, or are related to your (i) Card transaction processing or business, or (ii) your breach or alleged breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third-party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third-parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third-party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

3. **Fees.** The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees from time to time upon ten (10) days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) third-party fees and charges incurred by ISO and/or Member Bank which are attributable to your Card transactions other than Penalties (collectively, "Third-Party Costs"), for which you are responsible hereunder, and (iii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third-Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third-parties regularly add new Third-Party Costs, change the rates for existing Third-Party Costs, or change the qualification criteria for existing Third-Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect Third-Party Costs.

4. **Card Transactions.** In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you ("Account(s)") any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

5. Your Bank Account

a. You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, for which you are responsible hereunder, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third-Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).

b. All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third-Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.

c. If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.

d. If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.

e. If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

6. Display of Service Marks, Advertising and Promotional Materials

a. You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.

b. You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.

c. You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.

d. Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.

e. Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.

f. All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

7. **Term.** This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Term or Term, as applicable. Notwithstanding the foregoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.

8. **Events of Default.** An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale;

(g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of forty five (45) consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

9. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

10. Early Termination Fee. For purposes of this Section 10, an "Early Termination Event" shall mean: (i) a termination of this Agreement by Member Bank or ISO following an Event of Default specified in Section 8 above (ii); a termination of this Agreement by you for any reason whatsoever, other than following written termination notice given by you pursuant to Section 7 or 12; or (iii) your deposit or submission of any of your Payment Brand branded transactions with any entity other than Member Bank. Your payment of the monthly minimum Fees shall not fulfill your obligation to ISO. The parties agree that the actual damages which will result to ISO from an Early Termination Event are not readily ascertainable as of the effective date of this Agreement. In addition, you acknowledge and agree that in reliance on this Agreement and other long-term agreements, ISO will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination Event, you shall pay to ISO, in addition to all amounts owed for the Services provided to you pursuant to this Agreement, an Early Termination Fee. "Early Termination Fee" shall mean an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly Fees and Service Fees collected by ISO during the Measurement Period, times the total number of months, or portion thereof, following an Early Termination Event. The "Measurement Period" shall mean the six (6) month period immediately prior to the Early Termination Event. The parties intend that this Early Termination Fee be in lieu of ISO's lost profits for the remainder of this Agreement, but not in lieu of any other damages to which ISO might otherwise be entitled arising out of your wrongful acts or omissions.

11. Change in Your Business. You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

12. Termination by You. You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 17 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to a Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file. You waive Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

13. Credit Inquiries; Reporting; Financial Statements. You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

14. Representation and Warranties; Disclaimers. You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound, (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD-PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES, THIRD PARTY COSTS OR DISPUTE ITEMS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.

15. CHOICE OF LAW; JURISDICTION; WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (F) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR. YOU FURTHER UNDERSTAND AND AGREE THAT YOUR RESPONSIBILITY TO PAY PENALTIES AS DESCRIBED IN THIS AGREEMENT SHALL NOT BE LIMITED OR RESTRICTED UNDER ANY CIRCUMSTANCES, EVEN IF SUCH PENALTIES ARE DEEMED TO BE SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER APPLICABLE LAW.

17. CONFIDENTIAL INFORMATION. You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third-party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Agreement.

Terms in Section 18 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: www.americanexpress.com/merchantguide. In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.

16. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.

- a. Transaction Data. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. American Express as Third-Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised. Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. Merchant shall not assign to any third-party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third-party.
- i. Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.
- j. Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.
- k. In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.
- l. Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.
- m. Merchant must ensure that it and any third-parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at www.americanexpress.com/merchantguide) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.
- n. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

19. ACH AND CHECK 21 TERMS AND CONDITIONS.

- a. Services. With respect to ACH Transactions, ISO shall be the ACH processor through which debit and credit transactions are submitted to the ACH Network in conjunction with ACH check processing origination and settlement services. With respect to transactions involving substitute check images permitted under Check 21, ISO provides capture services which facilitates the processing of the substitute check images with financial institutions in the Federal Reserve System.
- b. Definitions. The following terms used in this Section 19 shall have the meaning specified below:

ACH Transaction: An electronic payment transaction originated by Merchant and processed through the ACH Network in the Federal Reserve System.

Administrator: The Merchant's employee who has been designated as Merchant's primary contact with ISO for the Services and has been appointed by Merchant to manage the administration of Services access, including passwords, and communicate authorizations to ISO.

Bank of First Deposit: In a Check 21 Transaction, the financial institution which receives the Entry from ISO and transmits the Entry through the Federal Reserve Bank system for transmittal to the Customer's financial institution for debit or credit to the Customer's account.

Check 21: The Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.

Check 21 Transaction: An electronic payment transaction utilizing a Substitute Check Image permitted by Check 21.

Customer: Merchant's customer who submits a payment to Merchant by means of a paper check or ACH transfer.

Entry: A transaction submitted by Merchant for processing by the Services and further defined in the NACHA Rules.

Image: The image that results from an electronic scan of a paper check by Merchant.

NACHA Rules: The then-current rules, regulations and procedural guidelines published by the National Automated Clearing House Association ("NACHA") and/or all regional payment alliances associated with NACHA.

Originating Depository Financial Institution or "ODFI": In an ACH Transaction, the financial institution which receives the Entry from ISO and transmits the Entry to its ACH Operator for transmittal to a Receiving Depository Financial Institution for debit or credit to the Customer's account, as these terms are further defined in the NACHA Rules.

Services: The ACH processing services and/or the Check 21 processing services provided to Merchant under this Agreement.

Settlement Account: A commercial demand deposit bank account which Merchant has established for ISO's access and use to settle financial payment transactions processed by ISO on behalf of Merchant.

Substitute Check: The electronic image of a paper check, as defined in Check 21.

- c. Set-Up of Services. ISO shall provide the Services selected by Merchant in its application. Merchant shall utilize and access the Services in accordance with the terms of this Agreement and the practices and procedures established by ISO for the Services which have been communicated in writing to Merchant. As part of the Merchant set-up and boarding process, ISO will provide Merchant with an administrative and gateway user name and password to access the Services. Merchant will designate an Administrator who shall be the sole individual vested with the authority to determine who will be authorized to use the Services; establish separate passwords for each user, and establish limits on each user's authority to access information and conduct transactions. Merchant is responsible for the actions of its Administrator, the authority the Administrator gives others to act on Merchant's behalf, and the actions of the persons designated by the Administrator to use the Services. Merchant shall take reasonable security procedures and practices to safeguard the confidentiality of the passwords; limit access to its passwords solely to persons who have a need to know such information; closely and regularly monitor the activities of employees who access the Services; and prohibit its employees and agents from initiating entries in the Services without proper authorization and supervision and adequate security controls.

- d. Delivery of Services. ISO will provide Services for the Entry types indicated in the Merchant set-up and boarding documentation. ISO reserves the right to withdraw the Services provided generally to its customers including Merchant for individual Entry types from general market availability and coverage under this Agreement upon ninety (90) days prior written notice to Merchant. To the extent reasonably possible, ISO will first attempt to process an Entry in the Services as an ACH Transaction, unless the Entry has clearly been designated to be processed as a Check 21 Transaction, provided the Entry fully qualifies to be processed as an ACH Transaction according to applicable NACHA Rules and ISO has received all of the required information from the image or paper check necessary to process the transaction as an ACH Transaction. If the Entry cannot be processed as an ACH Transaction for any reason, then ISO will process the Entry in the Services as a Check 21 Transaction. Prior to submitting an Entry to ISO for processing, Merchant shall secure all authorizations and approvals from its Customer and deliver any notifications pertaining to that Entry which are required by the NACHA Rules and/or applicable laws and regulations. Merchant shall be responsible for the accuracy and propriety of all Entries submitted to ISO for processing. If Merchant utilizes a scanner to create Images which are delivered to ISO for processing, Merchant shall be solely responsible to ensure the accuracy and completeness of the Image transmitted to ISO for processing. Merchant acknowledges that ISO has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and by the Bank of First Deposit for Check 21 Transactions. Files received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective entry day. Files received after the deadline will be processed the next Banking Day as defined in the NACHA Rules. For Check 21 Transactions, ISO will not be responsible for printing any Substitute Checks which may be required by a financial institution in order to receive and process the Entry. In the event of any conflicts in the instructions received by ISO regarding Merchant or any Entries relating to them, ISO may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Merchant or by ISO to the funds, Entries or proceeds thereof.

- e. Recoupment and Set-Off. Merchant shall immediately reimburse ISO for any returns or shortfalls that occur in Merchant's Settlement Account. ISO reserves the right to delay the availability of funds for deposit without prior written notices to Merchant if, in its sole discretion, ISO deems itself at financial or relative risk for any and all Services performed under this Agreement. Merchant hereby acknowledges and agrees that ISO shall have a right of setoff against any amounts ISO would otherwise be obligated to deposit into Merchant's account, and any other amounts ISO may owe Merchant under this Agreement.

f. **Additional Merchant Responsibilities.** All checks deposited electronically by Merchant through use of the Services shall be subject to the following requirements: (i) The original paper check will not be deposited through the Services more than once; (ii) All checks will conform to the requirements of Merchant's deposit agreement with its financial institution; (iii) All checks will conform to the requirements of the applicable NACHA Rules and Check 21; and (iv) Merchant shall review and validate the accuracy and completeness of the check data being captured including but not limited to the amount of the check and the legibility of the check image generated from use of the Services. Merchant shall be solely responsible for the selection, use and operation of the scanner equipment used to capture the image using the Services, including the quality of the image results generated from the scanner. Any scanner used by Merchant with the Services must meet the technical specifications for scanners published by ISO in order to be deemed compatible with the Services. Any purchase or lease of scanners by Customer from ISO or a Reseller for its use shall be transacted between Merchant and ISO or a Reseller in a separate equipment purchase/lease agreement. Merchant shall be solely liable and responsible for all damages, losses, expenses and claims arising from any of the following: (i) Duplication of images transmitted by Merchant to ISO through the Services; (ii) Alteration of scanned images not caused by ISO's Services; (iii) Deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) Acts of fraud, negligence or willful misconduct committed by employees of Merchant in depositing checks using the Services; (v) Hardware failure not caused by ISO's Services; or (vi) Merchant's failure to properly store or destroy original checks once the scanned image has been captured. Merchant shall hold ISO harmless from any damages, losses, expenses and claims which arise from the foregoing events not caused by ISO.

g. **Pricing and Payment.** Merchant shall pay ISO the fees, penalties and charges for the Services set forth in the Application and Fee Schedule and such fees, penalties and charges shall be considered Fees for all purposes of this Agreement.

h. **NACHA Rules and ISO Guidelines.** Each party shall comply with the then-current NACHA Rules which apply to ACH Transactions processed under this Agreement. In addition, ISO may publish to Merchant and other merchants its own standard operating and implementation guidelines for the Services with respect to specific NACHA Rules which will govern and apply to this Agreement as if set forth herein.

i. **Selection and Use of Hardware.** Merchant is solely responsible for the selection, use and operation of the hardware used to capture images of paper checks using the Service, including the quality of the scanned image results generated from the hardware. Hardware utilized must be certified for use with the Services in order to be deemed compatible with the Services.

j. **Third-Party Processing Services.** AMS' third-party processing services partners are providing some of the Services, and as a result, these third-party services partners shall be an intended third-party beneficiary of this Agreement. Each third-party services partner shall have the right to enforce directly against Merchant, the terms of this Agreement which relate to the provision of the third-party services partner's processing services to Merchant and the ownership and protection of the intellectual property rights of the third-party services partner and its licensors in and to its processing services. Merchant acknowledges that the third-party services partner shall have no responsibility or liability with regard to AMS' obligations to Merchant under this Agreement.

20. MISCELLANEOUS PROVISIONS.

a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.

b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon thirty (30) days prior written notice to you.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.

k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third-Party Costs for which you are responsible hereunder, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third-party beneficiary of this Agreement.

Disclosure Page (Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: Apache County
Merchant Address: 75 West Cleveland Street
St. Johns, AZ 85936
Merchant Phone: (928) 337-7515

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title



Disclosure Page (Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
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Merchant Phone: (928) 337-7515

Important Merchant Responsibilities

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3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title



AMS - MERRICK LOCATION ADDENDUM

PRIMARY MERCHANT INFORMATION:

Location No: 1

Date:

Legal Name: Apache County Bank Chain: 204312
Main Contact: Danee Roan Title: Administrative Assistant III Merchant Number: 317730306118
(Assigned Upon Approval)

LOCATION INFORMATION:

Sales Rep :Nancy Murphy 1030

DBA: Apache Co Recorder OTC Statement DBA (23 Chr.): Apache Co Recorder OTC SIC: 9399
Location Address: 75 West Cleveland Street City: St. Johns ST: AZ Zip: 85936
Mailing Address: PO Box 425 City: St. Johns ST: AZ Zip: 85936
Customer Service Phone Number: (928) 337-7515 Phone #: (928) 337-7515 Fax #: (928) 337-7676
Main Contact: Danee Roan Title: Administrative Assistant III Email: droan@co.apache.az.us
Avg Ticket: \$30.00 Max: Monthly Vol: \$1,100.00 Swipe % 90 Keyed % 10 MOTO % 0 Internet % 0
Merchant Products or Services Offered (be specific): Recordings of document
Terminal / Payment Application: Eagle Recorder Version:
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? (if yes, provide the following)
Servicer / Payment App. Manufacturer: BridgePay / Tyler Technologies Phone:
American Express (10 Digits): American Express Annual Volume:
Program: Service Fees: Account Name: AMS*Service Fee MID: 730306134 Rate: 3.25% Service Fee with a \$2.00 minimum per transaction

SITE INFORMATION:

Merchant Type: Retail
Building Type: Office Building Area Zoned: Commercial Square Footage: 2501 - 5000 Merchant: Owns
Landlord: Contact: Phone:
Fulfillment Co. Contact: Phone:
This Location is Open for Business: ☒ Yes ☐ No Inspected By: Date:

MOTO - ECOMMERCE QUESTIONNAIRE

Complete if Processing Less Than 70 % Card Present

Sell To: Business: 20 % Public: 80 %
Marketing:
Orders Processed by:
Cards Processed by:
When is the cardholder Charged?
How many days to fulfill orders?
Shipped by:
Products Shipped by:
Delivery Receipt Requested?
Does the Merchant Own Product/Inventory?
Are Products Stored at the Business Location?
If No, Where?
If Processing Internet Transactions (Please Complete The Following)
Internet transactions encrypted by SSL or Better?
Digital Certificate Utilized? Exp Date:
Certificate Number:
Certificate Issuer:
URL: www.co.apache.az.us

DDA BANK ACCOUNT INFORMATION:

This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check.
If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.

Account Type: <u>C K</u>	ACH Deposit Routing/Transit # <u>1 2 2 1 0 5 3 2 0</u>	ACH Deposit Account Number <u>5 7 9 1 3 9 2 3 7 5</u>	Bank Name: <u>National Bank of Arizona</u>
Account Type: <u>C K</u>	ACH Fees Routing/Transit # <u>1 2 2 1 0 5 3 2 0</u>	ACH Fees Account Number <u>5 7 9 1 3 9 2 3 7 5</u>	Contact: <u> </u> Phone: <u> </u> () - <u> </u>

Merchant hereby authorizes Merrick and Automated Merchant Systems, LLC to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).
NOTE: Attach Voided Check

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on , provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the Initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.

Printed Officer/Owner Name

Signature

Title

Date

AMS - MERRICK LOCATION ADDENDUM

PRIMARY MERCHANT INFORMATION:		Location No: 2	Date:
Legal Name:	Apache County	Bank Chain:	204312
Main Contact:	Danee Roan	Title: Administrative Assistant III	Merchant Number: 317730306126 (Assigned Upon Approval)

LOCATION INFORMATION:		Sales Rep : Nancy Murphy 1030	
DBA: Apache Co Recorder WEB	Statement DBA (23 Chr.): Apache Co Recorder WEB	SIC:	9399
Location Address: 75 West Cleveland Street	City: St. Johns	ST: AZ	Zip: 85936
Mailing Address: PO Box 425	City: St. Johns	ST: AZ	Zip: 85936
Customer Service Phone Number: (928) 337-7515	Phone #: (928) 337-7515	Fax #:	(928) 337-7676
Main Contact: Danee Roan	Title: Administrative Assistant III	Email:	droan@co.apache.az.us
Avg Ticket: \$30.00	Max: _____	Monthly Vol: \$1,100.00	Swipe % 0 Keyed % 0 MOTO % 0 Internet % 100
Merchant Products or Services Offered (be specific): Recording of documents			
Terminal / Payment Application: Eagle Recorder		Version: _____	
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? _____ (if yes, provide the following)			
Servicer / Payment App. Manufacturer: BridgePay / Tyler Technologies		Phone: _____	
American Express (10 Digits): _____		American Express Annual Volume: _____	
Program: Service Fees: Account Name: AMS*Service Fee MID: 730306142 Rate: 3.25% Service Fee with a \$2.00 minimum per transaction			

SITE INFORMATION:			
Merchant Type: Internet Website			
Building Type: Office Building	Area Zoned: Commercial	Square Footage: 2501 - 5000	Merchant: Owns
Landlord: _____	Contact: _____	Phone: _____	
Fulfillment Co. _____	Contact: _____	Phone: _____	
This Location is Open for Business: ☒ Yes ☐ No		Inspected By: _____ Date: _____	

MOTO - ECOMMERCE QUESTIONNAIRE		Complete if Processing Less Than 70 % Card Present	
Sell To: Business: 20 % Public: 80 % Locally	Does the Merchant Own Product/Inventory?	YES	
Marketing: _____	Are Products Stored at the Business Location?	YES	
	If No, Where?	_____	
Orders Processed by: Merchant	If Processing Internet Transactions (Please Complete The Following)		
Cards Processed by: Merchant	Internet transactions encrypted by SSL or Better?	YES	
When is the cardholder Charged? Time of Order	Digital Certificate Utilized?	YES Exp Date: _____	
How many days to fulfill orders? 1 - 7 Days	Certificate Number:	_____	
Shipped by: Merchant	Certificate Issuer:	Individual	
Products Shipped by: U.P.S.	URL: https://co.apache.az.us	_____	
Delivery Receipt Requested? NO	_____		

DDA BANK ACCOUNT INFORMATION:			
This area should be completed for Additional subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a check from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: C K	ACH Deposit Routing/Transit # 1 2 2 1 0 5 3 2 0	ACH Deposit Account Number 5 7 9 1 3 9 2 3 7 5	Bank Name: National Bank of Arizona
Account Type: C K	ACH Fees Routing/Transit # 1 2 2 1 0 5 3 2 0	ACH Fees Account Number 5 7 9 1 3 9 2 3 7 5	Contact: _____ Phone: _____ 0 -
Merchant hereby authorizes Merrick and Automated Merchant Systems, LLC to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).			
NOTE: Attach Voided Check			

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on _____, provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.			
Printed Officer/Owner Name	Signature	Title	Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Apache County

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶ **Government**

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

PO Box 428

City, state, and ZIP code

St. Johns, AZ 85936

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

86

6000385

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Sign Here  **Signature of U.S. person** **Date**

Definition of a U.S. person. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding. You have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), or generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

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

Apache County Sheriff's Office

Date/Signature: 4/27/22 Commander Antony Notah

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

Sheriff's Office requests approval to donate two vehicles to the Puerco Valley EMS as follows:

2014 Dodge Pickup 1500 VIN# 1C6RR7XT5ES350961 License Plate G-400HD and 2015 Dodge Pickup 1500
VIN# 1C6RR7XT2FS636123 License Plate G-720HG in the condition as it is without any warranty and liability.

BOS Meeting Date Requested 05/03/2022

PRE-AGENDA ITEM REVIEW

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

Legal Review:_____

Signature:_____

Finance Review:_____

Signature:_____

Human Resources Review:_____

Signature:_____

Other Review:_____

Signature:_____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials_____

VEHICLE PURCHASE AGREEMENT

1. THE PARTIES TO THIS CAR SALES AGREEMENT ARE:

1.1 THE SELLER:

Apache County - Sheriff's Office

Physical Address: 370 S. Washington Street, St. Johns, AZ 85936

1.2 THE BUYER:

Puerco Valley Ambulance Service

Physical Address: PO Box 47, Sanders, AZ 86512

2. THE OBJECT OF THE SALE IS:

The following vehicles:

2014 Dodge Pickup 1500 VIN# 1C6RR7XT5ES350961 License Plate G-400HD

2015 Dodge Pickup 1500 VIN# 1C6RR7XT2FS636123 License Plate G-720HG

3. WARRANTY:

The Seller warrants that at the date of signature of this agreement there are no licensing fees or fines or other penalties outstanding against the registration of the vehicle sold in terms of this agreement. The Seller expressly disclaims any other warranties, and Buyer understands that no warranties, whether express or implied, shall apply to the vehicles constituting the subject matter of this agreement.

4. NO WARRANTIES OR GUARANTEES:

The Seller or his/her agent gives no warranty or guarantee other than those specified in Section 3. Buyer agrees that there are no warranties, either express or implied, and Buyer specifically agrees that it shall not seek compensation from Seller for any reason due to any defect or disorder associated with the vehicle. Buyer agrees to indemnify Seller should the vehicle present any issue of liability to Buyer, Seller, or any third party.

5. DISCLAIMER:

5.1 The vehicle is sold "As-Is" and the seller shall not be liable for any defects, patent, latent or otherwise.

5.2 The Buyer admits having inspected the vehicle to his/her satisfaction and that no guarantees or warranties of any nature were expressed or implied by the Seller or his/her agent regarding its condition or quality.

6. PURCHASE PRICE:

6.1 The Purchase price is the sum amount of one dollar (\$1.00). A waiver of any and all warranties is an express aspect of the consideration for the purchase of the vehicles.

6.4 The vehicle will only be delivered to the Buyer once payment has been received in full.

7. POSSESSION AND TRANSFER OF RISK:

The Risk passes to the Buyer once the Buyer or his/her agent receives the keys to the vehicles or takes possession of any of the vehicles.

Signed at _____ on this _____ day of _____ 20____

SELLER: _____

1. WITNESS _____

2. WITNESS _____

BUYER: _____

1. WITNESS _____

2. WITNESS _____

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 G. 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 there 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

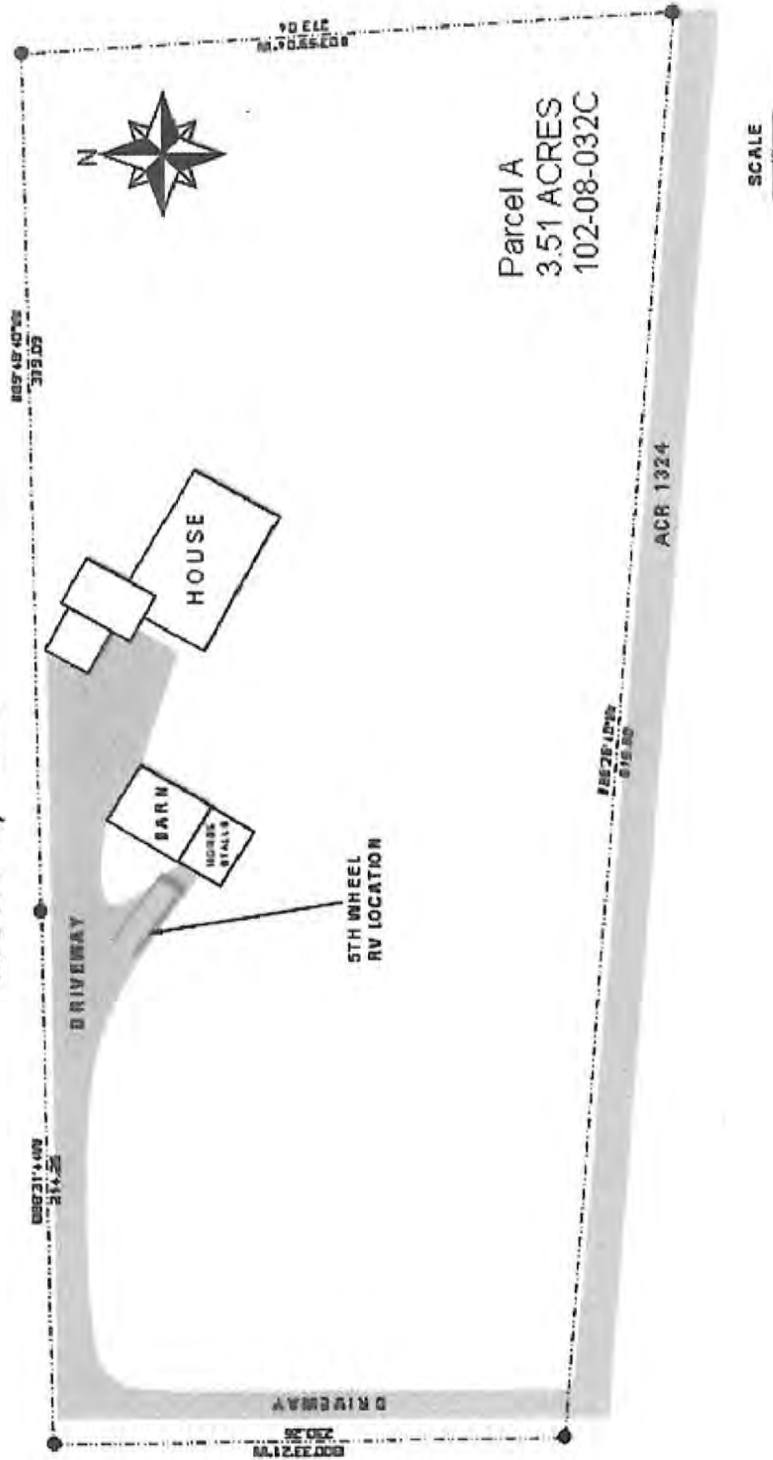
Conditional Use Permit Condition (s)

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 Hank

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. 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 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 _____

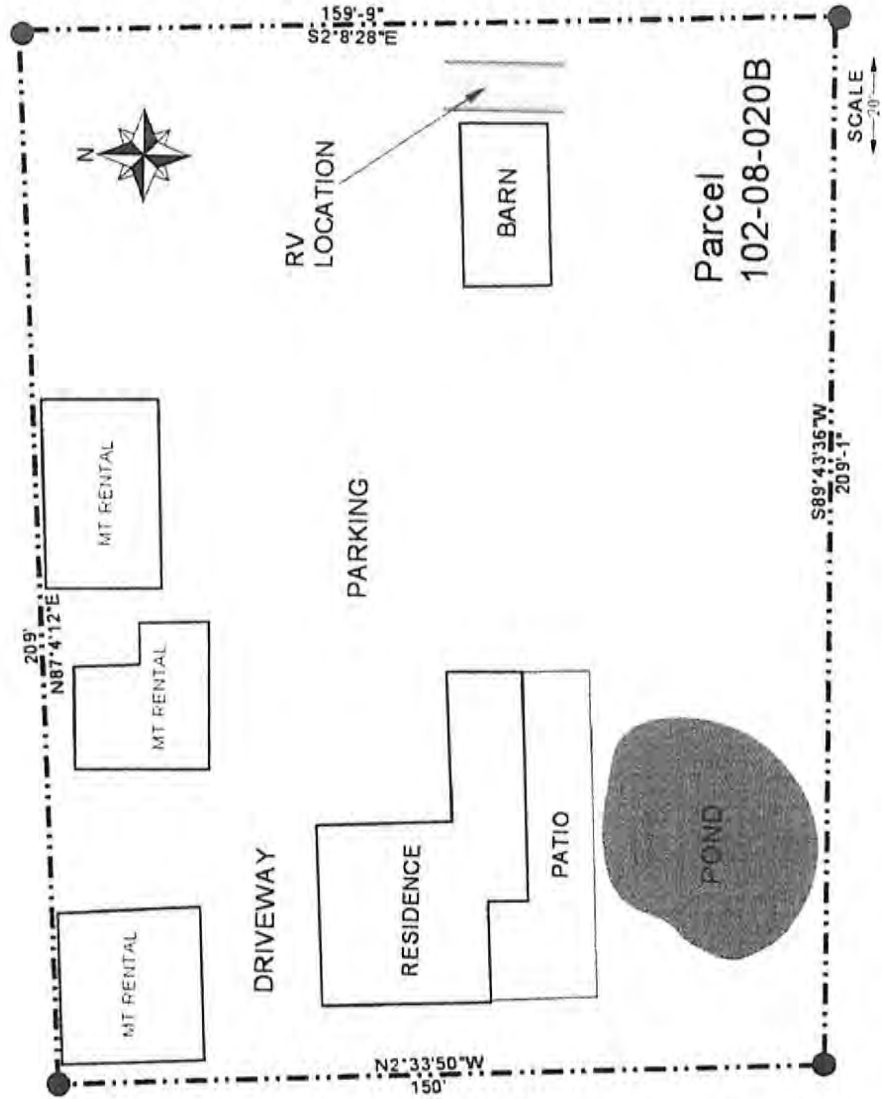
COMMISSION ACTION

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

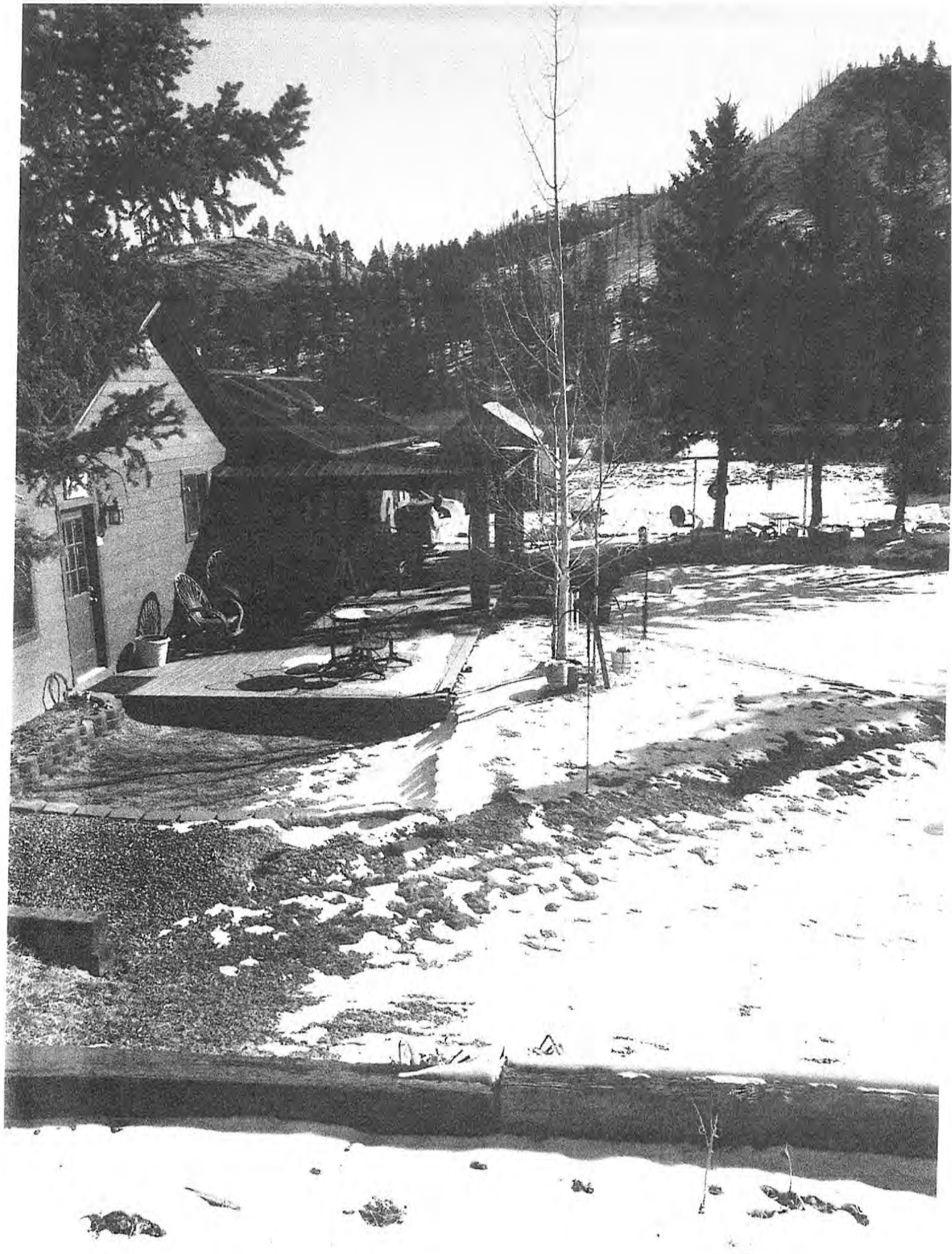
BOARD ACTION

☐ 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)
County of Navajo) ss.
County of Navajo)

Affidavit of Publication
[] Navajo [X] Apache

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White Mountain Independent

Victoria Starns

Sworn to me this

18th day of February, 2022 A.D.
Jennet Clark

Notary Public

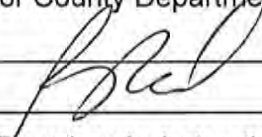
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

DATE/TIME STARTED

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

County Manager

Date/Signature: _____

 4/25/2022

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

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

- The 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.

BOS Meeting Date Requested 5/3/22

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

County Manager

Date/Signature:

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 5/3/22

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

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

Work session regarding the Apache County Redistricting boundaries.

BOS Meeting Date Requested 5/3/22

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