



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Vice Chairman, District II

Nelson Davis
Supervisor, District III

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

February 2, 2021
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Pledge of Allegiance.
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
February 2, 2021**

1. Discussion and possible approval of Intergovernmental Agreement Amendment #1 to the Healthy People Healthy Communities grant that amends the scope of work to include public health emergencies, price sheet and addition of Exhibit C which details supporting documentation requirements. This amendment does not affect the FY21 budget.
2. Discussion and possible approval of an Intergovernmental Agreement for Immunization Services #ADHS-18-177674, Amendment #6. This amendment will enhance COVID-19 vaccination capability, in the amount of \$25,000.
3. Discussion and possible approval of IGA2021-058 COVID-19 Testing, Contact Tracing and Communication, effective 8/1/2020 – 2/28/2022 in the amount of \$448,008. This grant will assist in slowing the spread of the COVID-19 virus in Apache County through increase testing and communication with citizens of the county.
4. Discussion and possible approval to create a full-time Public Health Nurse (RN) position (Range 56).

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
February 2, 2021**

1. Discussion and possible approval to award Bid #202103 to KUBL Group for removal and replacement of the CCTV system in the jail. This will be paid utilizing State Jail Enhancement Funds and will not affect the jail budget or the general fund.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
February 2, 2021**

1. Luis Cardenas Camacho, U.S. Census Bureau: Overview of the 2020 Census, 2021 expectations and recognize Apache County's participation as a supporter of Census.
2. County Attorney's Office: Notification of the retirement of Ellen Bast and recognition of her almost 10 years of service.
3. Engineering Department: Notification of the retirement of Delos Bond and recognition of his 30 plus years of service.
4. Finance Department: Following a presentation by Mark Reader, a public hearing and discussion will be held regarding the issuance of pension bonds to refinance Public Safety Personnel Retirement System (PSPRS) and Corrections Officers Retirement System (CORP) unfunded pension liabilities.
5. County Manager: Discussion and possible selection of two (2) members of the Board of Supervisors to serve on the Northern Arizona Council of Governments (NACOG) Regional Council.
6. County Manager: Discussion and possible selection of a member of the Board of Supervisors to serve on the Eastern Arizona Counties Organization (ECO) Committee.
7. County Manager: Discussion and possible selection of a member of the Board of Supervisors to serve on the AZ/NM Counties Coalition Committee.
8. County Manager: Discussion and possible approval of **CONSENT ITEMS:** All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between January 5, 2021 to February 2, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

*B. Request approval of minutes dated January 5, 2021.

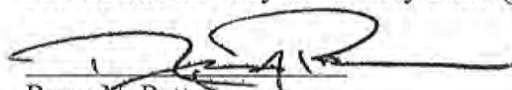
Election Department:

*C. Request approval, based on the recommendation of the Democratic Party County Chairman, Priscilla Weaver, determine vacancies exist in the office of precinct committeeman and appoint Joanne Peshlakai for the St. Michaels Precinct.

9. Superior Court: Discussion and possible approval of the appointment of Garrett Whiting as a full-time Judge Pro Tempore for the Arizona Superior Court in Apache County, effective March 1, 2021. Mr. Whiting will replace Judge Perkins who resigned on January 22, 2021. This action will not affect the budget.
10. Superintendent's Office for the School Business Consortium: Request authorization to eliminate a Network Administrator III position (Range 62) and create a Network Administrator II position (Range 58). The requested change will result in a savings of approximately \$5,500.
11. Human Resources: Discussion and possible approval to update the Apache County Human Resources Policy Manual Section 5.3 - Drug Free Workplace and Substance Abuse Prevention.
12. Human Resources: Discussion and possible approval to update the Apache County Human Resources Policy Manual Section 7.6 - Educational Assistance Program.
13. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
14. Work Session discussion regarding the following issues:
 - Recreational marijuana use requirements for licensing dispensaries within Apache County.
 - Redistricting based on the 2020 Census data.
 - 2021 budget issues.

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 January 2021 @ 3:00 p.m. by 


Ryan M. Patterson
Clerk of the Board

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

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

Preston Raban, Director ACPHSD

Date/Signature: 12/30/2020

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

ACPHSD requests discussion and possible approval of IGA Healthy People Healthy Communities Amendment #1 that amends the Scope of Work to include Public Health Emergencies, the Price Sheet and added Exhibit C which details Supporting Documentation requirements. This amendment does not affect the FY21 budget.

BOS Meeting Date Requested 02/02/2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature

Clk. R. Raban

Check if item does not require review ☒ x

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT
OF HEALTH SERVICES
OFFICE OF
PROCUREMENT
150 N. 18th Ave. Suite 530
Phoenix, Arizona 85007
Procurement Officer
Nicole Marquez

Contract No.: **IGA2020-014**

Amendment No.: **1**

Healthy People Healthy Communities

Effective upon signature of both parties, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to the Uniform Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1 Amendments, Purchase Order and Change Orders, the Intergovernmental Agreement is hereby amended as follows:
 - 1.1 The Uniform Terms and Conditions are revised and replaced by the Uniform Terms and Conditions of this Amendment One (1);
 - 1.2 The Scope of Work is revised and replaced by the Scope of Work of this Amendment One (1);
 - 1.3 The Price Sheet is revised and replaced by the Price Sheet of this Amendment One (1); and
 - 1.4 Exhibit C is added.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY.

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

The above referenced Contract Amendment is hereby executed this _____ day of _____, 2020
at Phoenix, Arizona

Signature / Date

Chief Procurement Officer

Authorized Signatory's Name and Title

Apache County

Contractor's Name

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

UNIFORM TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Emerging Issues" means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.
 - 1.11 "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>)
 - 1.12 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.13 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.14 "HPHC IGA" means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.
 - 1.15 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
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- 1.16 "May" means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.
- 1.17 "Must" means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
- 1.18 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and make written determinations with respect to the Contract.
- 1.19 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.20 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.21 "Scope of Work" means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.
- 1.22 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.23 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.
- 1.24 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.25 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. Contract Type.

This Contract shall be:

☒ Fixed Price

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
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3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

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

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

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

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

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

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

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18th Ave. Suite 530 Phoenix, Arizona 85007 Procurement Officer Nicole Marquez
	Contract No.: IGA2020-014	Amendment No.: 1	

- 4.6. **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. **Property of the State.**
- 4.10.1. *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

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

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

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

5.6.4. Cancel the Contract.

6. Contract Changes

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

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

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

7. Risk and Liability

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

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18th Ave. Suite 530 Phoenix, Arizona 85007 Procurement Officer Nicole Marquez
	Contract No.: IGA2020-014	Amendment No.: 1	

(including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

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

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

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

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

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

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

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

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

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

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

8.2. *Quality.* Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007 Procurement Officer Nicole Marquez
	Contract No.: IGA2020-014	Amendment No.: 1	

one year after acceptance by the State of the Materials, they shall be:

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

9. State's Contractual Remedies

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

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

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

10. Contract Termination

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

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

13. Client Grievances

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007 Procurement Officer Nicole Marquez
	Contract No.: IGA2020-014	Amendment No.: 1	

14. Sovereign Immunity

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

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

19. Data Universal Numbering System (DUNS) Requirement

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

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

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

21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

22. Technology Replacement

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

23. Authorization for Provision of Services

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

24. Public Health Emergencies

24.1 In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:

24.1.1. Approval from ADHS shall be requested prior to reassignment of staff.

24.1.2. Reassignment must be voluntary;

24.1.3. Locations for reassignment must be covered under the public health emergency; and

24.1.4. Any reassignment over 30 days must be reauthorized.

24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

SCOPE OF WORK

1. Background

The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) created a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies. This is how the original Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA) was born.

These goals and strategies were accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, evidence based preventative health strategies were implemented, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.

Implementation of the original IGA was completed in three (3) phases that occurred in the first year of the IGA to accommodate funding cycles. Phase I included Tobacco, Chronic Disease, and the Health in Arizona Policy Initiative (HAPI), and began in July 2015. Phase II included the Public Health and Health Services Block Grant/Accreditation and began in October 2015. Phase III included Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health, and began in January 2016. All three (3) phases were operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

Beginning in July 2020, there will be two (2) separate HPHC IGAs; a fixed price contract and a cost reimbursement contract. The programs to be included in this fixed price contract are: Tobacco and Health in Arizona Policy Initiative (HAPI).

2. Purpose

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP (2021- 2026) and the County Health Improvement Plans (CHIP). This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs and the Child Fatality Review, while streamlining the administrative functions for the programs that were previously administered separately.

3. Scope of Service

This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties must select from a menu of evidence-based strategies, found in Exhibits A-B that influence individual behaviors, policy, organizational practices, systems, and environments through the following specific program areas:

- 3.1 Exhibit A - Tobacco;
- 3.2 Exhibit B - Health in Arizona Policy Initiative (HAPI); and

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

3.3 Exhibit C – Supporting Documentation.

4. Evaluation:

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the Local Health Departments to adjust strategies to ensure increased long-term impact. ADHS in coordination with the Counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

5. Approvals:

- 5.1 The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall be approved by ADHS;
- 5.2 Once the Action Plan has been approved, any changes to the approved activities, or strategies must be approved again, by ADHS prior to implementation;
- 5.3 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan;
- 5.4 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 5.5 All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation. The approval process document will be provided to all Counties and must be followed in order for the proposed local emerging issue to be worked on;
- 5.6 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 5.7 All evaluation components that involve human subjects.

6. Tasks

The County Contractor shall for the overall IGA:

- 6.1 Develop and implement a 3-year Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;
- 6.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;
- 6.3 Implement the approved strategies;

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

- 6.4 Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources; and
- 6.5 Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the ADHS IGA Program Manager. Examples of acceptable supporting documentation can be found in **Exhibit C and on the new Quarterly Report + Supporting Documentation Template (that each county has received)**. Further guidance will be provided by ADHS Program Managers, as needed.

ADHS shall:

- 6.6 Review, provide feedback, and approve the Annual Action Plan(s), Annual Budgets, and Supporting Documentation within thirty (30) days of submission;
- 6.7 Provide evidence-based strategies and supporting resources;
- 6.8 Provide a Quarterly Reporting Template;
- 6.9. Provide the Annual Action Plan Template;
- 6.10 Provide a Budget Plan and CER Template;
- 6.11 Collaborate and work with the County to develop a comprehensive Logic Model Template;
- 6.12 Provide Outcome Measures and examples of process, or intermediate performance measures, as needed;
- 6.12.1 Provide a Financial Guidance Document (if applicable),
- 6.12.2 Provide feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,
- 6.12.3 Provide access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and subject matter experts related to the strategy for which the County has received funding, and
- 6.12.4 Coordinate and conduct Contractor site visits. Note: If not yearly, at least every two (2) years a site visit will be conducted.

7. Requirements:

The County Contractor shall meet the requirements listed below:

- 7.1 All revisions to the Annual Action Plan strategies, goals, objectives, and timelines will require joint review and approval from ADHS staff;
- 7.2 All staffing and programmatic changes will be reported to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen (15) days. Once someone is hired for a job vacancy, an email containing the new hire's full name, contact information, start date, areas of the IGA that she/he will work in, and a resume will be submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen (15) days;

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

- 7.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager for approval;
- 7.4 Food purchases are allowed within guidelines for federally funded programs. Food and/or beverages served at events/meetings are not to be paid for with State funds per the State of Arizona Accounting Manual (SAAM) policy, found here: <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>. Contractors shall submit a *Request for Purchase of Food* form to the HPHC IGA Program Manager. Food provided must not exceed the allowable ADHS per diem rates, when provided at an event, or an activity. A speaker/presenter during lunch is required, and the food request should have a strong justification. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: <https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>. Note: No food purchases shall be purchased and/or reimbursed until a *Request for Purchase of Food* form has been approved and signed by the ADHS Chief Financial Officer;
- 7.5 Comply with all federal and State reporting requirements;
- 7.6 At least one Program Manager, or coordinator from each HPHC IGA program must be in attendance of the Annual HPHC IGA Summit;
- 7.7 Funds cannot be used for any lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government;

8. Deliverables and Delivery Schedule

The County Contractor shall submit the deliverables listed below to the ADHS IGA Program Manager:

- 8.1 Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June); Supporting Documentation is to also be submitted. Counties will select from a menu of acceptable forms of Supporting Documentation found in Exhibit F;
- 8.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 8.3 A final CER invoice not later than forty-five (45) days following the end of each Agreement year;
- 8.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 8.5 Notify ADHS IGA Program Manager of any change in program staff under this Agreement within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e. email and phone number), and resume within the fifteen (15) days window period;
- 8.6 Collaborate and participate with ADHS on the development of a logic model;
- 8.7 Submit an Annual Action Plan by August 15th;

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

- 8.8 Submit an Annual Budget Plan by August 15th;
- 8.9 Submit an Annual Report forty-five (45) days following the end of each Agreement year;
- 8.10 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; and
- 8.11 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

9. Notices, Correspondence, Reports and Invoices

- 9.1 Notices, correspondence, reports and invoices/CERs from the County contractor to ADHS shall be sent to:

For Overall Fixed Price IGA:

Healthy People Healthy Communities (HPHC) IGA Program Manager
Bureau of Chronic Disease and Health Promotions
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, AZ 85007
Office: 602-542-8953 | Email: Desiree.Fields@azdhs.gov

For Child Fatality Review:

Child Fatality Review Program Manager
Bureau of Women's and Children's Health
150 N 18th Avenue, Suite 320
Phoenix, AZ 85007
Office: (602) 364-4683 | Jessica.Perfette@azdhs.gov
Facsimile: (602) 364-3194

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

Apache County
Attn: Kimberly Penrod
P.O. Box 697
St. Johns, AZ 85936
Office: kpenrod@co.apache.az.us

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007 Procurement Officer Nicole Marquez
	Contract No.: IGA2020-014	Amendment No.: 1	

Price Sheet

JULY 1, 2020 - JUNE 30, 2021

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan Includes Tobacco Prop 200 = \$8,604.36; Chronic Disease Prop 303 = \$647.64; Teen Pregnancy = \$37,484.00	EA	1	\$46,736.00	\$46,736.00
Tobacco See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$40,861.41	\$163,445.64
Health in Arizona Policy Initiative (HAPI)-Chronic Disease See SOW for Specific Service Strategies (i.e. Chronic Disease)	QTR	4	\$3,075.59	\$12,302.36
Teen Pregnancy Prevention See SOW for Specific Service Strategies	QTR	1	\$23,495.94	\$23,495.94
Total				\$245,979.94

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

EXHIBIT A

Evidence-Based Strategies for Tobacco

The Office of Tobacco Prevention and Cessation ("Office of Tobacco") within the Bureau of Chronic Disease and Health Promotions ("BCDHP") at Arizona Department of Health Services (ADHS) has historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify **three** (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three populations identified above or with other populations which may be identified based on county-level data. Counties will provide the selected population groups with targeted evidence-based programs and activities for two components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties will participate in three ADHS-led work groups that will explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties will also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that will require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General's Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.

The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on "programs for the prevention and reduction of tobacco use." Arizona Revised Statute (A.R.S. § 36-772) authorizes four types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Tobacco

- 1.1 Reduce tobacco-related disparities among target populations. Counties will select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming;
 - 1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required);
 - 1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement,
 - 1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts, and

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth.

1.1.1.4 Collaborate with schools in their counties by:

1.1.1.4.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, and

1.1.1.4.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

1.2 Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth.

1.2.1 Counties will identify and eliminate tobacco-related disparities among **two** additional population groups:

1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court;

1.2.1.2 People of low socioeconomic status;

1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders); and/or

1.2.1.4 Other priority population not listed and pre-approved by ADHS. Counties will submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection,

1.2.2 Engage communities, partners, and community-based organizations to strengthen capacity. Counties will identify and select community partners that may include:

1.2.2.1 Employers, and

1.2.2.2 Healthcare systems, including:

1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-Alikes,

1.2.2.2.2 Hospitals,

1.2.2.2.3 Community clinics,

1.2.2.2.4 Private practices,

1.2.2.2.5 Behavioral Health Clinics, and/or

1.2.2.2.6 Substance Abuse Centers

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

- 1.3 **Participate in at least one ADHS-led Tobacco Work Group that addresses one of the following priority issues:**
 - 1.3.1 Youth,
 - 1.3.2 Secondhand Smoke, and
 - 1.3.3 Emerging Issues.
- 1.4 **Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):**
 - 1.4.1 1:1 Calls,
 - 1.4.2 Group monthly conference calls,
 - 1.4.3 Annual HPHC IGA Summit, and
 - 1.4.4 In-person semi-annual statewide partner meetings, to occur:
 - 1.4.4.1 Spring (March/April), and
 - 1.4.4.2 Fall (September/October).
- 1.5 **Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.**
 - 1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

EXHIBIT B

EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. In April 2012, ADHS established contracts with 13 of the 15 local health departments (Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma). HAPI originally utilized funding from three separate sources: Proposition 303 Tobacco Tax; Women's, Infants and Children's (WIC) Health Lottery Revenue, and HRSA Title V Maternal & Child Health Block Grant. The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

- 1) The four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per [ARS 36-770](#) (Proposition 303 Tobacco Tax), and
- 2) WIC participants and their families per [WIC Health Lottery Revenue](#).

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

2. Strategic Area: Health in Arizona Policy Initiative (HAPI)

2.1 Social Determinants of Health (SDOH) / Health in All Policies (HiAP)

- 2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks, and
- 2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.2 Community Engagement

- 2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks,
- 2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks,
- 2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

2.3 Systems Change

- 2.3.1 Assess and identify gaps in addressing "Little p" system changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.3.2 Develop and implement an action plan that addresses the gaps in addressing "Little p" systems changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.4 Emerging Issues

- 2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.5 Workforce Capacity Building/Professional Development

- 2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks; and

2.6 Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches

- 2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

EXHIBIT C

SUPPORTING DOCUMENTATION

Please provide documentation that supports the work that you have outlined on your Action Plan and quarterly reports. Note: Supporting Documentation will be due on the 2nd and 4th quarters. The following are approved types of supporting documentation that can be submitted. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request. This information can also be found on the new Quarterly Report + Supporting Documentation Template.

Required Documentation: For each program of the IGA, provide documentation of evidence of work performed. **Approved** examples are below by program:

1. Tobacco

- 1.1 Youth Prevention: Anti-Tobacco Coalition: The following are acceptable submissions for documentation of work completed.
 - 1.1.1 Recruitment: Copies of flyers pertaining to events for recruitment and expanding youth membership, as submission of coalition roster form,
 - 1.1.2 Youth Coalition Action Plan: Copy of the coalition action plan developed by the youth members,
 - 1.1.3 Coalition Meetings: Copies of meeting agenda along with a sign-in sheet of those attending the meeting,
 - 1.1.4 Peer to Peer Education/Community Education: The Office of Tobacco has created the following event form for partners to fill out and submit for each of their coalition events: *Youth Coalition Event Form*. The coalition can also include pictures from events, and
 - 1.1.5 Presentation to Community Leadership (Board of Supervisors, City Councils, or any other governing body): Partners can utilize the *Youth Coalition Event Form* for this activity as well.
- 1.2 AGO/FDA Inspection Recruitment & Arizona Retail Tobacco Training:
 - 1.2.1 The number of recruitment events held: Date of event, youth recruited, completed paperwork submitted,
 - 1.2.2 Dates of inspections and how many youths participated in inspections, and
 - 1.2.3 ARTT: Copy of flyer advertising training, dates of training and sign-in sheet for attendees. Evaluation forms sent to Tracy Lenartz.
- 1.3 Cessation: ASHLine Outreach/Group Cessation Meetings- The following documents are acceptable submission for documentation of work.
 - 1.3.1 ASHLine Outreach: The County should provide a copy of ASHLine Cessation Referral report covering the documentation period. ASHLine & county partners will develop a report that partners can utilize to track referrals for cessation for their county. This report, once developed, will be

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

sent to county partners for their utilization in monitoring location referrals and for contract reporting and documentation,

1.3.2 County Partners Cessation Referral Trainings and Presentations: The Office of Tobacco has created the following form for partners to fill out and submit for each of cessation referral training and presentations: *County Cessation Training & Presentation Form, and*

1.3.3 Group Cessation Meetings: Copy of flyers regarding meetings, date(s) of meetings, number of participants in training, name are not required due to HIPPA. Are any of the participants enrolled in group classes as well as ASHLine?

1.4 Priority Population Initiative:

1.4.1 If a task group/work group is created to address the chosen population please provide the following information:

1.4.1.1 Copies of meeting agenda along with sign-in sheet,

1.4.1.2 Action plan or work plan for addressing issues with the work group, and

1.4.1.3 Evaluation Plan that will assess the success/status of the goal.

2. Health in Arizona Policy Initiative (HAPI)

2.1 Sign-in sheet for a training, meeting or wellness activity (should include date, time, and name of training/meeting, etc.);

2.2 Event flyer or meeting/training agendas (should include date, time and name of training/ meeting, etc.);

2.3 Invoices/Payments for paying the HAWP Trainer for HAWP 101;

2.4 Certificate of Completion;

2.5 Documentation of participation in coalition/advisory boards, etc. such as an agenda, minutes from the meeting, membership letter;

2.6 Final Reports of activity;

2.7 Photographs (i.e. proof of water station installation), please note that if you send pictures of individuals, you must have consent to use the picture of the individual;

2.8 Pre and post survey results of participants in Self-Management Programs;

2.9 Attendance/participation sheet for chronic disease self-management programs;

2.10 Communication plan or materials used for any public awareness campaigns;

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave. Suite 530 Phoenix, Arizona 85007
	Contract No.: IGA2020-014	Amendment No.: 1	Procurement Officer Nicole Marquez

- 2.11 Reporting of process or intermediate performance measures related to the activity within the strategic area(s);
- 2.12 Partner list or partner meeting agendas;
- 2.13 Completed Assessments; and
- 2.14 Developed Action Plans for implementation.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Apache County

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

Preston Raban, Director ACPHSD

Date/Signature: 01/15/2021

P. Raban

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

ACPHSD requests discussion and possible approval of IGA Immunization Services, ADHS18-177674, Amendment #6. This amendment will enhance COVID-19 vaccination capability (or capacity) in the amount of \$25,000.

BOS Meeting Date Requested 2-2-21

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Ch R

Check if item does not require review

Finance Review:

Approved See Email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

x

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Kimberly Penrod

From: Timothy Hinton
Sent: Monday, January 25, 2021 7:20 AM
To: Kimberly Penrod
Subject: RE: Emailing: Imm #6, Imm #6 IGA

Look ok to me.

Timothy Hinton

-----Original Message-----

From: Kimberly Penrod <kpenrod@co.apache.az.us>
Sent: Monday, January 25, 2021 7:04 AM
To: Celeste Robertson <CRobertson@apachelaw.net>; Timothy Hinton <thinton@co.apache.az.us>
Cc: Preston Raban <praban@co.apache.az.us>
Subject: Emailing: Imm #6, Imm #6 IGA

Celeste and Tim,

This is kind of late notice but if you can send your approval to be before 5:00 pm today, I will be able to put this item on the 02/02/2021.

Thx,

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694 kpenrod@co.apache.az.us

Your message is ready to be sent with the following file or link attachments:

Imm #6
Imm #6 IGA

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No.: ADHS18-177674

IGA Amendment No.: 6

Procurement Officer
Anthony Beckum

IMMUNIZATION SERVICES

Effective upon signature of both parties, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, section 6.1, Amendments Purchase Orders and Change Orders; the Intergovernmental Agreement is amended to reflect the following:

1.1 Under the Scope of Work, Provision Four (4), Tasks, Section 4.2, Activity Two (2) Child and Adolescent Immunizations, Sub-section 4.2.1, Section 4.2.1.7, as outlined below, is hereby added by this Amendment Six (6):

4.2.1.7. Enhance VFC vaccination capacity. Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate children within the community.

--Continued on next page--

All other provisions of this Agreement remain unchanged.

APACHE COUNTY

Contractor Name:

Authorized Signature

P.O BOX 428

Address:

Print Name

ST JOHNS

ARIZONA

85936

City

State

Zip

Title

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

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

State of Arizona

Celeste Robertson

1/25/2021

Signature

Date

Signed this _____ day of _____ 2021.

Celeste Robertson - Deputy County Attorney

Print Name

Procurement Officer

Contract No.: ADHS18-177674, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No.: **ADHS18-177674**

IGA Amendment No.: **6**

Procurement Officer
Anthony Beckum

- 1.2 Under the Scope of Work, Provision Four (4), Tasks, Section 4.12, Activity Twelve (12) VPD Outbreak and Pandemic Preparedness, Sub-section 4.12.5, as outlined below, is hereby added by this Amendment Six (6):
- 4.12.5. Enhance COVID-19 vaccination capability (or capacity). Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults and children within the community.
- 1.3 The Price Sheet is revised and replaced with the Price Sheet of this Amendment Six (6); and
- 1.4 Finally, Exhibit Three (3) is revised and replaced by Exhibit Three (3) of this Amendment Six (6).



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No.: **ADHS18-177674**

IGA Amendment No.: **6**

Procurement Officer
Anthony Beckum

PRICE SHEET

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe - May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Not to exceed allocation/PO amount
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Supplemental flu vaccination activities.	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$50,000
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$125,000
Enhance VFC/COVID-19 activities	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$25,000



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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HEALTH SERVICES
OFFICE OF PROCUREMENT
150 18th Ave Suite 530
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Contract No.: **ADHS18-177674**

IGA Amendment No.: **6**

Procurement Officer
Anthony Beckum

EXHIBIT THREE

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:

Arizona Department of Health Services

DUNS #

804745420

Federal Award Identification (Grant Number):

6 NH23IP922599-02-02

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

Apache County

Subrecipient's unique entity identifier (DUNS #):

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

NH23IP922599

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency:

09/23/2020

Subaward Period of Performance Start and End Date;

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2021

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

\$25,000.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$11,298,059.00

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

\$15,546,386.00



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No.: **ADHS18-177674**

IGA Amendment No.: **6**

Procurement Officer
Anthony Beckum

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

CDC-RFA-IP19-1901 Immunization and Vaccines for
Children

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

Centers for Disease Control and Prevention

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

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

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

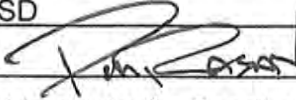
**Apache County Board of Directors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

Preston Raban, Director ACPHSD

Date/Signature: 01/26/2020



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

ACPHSD requests discussion and possible approval of IGA2021-058 Covid-19 Testing, Contract Tracing, and Communication effective 08/01/2020 – 02/28/2022 in the amount of \$448,008. This grant will assist in slowing the spread of the COVID-19 virus in Apache County through increased testing and communication with citizens of the County.

BOS Meeting Date Requested 02/02/2021

PRE-AGENDA ITEM REVIEW

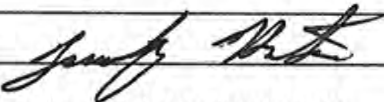
Legal Review:

Signature /s/Celeste Robertson

Check if item does not require review

Finance Review:

Signature



Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



INTERGOVERNMENTAL AGREEMENT (IGA)

CONTRACT No.: IGA2021-058

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

Project Title: COVID-19 Testing, Contact Tracing and Communication

Begin Date: August 1, 2020

Geographic Service Area: Apache County Public Health Services District

Termination Date: February 28, 2022

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

☒ Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

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

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Apache County Public Health Services District 323 South Mountain Avenue Springerville, AZ 85938	FOR CLARIFICATION, CONTACT: Name: <u>Preston Raban, Director</u> Phone: <u>(928) 337-7532</u> FAX No.: <u>(866) 593-6192</u> E-mail: <u>praban@co.apache.az.us</u>
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as <u>Contract No. IGA2021-058</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.
Signature of Person Authorized to Sign _____ Date _____	State of Arizona Signed this _____ day of _____, 20____ Procurement Officer _____
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. Celeste Robertson Digitally signed by Celeste Robertson DN: cn=Celeste Robertson, c=Apache County Attorney Office, ou, email=ccrobertson@coapache.az.us, o=AZUS Date: 2021.01.26 13:31:48 -0700 Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	<u>Contract No.: IGA02021-058</u> is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General:

CONTRACT NUMBER IGA2021-058	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS COVID-19 Testing, Contact Tracing and Communication
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- 1. Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment's, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

2. CONTRACT TYPE:

This Contract shall be:

☒ **Cost Reimbursement**

3. CONTRACT INTERPRETATION:

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

4. CONTRACT ADMINISTRATION AND OPERATION:

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS COVID-19 Testing, Contact Tracing and Communication
IGA2021-058	

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

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

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS COVID-19 Testing, Contact Tracing and Communication
IGA2021-058	

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

5. COSTS AND PAYMENTS:

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

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

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

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

5.6.4. Cancel the Contract.

6. **CONTRACT CHANGES:**

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

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

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

7. **RISK AND LIABILITY:**

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS COVID-19 Testing, Contact Tracing and Communication
IGA2021-058	

misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

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

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

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

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

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

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

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

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

8. DESCRIPTION OF MATERIALS: The following provisions shall apply to Materials only:

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

8.2. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

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

9. STATE'S CONTRACTUAL REMEDIES:

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **CONTRACT TERMINATION:**

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

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

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

11. ARBITRATION:

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. COMMUNICATION:

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

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

13. CLIENT GRIEVANCES:

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

14. SOVEREIGN IMMUNITY:

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

15. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:

15.1. Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2. Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

16. ADMINISTRATIVE CHANGES:

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

17. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT:

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

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

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

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

19. COMMENTS WELCOME:

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 260, Phoenix, Arizona 85007.

20. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

21. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT [HTTPS://WWW.FSRC.SGOV/](https://www.fsrcs.gov/) :

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

22. TECHNOLOGY REPLACEMENT:

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

23. AUTHORIZATION FOR PROVISION OF SERVICES:

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

24. PUBLIC HEALTH EMERGENCIES:

24.1. In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:

24.1.1. Approval from ADHS shall be requested prior to reassignment of staff.

24.1.2. Reassignment must be voluntary;

24.1.3. Locations for reassignment must be covered under the public health emergency; and

24.1.4. Any reassignment of staff shall be considered approved until further notice from the ADHS or until the Governor declares an end to the public health emergency.

24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

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

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

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

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

- 27.18 Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid DUNS profile and active registration with the

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
IGA2021-058	TERMS AND CONDITIONS
	COVID-19 Testing, Contact Tracing and Communication

System for Award Management (SAM) database.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2021-058	SCOPE OF WORK COVID-19 Testing, Contact Tracing and Communication

1. BACKGROUND:

- 1.1 COVID-19 has hit the state of Arizona hard since early in 2020. Due to the fact that 2/3 of Apache County is the Navajo Nation, it has been on the forefront of every conversation since its inception. Located in the northeast part of the state, Apache County not only hosts the largest Native American Sovereign Nation in the U.S. but is also the home of the beautiful White Mountains of Arizona. Our county's citizenry consists of our indigenous tribal members, descendants of a rugged pioneer people who came here looking for opportunity and whose progeny still reside here, and people who come here as an escape from the pressures of living in urban society.
- 1.2 Like all Counties, Apache has challenges that its leadership deals with daily to keep the county in operation, but there is an overbearing fact that looms as a constant variable that takes our county's challenges to a whole new level. That fact is, that Apache County is not only the poorest county in Arizona but is the third poorest county in the United States. With a per capita income of \$14,499, and median household income of \$32,963, the County is thousands of dollars below the national poverty level. Sadly, things are about to get worse. County leadership has been informed that both of our coal-burning powerplants will start systematically shutting down operations starting as early as this year. That within a 5-year period they will be down fifty percent (50%) of their workforce, and within this decade, they will no longer be in operation. Salt River Project's Coronado Generating Station and Tucson Electric Power's Springerville Generating Station provide approximately seventy-three percent (73%) of the County's tax base. Within this decade, Apache county will be burdened with trying to operate at less than thirty percent (30%) of what it has had for the past forty (40) years. These two (2) powerplants not only provide necessary tax income, but are the major employers of one-third of Apache county's residents.
- 1.3 With the loss of jobs and the increase in tourism and influx of people from other areas of Arizona escaping to the mountains, the County must do all it can to further prepare for the COVID response, taking advantage of every opportunity for funding to mitigate the impact of the virus and be better prepared for any future outbreak to better protect the health and well-being of the County residents and tourists.

2. OBJECTIVES:

- 2.1 Fund two (2) public health nurses and the public health director to release funds to be used for contact tracers and other nursing staff and provide Abbott ID Now rapid test machines and testing materials, X-ray machines and CAN-AM Temperature detection devices to healthcare facilities to expedite test results to help slow the spread; and
- 2.2 Purchase software and digital signs to better disseminate messages to maintain situational awareness and IT equipment to allow County employees involved in Continuity of Operations/Government work from home to limit exposure to COVID-19.

3. SCOPE OF SERVICE:

The Scope of services include the following:

- 3.1. To slow the spread of COVID-19 virus in Apache County through increased testing and communication with citizens of the County.

4. TASKS:

The Contractor shall

- 4.1. Partially fund two (2) public health nurses and the County public health director so additional contract tracers and nurses can be employed to assist in the COVID-19 prevention and follow up;
- 4.2. Purchase eight (8) of Abbott ID Now rapid test machine (or other FDA approved point of care testing platform) with corresponding attachments and reagents for healthcare offices in the County;
- 4.3. Compile and report COVID-19 testing, case investigation, and contact tracing data in ADHS-approved state investigation data management system or other approved format for infectious disease control

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2021-058	SCOPE OF WORK COVID-19 Testing, Contact Tracing and Communication

5. APPROVALS:

- 5.1 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work;
- 5.2 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the County and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements; and
- 5.3 The County shall notify ADHS of any funding being redirected from the budget to other areas of the project or for uses for prior approval, including any changes of the Scope of Work of the submitted project.

6. DELIVERABLES:

- 6.1. Invoices submitted monthly within fifteen (15) days after the end of the preceding month. Invoices shall be emailed to: invoices@azdhs.gov. A copy shall be submitted to Eugene Livar; and
- 6.2. Provide a weekly report to ADHS with the number of new cases, investigations conducted and completed contact tracings conducted including compiling and reporting COVID-19 testing, case investigation, and contact tracing data in ADHS-approved state investigation data management system or other approved format.

7. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

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

Arizona Department of Health Services
Eugene Livar, MD, CIC
Chief, Bureau of Epidemiology & Disease Control
150 North 18th Avenue, Suite 100
Phoenix, Arizona 85007
Phone: (602) 364-3846
Email: Eugene.Livar@azdhs.gov

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

Apache County Public Health Services District
323 South Mountain Avenue
Springerville, AZ 85938
Phone: (928) 337-7532
Email: praban@co.apache.az.us

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA) PRICE SHEET COVID-19 Testing, Contact Tracing and Communication
IGA2021-058	

DESCRIPTION	FREQUENCY	TOTAL
Salaries and Wages as expended	Monthly	\$98,300.00
Fringe Benefits as expended	Monthly	\$39,332.00
Supplies as expended	Monthly	\$176,580.00
Other: Communication Awareness: information sharing, mass fatality operations and warehousing as expended	Monthly	\$120,000.00
Indirect Costs	Monthly	\$13,766.00
TOTAL NOT TO EXCEED		\$448,008.00

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT ONE (1) COVID-19 Testing, Contact Tracing and Communication
IGA2021-058	

Recipient's name: Arizona Department of Health Services

Recipient's unique entity identifier: 804745420

Federal Award Identification Number (FAIN): NU50CK00051

Federal award date: May 18, 2020

Period of Performance start and end date: May 18, 2020 – November 30, 2022

Total amount of the Federal award: \$150,148,030

Federal award project description: 2019 Epidemiology and Laboratory Capacity, COVID-19 Paycheck Protection Program and Health Care Enhancement Act Response Activities

Name of the Federal awarding agency and contact information of the awarding official: Centers for Disease Control and Prevention

Catalog of Federal Domestic Assistance (CFDA) number: CFDA 93.323

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA) ATTACHMENT (A) - BOYCOTT OF ISRAEL DISCLOSURE COVID-19 Testing, Contact Tracing and Communication
IGA2021-058	

BOYCOTT OF ISRAEL DISCLOSURE

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- ☐ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

COMPANY NAME			SIGNATURE OF PERSON AUTHORIZED TO SIGN	
ADDRESS			PRINTED NAME	
CITY	STATE	ZIP	TITLE	

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Public Health

Date/Signature: *[Signature]* 1-25-2021

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

Health District: Request authorization to create a full time Public Health Nurse (RN) position (Range 56).

BOS Meeting Date Requested: February 2, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: *Approved*

Signature *[Signature]*

Other Review: _____

Signature _____

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

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

BOOK/EXHIBIT NUMBER _____

Submitter's Name: Chief Deputy Roscoe Herrera / Commander Michael Cirivello-Jail District

Date/Signature: 05/25/21

The Jail District is requesting approval to accept the bid from the KUBL Group for removable and replacement of the CCTV system in the jail. This will be paid for out of state Jail Enhancement Funds and will have no affect on the jail budget or the general fund. Supporting documents are included.

BOS Meeting Date Requested 02/02/2021

PRE-AGENDA ITEM REVIEW

Legal Review: Joe stated that he will have it by agenda review

Check if item does not require review Joe Y

Finance Review: See attached

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review X

Other Review: Information Technology- See attached

Signature _____

Check if item does not require review _____

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

Bid for: BID #202103 JAIL RECORDING SYSTEM

Bid Opening Date 1-12-20

Time: 10:00 AM

Present: MIKE CIRIVELLO, ROBERT VORHIES
CAM CHEURONT, ANDREW DEMATTOS

Tabulating: DALE HAYSER

Vendor Name

Amount

KUBL (POTTS)

\$234,500-

LOGICALIS

\$377,497⁸⁶

GoSecCo

\$151,352⁸⁶

CNAL Security

\$194,075⁰⁰

APIC

\$353,324⁵¹

PREMISE ONE

\$299,799¹⁷

(\$472,226²¹)

Date: 01/21/2021

To: Apache County Board of Supervisors

c.c. Manager Paterson

From:

Subject: CCTV bids

Gentleman, The Jail District is in dire need of a new CCTV system to monitor inmate movements and activities. Parts of our current system are from the original system installed in the jail over 25 years ago. We currently have some areas that are only getting recording retention times of 9 minutes. As you can imagine, that causes us grave concerns as to the ability to have video evidence for use in prosecutions of criminal acts and defending against lawsuits brought by inmates in the jail.

Having reached the point of not being able to band aid the old system any longer, the Jail District has requested sealed bids for removal and replacement of the CCTV system. Under the supervision of Dale Hauser, the bids were received and then were opened on 01/12/2021 (see attached bid opening sheet). A committee was then formed that included senior members of the jail staff and members of our I.T. department to review the bids and choose the best fit for the jail.

A total of six bids were received, Premise One, APIC and Logicalis were removed from consideration due to the sheer costs of their solutions. That left Gosserco, CML and KUBL Group.

Gosserco has a long-standing relationship with this office as they have been the voice recording solution for the dispatch center and the jail for over ten years, and they have recently gotten into the video recording business. While they are the lowest bidder, the I.T. department pulled them out due to the low quality of the cameras and other equipment proposed in their solution.

CML Security was the next lowest bidder, while their products were more improved, anyone involved in their site walk got the feeling that we were just another number to them. They currently do not have any other clients up in this area and that creates issues for service calls as we are currently experiencing with our present vendor. Their bid was very sparsely written and left a number of questions that would need to be resolved.

The third remaining bidder was KUBL Group. Their solution includes quality hardware, cameras and computer controllers that the I.T. department strongly endorsed. While they are based out of Colorado, they have service technicians close by as they currently serve customers in Navajo County, The Navajo Nation (to include the Chinle Juvenile Facility and the Tuba City ADC), McKinley County, Dona Ana County, Graham County as well as dozens of southern Colorado facilities. This group specializes in solutions for detention facilities.

The Jail District is respectfully requesting permission to retain the KUBL Group to perform the removal and replacement of the CCTV system at the Sheriff's Office. This project will be paid for out of state jail enhancement funds and will be at no cost to the general fund or to the jails main account. In addition, we are awaiting information on temperature sensor/facial recognition cameras to be added to the system for enhanced Covid-19 detection which may make all or part of this project eligible for Covid relief monies.

Thank you for your attention in this matter.

Beth Bond

From: Michael Cirivello
Sent: Monday, January 25, 2021 8:21 AM
To: Beth Bond
Cc: Roscoe Herrera
Subject: CCTV Bid
Attachments: Bid opening log.pdf; Board Agenda.docx; BOS memo.doc; RE: BOS memo; Kubl Cameras.docx

Good morning! Attached you will find the agenda request and the supporting documents for a new CCTV system for the jail, please advise if I missed anything or I need to enhance anything, thanks!



Apache County IT

PO Box 428

St. Johns, AZ 85936

(928) 337-7509

MEMORANDUM

To: Apache County Sheriff's Office
From: Ben Dugdale, Information Technology Director
Date: July 21, 2020
Subject: Security Cameras

The IT Department has reviewed competing quotes for video security systems with the Apache County Sheriff's Office. The IT Department has several reasons to prefer the Kubl quote:

- Dell branded server with hot-swap drives and power supplies
- Option to expand server system resources with standard hardware
- Fiber-optic network between all switches
- Cisco POE switches
- 30 minutes response time for phone support
- On-site support within 4 hours for emergencies
- 24/7/365 remote support

The Apache County IT Department is familiar with Cisco network equipment and Dell servers if we need to assist with system maintenance before or after a service contract expires. Use of a standard Windows server gives the Sheriff an easier option to change camera vendors or expand the system resources on the server. The fiber-optic backbones give the Sheriff the option run higher resolution cameras.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

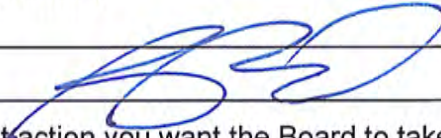
date/time stamp

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

Luis Cardenas Camacho, U.S. Census Bureau

Date/Signature:

1/25/2021



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

Overview of the 2020 Census, 2021 expectations and recognize Apache County as a supporter of Census.

BOS Meeting Date Requested 2/2/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

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

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: Notification of the retirement of Ellen Bast, and recognition of her almost 10 years of service.

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

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature

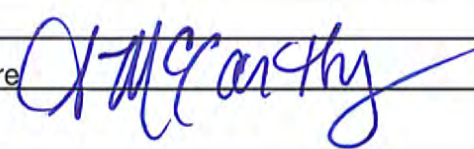
 1-14-21

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)

ENGINEERING

Date/Signature 1/25/21

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

NOTIFICATION OF THE RETIREMENT OF DELOS BOND AFTER 30+ YEARS OF SERVICE TO APACHE COUNTY

2

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 _____

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

BOS/AFM/MS-111

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

Finance

Date/Signature:  1/25/2021

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

Public hearing regarding the issuance of pension bonds to refinance PSPRS and CORP unfunded pension liabilities.

BOS Meeting Date Requested February 2, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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

WHITE MOUNTAIN INDEPENDENT
P.O. BOX 1570, SHOW LOW, AZ 85902
367 N. Main St. Suite 2, Eagar, AZ 85925
928-537-5721 PHONE 928-537-1780 FAX

State of Arizona)
) ss.
County of Navajo)

Affidavit of Publication
[] Navajo [x] Apache

NOTICE OF HEARING ON
PROPOSAL OF THE BOARD OF
SUPERVISORS OF APACHE
COUNTY, ARIZONA, TO INCUR A
LONG-TERM
OBLIGATION NOT SECURED BY
THE FULL FAITH AND CREDIT OF
SUCH COUNTY

For purposes of Section 11-391, Arizona Revised Statutes, the Board of Supervisors (the "Board") of Apache County, Arizona (the "County"), will hold a public hearing on February 2, 2021, at 8:30 a.m., Arizona time, in the Board of Supervisors meeting room, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, regarding a purchase or lease agreement (the "Agreement") to be secured by a pledge of some or all of the following: the revenues from excise taxes that the County now or hereafter levies, except for any taxes hereafter levied for an inconsistent purpose; excise taxes and transaction privilege (sales) taxes imposed and collected by the State of Arizona (the "State"), or any agency thereof, and returned, allocated or apportioned to the County, except the County's share of any such taxes which by State law, rule or regulation must be expended for other purposes; vehicle license taxes distributed or deposited to the County's general fund, except the County's share of any such tax which by State law, rule or regulation must be expended for other purposes; and amounts remitted to the County by the U.S. Department of Interior (or any successor entity) pursuant to the federal Payment in Lieu of Taxes program, to fund all or a portion of the County's unfunded liabilities with respect to the Arizona Public Safety Personnel Retirement System. (More detail about the foregoing will be provided in analysis provided to the Board at the hereinafter described hearing.) The Agreement is estimated to be in the principal amount of not to exceed \$15,190,000 and, with total estimated interest of \$5,422,498, to have a total estimated financing cost of \$20,612,498.

The Board will receive oral comments at the hearing and will receive written comments at any time before adopting the resolution of intention with respect to the Agreement which will be considered no earlier than February 17, 2021 (the "Resolution"). The Board's mailing address is Apache County Board of Supervisors, c/o Ryan N. Patterson, County Manager/Clerk of the Board, P.O. Box 428, St. John's, Arizona 85936. The notice of such Hearing posted on the website of the County includes an electronic link for submitting electronic comments at any time before 8:00 a.m. on the date the Resolution will be considered by the Board.

Dated: January 15, 2021

/s/ Ryan N. Patterson
County Manager/Clerk, Board of Supervisors

Published in the White Mountain Independent: #98903, F, January 15, 2021

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):

01/15/2021

White Mountain Independent

Victoria Starns

Sworn to me this

15th day of January 2021 A.D.

Tennetionel

Notary Public

QUALIFICATION

My Comm. Expires
12/31/2021



Apache County, Arizona

Analysis of Proposal to Incur Long-Term Indebtedness (Public Hearing)

Pledged Revenue Obligations, Taxable Series 2021

February 2, 2021

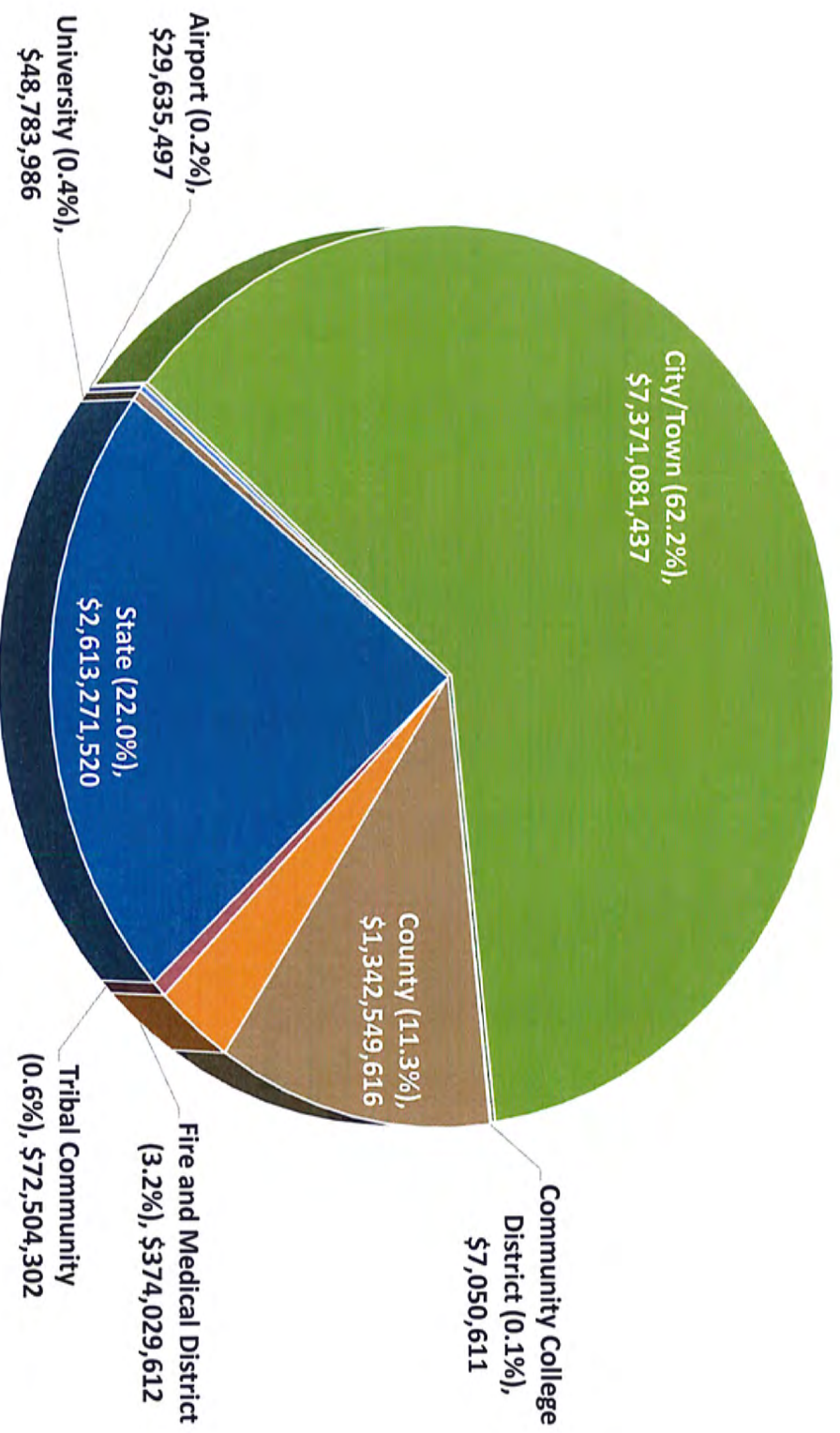
Analysis of

1. the need for the project,
2. the need to use long-term financing and
3. any other available options to accomplish the project.

Arizona Tier 1 & 2 Unfunded Pension Liabilities

STEEEL

Unfunded Pension Liability by Entity Type
PSPRS & CORP Tiers 1 & 2



1. 'City/Town' category does not include City of Cottonwood Fire Department, which is included in the Fire and Medical District Entity Type classification.
2. 'State' category includes unfunded liability amounts for Arizona State University, Northern Arizona University and University of Arizona.
3. Source: Arizona Corrections Officer Retirement Plan Actuarial Valuation as of June 30, 2020 and Arizona Corrections Officer Retirement Plan Actuarial Valuation as of June 30, 2020, Foster & Foster Actuaries and Consultants.

Status Quo: Apache County PSPRS Pension Debt Profile – Tier 1 and Tier 2 Costs

STIEFEL

Pension Plan	June 30, 2020 Recognized Unfunded Liability	Unrecognized Unfunded Liability	Timing Adjustment (6/30/2020 to 3/25/2021)	PSPRS Amortization
PSPRS – Sheriff Employees	\$11,814,709 (32.0% Funded) Accrual Rate: 7.3%	\$953,583 Accrual Rate: 7.3%	\$20,542 Accrual Rate: 7.3%	1. 18 Years, 2039 2. Escalating annual amortization ranging from \$774,011 (2020/21) - \$2,464,837 (2037/38)
CORP – Detention Employees	\$1,088,840 (41.4% Funded) Accrual Rate: 7.3%	\$162,569 Accrual Rate: 7.3%	\$19,412 Accrual Rate: 7.3%	1. 30 years, 2051 2. Escalating annual amortization ranging from \$50,573 (2020/21) - \$201,543 (2037/38)
Total	\$12,903,549	\$1,116,152	\$39,954	\$14,059,654

1. Source: Annual Actuarial Reports and GASB 68 Reports made publicly available by PSPRS.
2. Timing adjustment estimates the difference between the total unfunded liability as of the last actuarial report date (June 30, 2020) versus March 1, 2021. Calculation based on PSPRS's 7.3% assumed rate of return and annual payment projections provided by PSPRS for comparable employees to the County. In order to fully fund the County's PSPRS liabilities on January 1, 2021 and eliminate liabilities that would otherwise be recognized over the next 5 years, the County would need to make an estimated payment of \$13,914,054 to PSPRS. This amount is an estimate calculated by Stifel based on limited information from PSPRS and publicly available information, and such estimate had not been independently verified. Preliminary and subject to change.

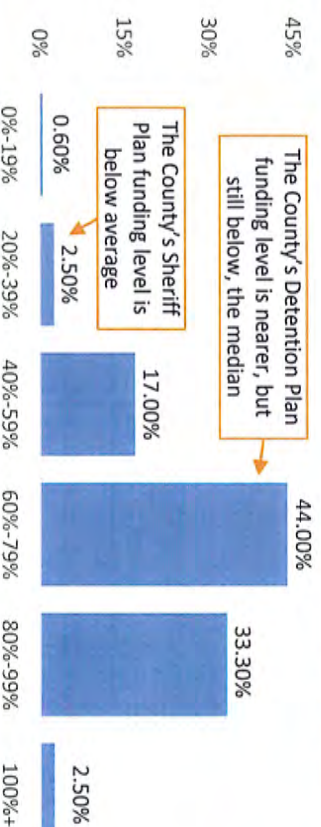
Status Quo: How do we compare to our peers?

STIEHL

Accruing at 7.30%, the County's pension payments are among the fastest escalating costs on the County's budget

- The County participates in Arizona PSPRS for its Sheriff, and CORP for its detention, employees and retirees
- The Sheriff Plan is funded at 32% while the Detention Plan is funded at 63% as of the 2020 valuation
- Both plans accrue at an assumed rate of 7.30%, well above the County's taxable bond rate in the current market¹
 - The actuarial rate was revised from 7.40% to 7.30% in the 2019 valuation, causing the UAAL to increase

Public Pensions: National Distribution of Funding Levels¹



- Overview of Key Terms:**
- **Actuarially Accrued Liability ("AAL").** The present value of all future benefit payments payable to current and future retirees
 - **Actuarial Value of Assets ("AVA").** The current value of all assets held/invested by PSPRS to generate returns and make benefit payments to retirees
 - **Funded Ratio.** The ratio of AVA to AAL; 100% funding implies Assets = Liabilities
 - **Unfunded Actuarially Accrued Liability ("UAAL").** The difference between the AAL and AVA

Apache County Plan Statistics (as of 6/30/2020) ²				Arizona PSPRS ²	
	Sheriff	Detention			
AAL	\$17,017,356	\$2,704,491		\$17,393,828,992	
AVA	\$5,246,008	\$1,699,941		\$8,079,039,739	
UAAL	\$11,814,709	\$1,088,841		\$9,325,730,005	
Actuarial Rate	7.30%	7.30%		7.30%	
Funded Ratio	32.0%	62.3%		46.4%	

Recommendation:

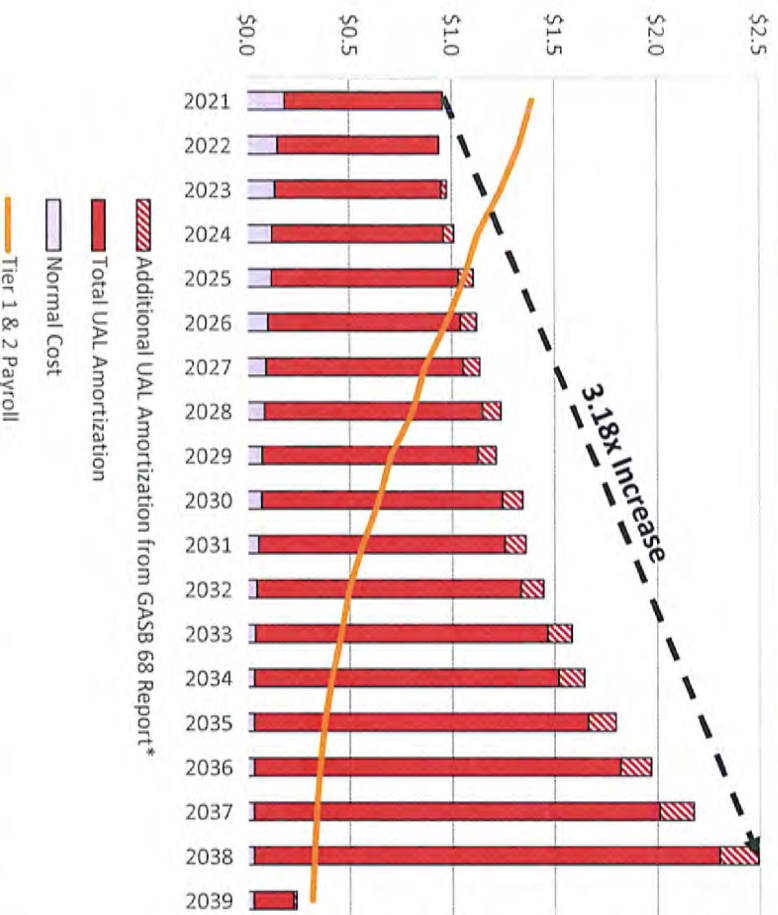
- Refinance pension liability using a taxable bond issue:
 - ✓ Achieve 100% funding levels (top 2.5% percentile nationally); greater assets will also allow PSPRS to improve investment efficiency and liquidity for paying benefits
 - ✓ Lower borrowing rate on \$14.1 million unfunded pension liability from 7.30% to approximately 3.096% (depending on credit and market conditions at the time of sale)
 - ✓ Generate budgetary stability and savings to address other needs and prevent crowding out of other priorities by escalating pension expenses

1. Center for Retirement Research at Boston College, "The Funding of State and Local Pensions: 2015-2020," Alicia H. Munnell and Jean-Pierre Aubry.
 2. Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2020.

What are we currently paying? (Apache County Sheriff)

STIFEL

Apache County Projected Sheriff Pension Payments per PSPRS (Graph in \$mil)¹



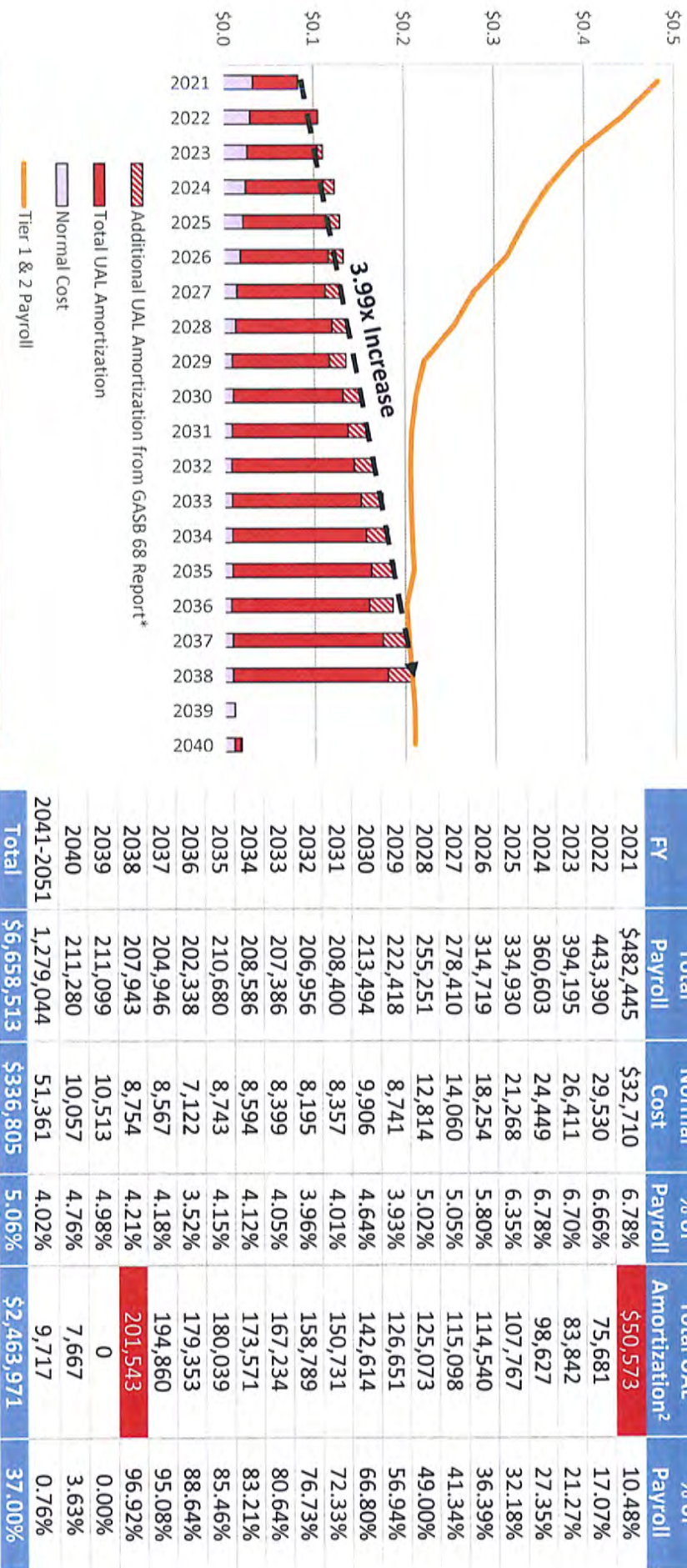
*The Governmental Accounting Standards Board (GASB) 68 Report identifies liabilities that will be recognized by the pension fund in the coming years. By funding these known, but not yet recognized, liabilities now, the County would avoid these additional UAL amortization payments.

1. Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2020.
2. The above Total UAL Amortization is estimated.

What are we currently paying? (Apache County Detention)

STIFFEL

Apache County Projected Detention (CORP) Pension Payments per PSPRS (Graph in \$mil)¹



*The Governmental Accounting Standards Board (GASB) 68 Report identifies liabilities that will be recognized by the pension fund in the coming years. By funding these known, but not yet recognized, liabilities now, the County would avoid these additional UAL amortization payments.

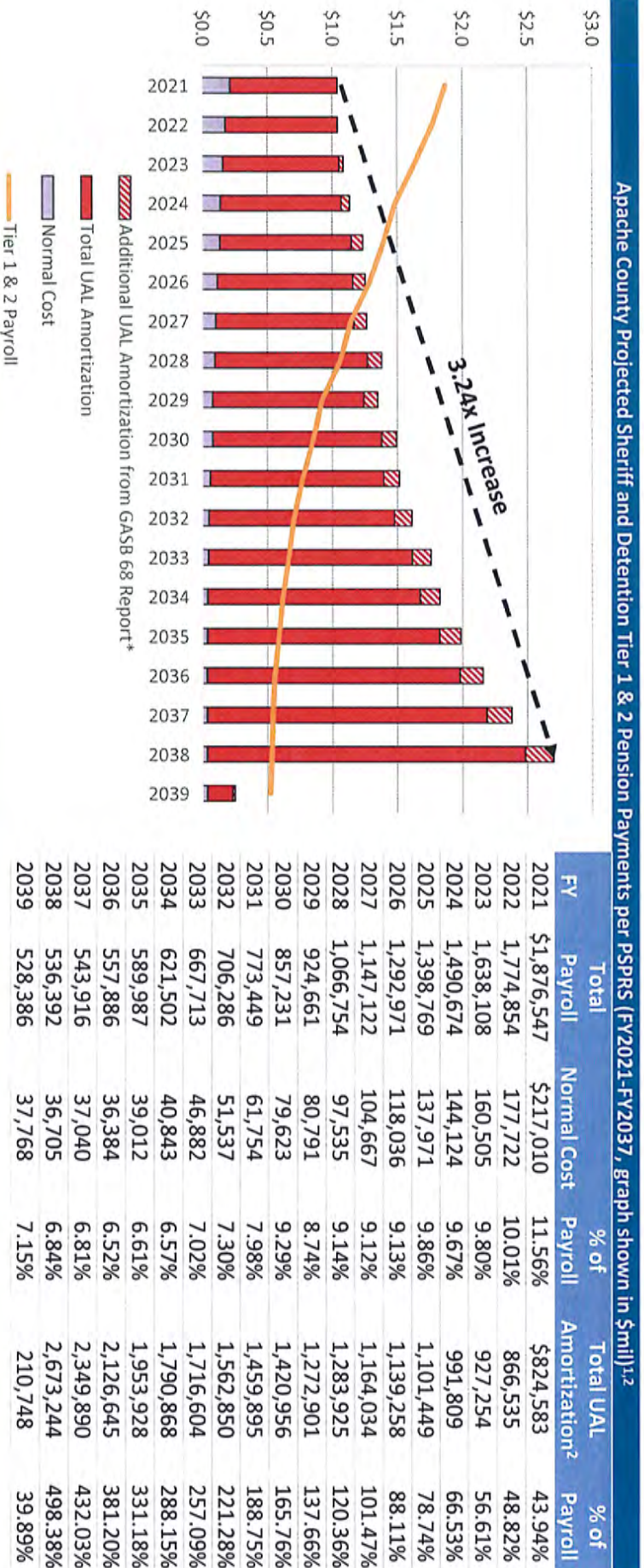
1. Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2020.
2. The above Total UAL Amortization is estimated.

Status Quo: What are we currently paying?

STIFEL

The County is essentially borrowing from PSPRS to support its pension plans and this cost continues to grow as plan assumptions evolve

- If the County does nothing, it will continue to be exposed to the risk of increased future costs and liabilities due to changes in assumptions or investment return volatility
- As can be observed below, UAL amortization payments will continue escalating well above total employee payroll for Tiers 1 & 2



Recommendation:

- The County can utilize a pension obligation bond issuance to refinance this liability, reduce ongoing annual payments, create a more level annual payment structure that provides greater budget stability, and increase its funded ratio

1. Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2020, GASB data as of 6/30/2020, and Stifel calculations.
2. The above Total UAL Amortization is estimated.

1. Analyze the County's largest unfunded and growing debt profile: PSPRS (Sheriff & Detention)
2. Liability accruing at 7.3% resulting in negative amortization and growing liability – impacting General Fund
3. Review alternatives to address the liability including a Refunding/Refinancing to:
 - Lower interest rate to 3.096% (estimated) from 7.3% - resulting in significant expected cash flow and net present value savings (expected Net Present Value Savings = \$5,342,956)
 - Address required and constitutionally protected growing legacy annual payments through level debt service structure
 - Structure level debt service with same/similar amortization as existing pension liability
 - Consider long-term Liability Management tool through Contingency Reserve Funds (actuarial and investment implications in the future)
 - Fund legacy Tier 1 and Tier 2 to 100% funded – at closing of transaction.



1. Do nothing

- Continue to pay accelerating payments to PSPRS resulting in possible tax increase in the future, need to cut expenses, or potentially a combination of both



2. Amend current PSPRS policy and budget more dollars towards the Unfunded Liability

- Separate tax policy or other revenue increase, and/or cuts to essential County services



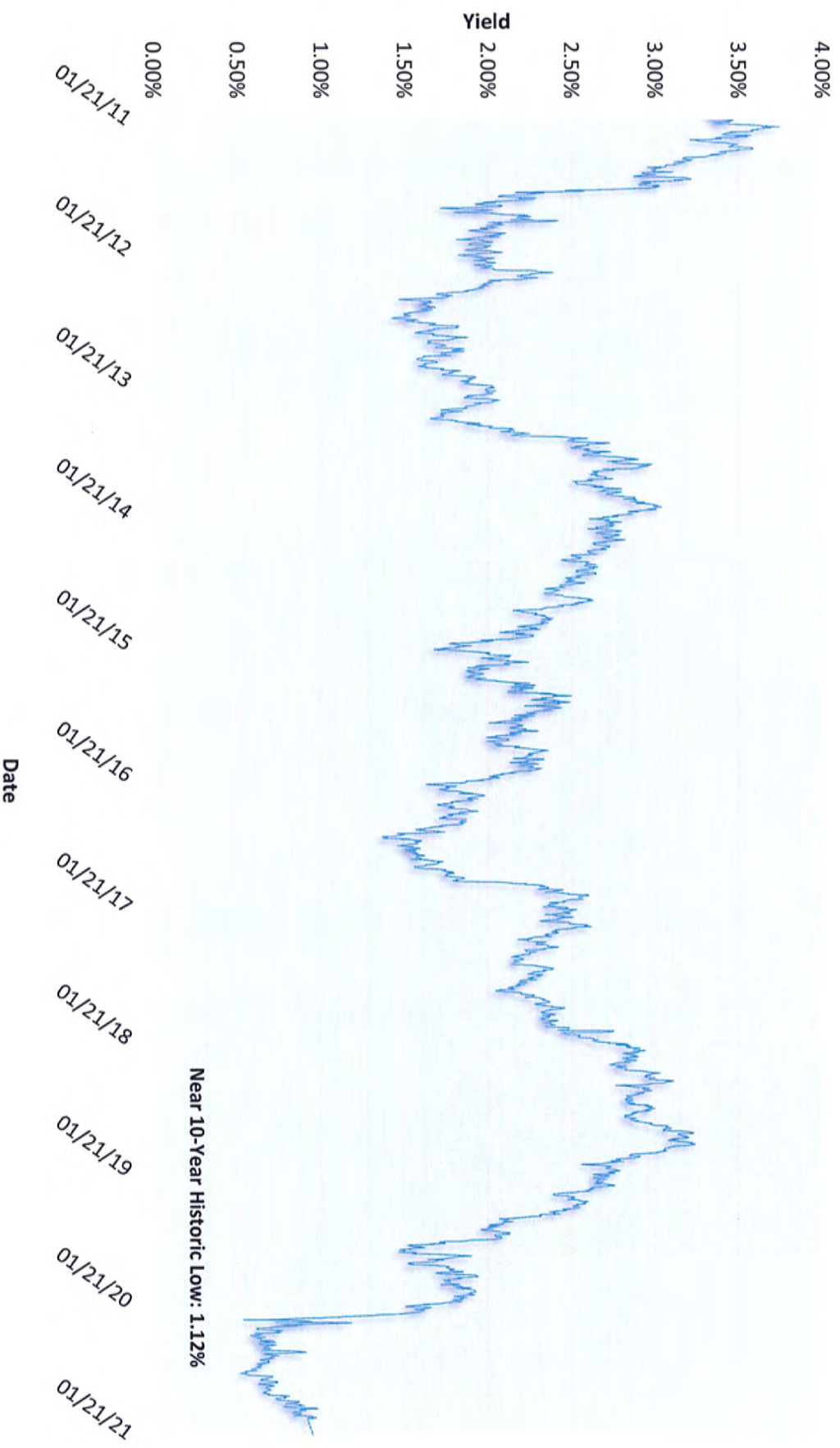
3. Refinance debt to PSPRS accruing at 7.3% with taxable bonds yielding approximately 3.096%

- Address the legacy trajectory by “chopping down the future mountain” with fixed debt service payments and consider implementing a Contingency Reserve Fund to help manage future liability.

Taxable Interest Rate Environment

STIFFEL

10-Year US Treasury Note: Past 12 Months¹
(Data through January 21, 2021)



1. Source: U.S. Department of the Treasury, as of January 21, 2021.

1. General Obligation Bonds
2. Obligations Subject to Annual Appropriation (Certificates of Participation)
3. Excise Tax Revenue Obligations
4. General Fund Cash Contributions

The following Arizona Counties have issued excise tax revenue obligations to refinancing their PSPRS and CORP Tier 1 and Tier 2 liabilities:

 December 2020 \$35,070,000 Yuma County (AZ) Taxable Excise Tax Revenue Obligations <i>Bookrunner</i>	 November 2020 \$89,055,000 Pinal County (AZ) Taxable Excise Tax Revenue Obligations <i>Bookrunner</i>	 November 2020 \$16,855,000 Gila County (AZ) Taxable Excise Tax Revenue Obligations <i>Bookrunner</i>
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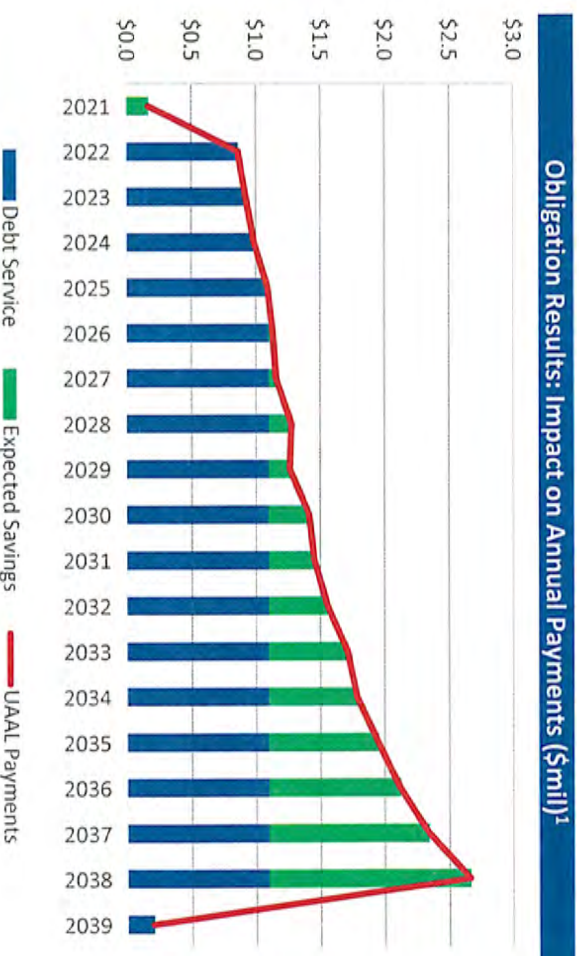
Obligations Incurred to Fund Unfunded Pension Liabilities: Analysis Results¹

STIFEL

Issuing obligations to fully fund the existing unfunded liability could allow the County to generate significant expected net present value benefit totaling \$5.34 million (38.00% of pension fund deposit) while leveling out year-over-year payments

- Replacing the County's upward curving UAAL amortization with level debt bonds could reduce the cost and life of the County's pension liability, and we expect the level debt amortization in particular would be well-received by rating agencies
- Our structure is designed to produce level debt service but without exceeding the current UAAL amortization in any year
- As summarized below, *this scenario could produce \$5,342,956 of total NPV savings*

Summary Statistics ¹	
Dated Date	3/25/2021
Final Maturity Date	1/15/2039
All-In TIC	3.10%
Arbitrage ("Arb") Yield	2.79%
Average Life	9.696 years
Bond Par Amount	\$14,425,000
Expected Cost Savings (UAAL – Debt Service)	\$7,771,055
NPV of Expected Annual Savings @ 2.79% (Arb Yield)	\$5,342,956
Expected NPV Benefit (as % of Pension Fund Deposit)	38.00%
Expected Actuarial Funding Status after Obligations	100.00%



1. Market conditions as of January 25, 2021. Spreads based on comparable recent transactions. Stifel does not guarantee at these levels. All NPV values are discounted to March 25, 2021 (assumed transaction closing date) at a discount rate of 2.79%, the arbitrage yield. Please refer to Stifel's risk disclaimers in this presentation. UAAL and amortization computed by Stifel using assumptions from the 2019 Actuarial Reports, annual UAAL payment data provided by PSPRS as of 6/30/2019, actuarial report as of 6/30/2020 from PSPRS, and other Stifel calculations and assumptions. UAAL payments shown are adjusted to reflect estimated payments made per fiscal year based on Stifel's calculations and assumptions. Without a pension bond, the County has small projected UAAL payments due to PSPRS past FY2039, which are not shown in the figure above.

Obligations Incurred to Fund Unfunded Pension Liabilities: Analysis Results¹

STIFEL

Fiscal Year Ending	Budgeted UAAAL Payments	Debt Service	Expected Annual Savings	Expected PV Benefit @ 2.79%
	[A]	[B]	[C] = [A] - [B]	[D] = PV[C]
2021	\$171,788	\$0	\$171,788	\$170,546
2022	\$866,535	\$862,114	\$4,421	\$4,270
2023	\$926,261	\$925,090	\$1,172	\$1,101
2024	\$989,990	\$985,591	\$4,399	\$4,021
2025	\$1,098,743	\$1,094,904	\$3,840	\$3,415
2026	\$1,136,412	\$1,100,670	\$35,742	\$30,924
2027	\$1,161,121	\$1,100,475	\$60,645	\$51,047
2028	\$1,280,706	\$1,101,453	\$179,253	\$146,790
2029	\$1,269,718	\$1,100,957	\$168,761	\$134,448
2030	\$1,417,406	\$1,097,179	\$320,228	\$248,196
2031	\$1,456,259	\$1,101,805	\$354,455	\$267,271
2032	\$1,558,951	\$1,099,961	\$458,990	\$336,704
2033	\$1,712,301	\$1,096,729	\$615,572	\$439,318
2034	\$1,786,377	\$1,097,560	\$688,817	\$478,253
2035	\$1,949,001	\$1,097,418	\$851,583	\$575,221
2036	\$2,121,237	\$1,101,305	\$1,019,932	\$670,245
2037	\$2,343,905	\$1,099,057	\$1,244,848	\$795,853
2038	\$2,666,380	\$1,100,837	\$1,565,543	\$973,724
2039	\$210,163	\$206,482	\$3,681	\$2,227
2040-2051	\$9,717	\$0	\$9,717	\$4,868
Total	\$26,140,640	\$18,369,585	\$7,771,055	\$5,342,956

1. Market conditions as of January 25, 2021. Spreads based on comparable recent transactions. Stifel does not guarantee to underwrite at these levels. All NPV values are discounted to March 25, 2021 (assumed transaction closing date) at a discount rate of 2.79%, the arbitrage yield. Please refer to Stifel's risk disclosures in this presentation. UAAAL and amortization computed by Stifel using assumptions from the 2019 Actuarial Reports, annual UAAAL payment data provided by PSPRS as of 6/30/2019, actuarial report as of 6/30/2020 from PSPRS, and other Stifel calculations and assumptions. UAAAL payments shown are adjusted to reflect estimated payments made per fiscal year based on Stifel's calculations and assumptions. Without a pension bond, the County has small projected UAL payments due to PSPRS post FY2039, which are not shown in the figure above.

Pledged Revenues

STIFEL

Source	Audited (a)					Unaudited Actuals (b)
	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
County General Excise Tax Revenues (c)	\$ 1,197,735	\$ 1,174,582	\$ 1,170,231	\$ 1,113,102	\$ 1,182,639	\$ 1,282,331
Gross state shared revenues	4,827,730	4,893,687	5,371,358	5,396,184	5,796,324	6,031,614
Less: AHCCCS contribution (d)	(1,154,064)	(1,099,224)	(1,112,566)	(476,850)	(415,417)	(397,915)
Net state shared revenues (e)	\$ 3,673,666	\$ 3,794,463	\$ 4,258,792	\$ 4,919,334	\$ 5,380,907	\$ 5,633,699
Vehicle License Tax revenues (e)	573,808	610,796	637,147	673,286	708,093	761,215
PILT Revenues	1,616,327	1,935,128	1,837,440	1,876,197	1,917,783	2,006,802
Total county excise tax revenues and net shared revenues	\$ 7,061,536	\$ 7,514,969	\$ 7,903,610	\$ 8,581,919	\$ 9,189,422	\$ 9,684,047

- (a) These amounts are from audited financial statements of the County for the years indicated. This table has not, however, been the subject of any separate audit procedures.
- (b) These amounts are actual, but unaudited and subject to change upon audit and should be considered with an abundance of caution.
- (c) Does not include amounts allocated from the Education Tax described under "State Shared Revenues" above.
- (d) Pursuant to Section 11-292, Arizona Revised Statutes, the Treasurer of the State withholds an amount of the State Shared Revenues determined by statutory formula for the administrative costs of implementing certain provisions of the Arizona Health Care Cost Containment System ("AHCCCS"). If the County does not make its contribution to the AHCCCS fund, which is used to offset certain indigent and related health care costs, the Treasurer of the State may withhold any amounts owed, plus interest retroactive to the first date the funding was due, from the County's State Shared Revenues.
- (e) The distribution of State Shared Revenues and Vehicle License Tax Revenues is subject to change by the State Legislature and accordingly, the County is unable to covenant to maintain the State Shared Revenues or Vehicle License Tax Revenues at any particular level of coverage to debt service.

Preliminary Debt Structure and Coverage – Public Notice Rates*

STIFEL

(1)	(2)	(3)	(4)	(5)	(6)
	Net Pledged County General Excise Taxes, State Shared, Vehicle License Tax, and PILT Revenues	Pledged Revenue Obligations Taxable Series 2021*			Maximum Annual Debt Service Coverage
Fiscal Year		Principal	Interest	Debt Service	
2019/20	\$ 9,684,047				
2020/21					
2021/22		\$ 455,000	\$ 410,331	\$ 865,331	
2022/23		460,000	464,665	924,665	
2023/24		530,000	458,363	988,363	
2024/25		645,000	450,254	1,095,254	
2025/26		695,000	438,257	1,133,257	
2026/27		735,000	424,635	1,159,635	
2027/28		870,000	407,436	1,277,436	
2028/29		880,000	384,903	1,264,903	
2029/30		940,000	359,031	1,299,031	
2030/31		970,000	329,985	1,299,985	
2031/32		1,000,000	299,042	1,299,042	
2032/33		1,035,000	265,642	1,300,642	
2033/34		1,070,000	230,038	1,300,038	
2034/35		1,110,000	188,843	1,298,843	
2035/36		1,155,000	146,108	1,301,108	7.44x
2036/37		1,195,000	101,640	1,296,640	
2037/38		1,245,000	55,633	1,300,633	
2038/39		200,000	7,700	207,700	
		<u>\$ 15,190,000</u>	<u>\$ 5,422,498</u>	<u>\$ 20,612,498</u>	

* Subject to change.

Preliminary Debt Structure and Coverage – Projected Market Rates*

STIFEL

(1)	(2)	(3)	(4)	(5)	(6)
	Net Pledged County General Excise Taxes, State Shared, Vehicle License Tax, and PILT Revenues	Pledged Revenue Obligations Taxable Series 2021*			Maximum Annual Debt Service Coverage
Fiscal Year		Principal	Interest	Debt Service	
2019/20	\$ 9,684,047				
2020/21					
2021/22	\$	585,000	\$ 277,114	\$ 862,114	
2022/23		585,000	340,090	925,090	
2023/24		650,000	335,591	985,591	
2024/25		765,000	329,904	1,094,904	
2025/26		780,000	320,670	1,100,670	
2026/27		790,000	310,475	1,100,475	
2027/28		805,000	296,453	1,101,453	
2028/29		820,000	280,957	1,100,957	
2029/30		835,000	262,179	1,097,179	
2030/31		860,000	241,805	1,101,805	
2031/32		880,000	219,961	1,099,961	8.79x
2032/33		900,000	196,729	1,096,729	
2033/34		930,000	167,560	1,097,560	
2034/35		960,000	137,418	1,097,418	
2035/36		995,000	106,305	1,101,305	
2036/37		1,025,000	74,057	1,099,057	
2037/38		1,060,000	40,837	1,100,837	
2038/39		200,000	6,482	206,482	
	<u>\$ 14,425,000</u>		<u>\$ 3,944,585</u>	<u>\$ 18,369,585</u>	

* Subject to change.

What are the risks associated with issuing obligations incurred to fund unfunded pension liabilities v. doing nothing?

STIFEL

Pension liability management carries four distinct types of risks: i) market risk, ii) actuarial risk, iii) sizing risk, and iv) other risks

Risk Description	Status Quo	Obligations
Market Risk. All pension plans are subject to changes in market conditions and year-over-year investment return performance. The assumed rate of return should ideally approximate a plan's long-term historical average returns	Performance studies allow actuaries to examine whether current return assumptions remain in line with actual performance. For example, many plans nationally have revised their actuarial rate to 7.00%	- Primary risk is investment return performance over lifetime of bond - An issuer of obligations will remain better off for doing the bonding as long as investment returns remain above the bond rate
Actuarial Risk. Any retirement system's independent actuaries calculate projections for plan assets and liabilities, and these projections are premised on a variety of assumptions such as investment returns, payroll increase, COLA, mortality, early retirement, and benefit payments. Annual employer contributions are calculated based on these assumptions	- Actuarial risk is inherent to all pension funds, and all projections of future contributions and payouts - Any revision or variance from these assumptions will alter projections and required contributions, regardless of the issuance of obligations	Obligations address the unfunded liability at a given point in time by swapping the assumed rate of return with a market-based borrowing rate that is locked in at the time of issuance. Any new liability created by new actuarial assumptions will have to be amortized separately
Funding Target Risk. The obligation proceeds amount is calculated to achieve a specified funding target defined by the issuer. This amount is calculated based on known components of the issuer's unfunded liability at the time of pricing, which is subject to achieving defined assumptions in an actuarial report; actual experience may vary	The funded ratio is subject to actuarial risk	If the actual unfunded liability upon closing of the bonds is higher or lower than the projected unfunded liability, the issuance of the obligations may result in a funding level that is above or below the target level defined
Other Risks. Other risks may also exist	Changes in statutory and/or constitutional provisions, bankruptcy filing by a municipality, etc.	Changes a soft liability (pension) into hard liability (debt); could enhance the impact of statutory/constitutional/bankruptcy changes

Mitigating Risks: Contingency Reserve Fund

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The County could apply cash on hand or a portion of bond proceeds to create a Contingency Reserve Fund that helps manage market and actuarial risks associated with obligations

- **What?** Helps mitigate risks associated with year-over-year volatility in investment earnings as well as changes in actuarial assumptions, such as assumed rate of return, COLA, mortality
- **How?** Use a portion of bond proceeds to establish an initial balance in CRFs for the Sheriff and Detention Plans, respectively
 - Apply a defined portion of ongoing year-over-year budgetary savings from the pension bond (difference between what UAAL payments would have been versus debt service costs) to continue funding CRF
- **Why?** In years where investment returns do not meet defined/established benchmarks, and/or changes in actuarial assumptions cause a significant change in projected annual payments, the County can draw on the CRF to smooth the budgetary impact of funding additional contributions for the newly created UAAL
- **Why not?** Negative carry of issuing additional debt to fund an upfront deposit

Rules for Investment of Proceeds. This is akin to permitted investment guidelines for reserve/escrow funds

- Proceeds should only be invested in liquid and/or short-term products to ensure prompt availability of funds

Rules for CRF Draws. While there may be greater flexibility to accord broader rules for draws on an CRF absent bond proceeds, in practice, permitting draws for any/every possible increase in payments could deplete the balance too soon

- The County may consider establishing a minimum fund balance threshold before which draws on the balance of the CRF could occur
- Draws may also be restricted to draws of investment income only, while the balance is untouched
- Establish periodic funded ratio thresholds, where CRF balance above a pre-defined level is drawn to supplement ARC

Rules for Contingency Replenishment. Could use ongoing pension bond savings or use *sell the float* on other County held funds for periodic inflows

- The County must also consider mechanisms to build up and/or maintain the CRFs balance by securing a stream of steady cash flow beyond the initial deposit
- This entails defining the revenue and investment sources for fiscal transparency, and redirecting investment returns in excess of an established benchmark to the Contingency Reserve Fund

Principal Amount of Bonds Outstanding
(\$000s omitted)

\$7,190
General Obligation Bonds
Series 2007
Dated: 4/18/2007

Fiscal Year Ending (July 1)	Principal	Coupon	Total
2021	\$700	4.500%	\$700
	\$700		\$700

Call 7/1/18 and After

Features: Callable 7/1/17
@ par

Insurer:

Purpose: Construct, Furnish and Equip
Libraries in the District

Authorization: None

Notes:

\$700 = Callable bonds

Financing Schedule

STIFEL

January 2021						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Date	Event	Responsibility
February 2 nd	11-391 Public Hearing. County required to wait 15 days prior to adoption of a Bond Resolution.	AC
February 4 th	Rating Agency Power Point Presentations. Final Rating by on or around February 18 th .	AC, Stifel
February 11 th	Due Diligence meeting/conference call.	All Parties
February 18 th	Final Ratings and reports due to the County and Financing Team.	AC, Stifel
February 18 th	All documents due to the County in connection with the March 2 nd BOS meeting.	All Parties
February 22 nd	Distribute POS to prospective investors, including final rating and insurance, if applicable.	All Parties
On-going Updates/Discussion	PSPRS true-up reconciliations on all agent multi-employer plans (Sheriff, CORP Detention).	AC, Stifel
March 2 nd	BOS considers a Resolution authorizing (delegating) authority to the County Manager/CFO to effectuate the transaction (assumes emergency clause adoption).	AC, Stifel, GT
March 4	Obligation Underwriting.	All Parties
March 25 th (on or around)	Closing. Funds wired to PSPRS to achieve at or near 100% funded ratio. Contingency reserve funds deposit to be determined.	All Parties
Financing Team:		
AC	Apache County, Arizona – Issuer	
GT	Greenberg Traurig, LLP – Special Counsel	
Stifel	Stifel – Underwriter	
SPB	Squire Patton Boggs – Underwriter's Counsel	
[TBD]	[TBD] – Trustee	



Contact Information

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The Stifel Advantage: Unparalleled Pension Expertise

STIFEL

The Stifel team brings over \$22 billion of senior managed pension financing expertise

 Exp. 1Q 2021 \$645,000,000* City of Tucson (AZ) Taxable COPs Joint Bookrunner	 Exp. 1Q 2021 \$440,000,000* City of Huntington Beach Pension Obligation Bonds Bookrunner	 Exp. 1Q 2021 \$158,000,000 City of Yuma (AZ) Taxable POBs Bookrunner	 December 2020 \$35,070,000 Yuma County (AZ) Taxable POBs Bookrunner	 November 2020 \$89,055,000 Pinal County (AZ) Taxable POBs Bookrunner	 November 2020 \$16,855,000 Gila County (AZ) Taxable POBs Bookrunner
 July 2020 \$131,000,000 City of Flagstaff (AZ) Taxable COPs Bookrunner	 February 2020 \$130,390,000 City of Pasadena (CA) Taxable Refunding POBs Bookrunner	 September 2019 \$64,420,000 City of Glendora (CA) Taxable POBs Bookrunner	 July 2018 \$340,000,000 County of Riverside (CA) Pension Funding TRANS Bookrunner	 May 2017 \$31,960,000 City of Riverside Taxable POBs Bookrunner	 August 2016 \$400,145,000 State of Wisconsin GFAABs Bookrunner
 June 2016 \$340,000,000 County of Riverside (CA) Pension Funding TRANS Bookrunner	 May 2016 \$31,145,000 City of Riverside Taxable Pension BANS Bookrunner	 January 2016 \$334,275,000 County of Orange (CA) Taxable POBs Bookrunner	 September 2015 \$15,995,000 City of Fountain Valley Taxable POBs Bookrunner	 July 2015 \$1,386,045,000 City of Los Angeles Pension Funding TRANS Bookrunner	 May 2015 \$30,940,000 City of Riverside Taxable POBs Bookrunner
 August 2015 \$32,020,000 City of Oceanside POB Refunding Bookrunner	 March 2011 \$269,815,000 Cwlth of Kentucky Funding Notes, Gen. Fund Bookrunner	 September 2010 \$289,335,000 Sonoma County, Cal. Pension Bonds Bookrunner	 August 2010 \$467,555,000 Cwlth of Kentucky Funding Notes, Genl Fund Bookrunner	 January 2010 \$3,466,000,000 State of Illinois GO Bonds Bookrunner	 December 2008 \$402,820,000 City of Houston, Tex. Pension Bonds Bookrunner
 April 2009 \$400,000,000 Milwaukee Cnty, Wisc. Pension Notes Bookrunner	 April 2008 \$2,275,578,270.75 State of Connecticut GO Bonds Bookrunner	 April 2008 \$798,120,000 State of Wisconsin GFAAB Bookrunner	 November 2005 \$101,515,000 City of Brockton, Mass. GO Bonds Bookrunner	 December 2003 \$1,794,850,000 State of Wisconsin GFAAB Bookrunner	 June 2003 \$10,000,000,000 State of Illinois GO Bonds Joint Bookrunner

Pension Risk Disclaimer and Engaged Underwriter/Placement Agent Disclosure

STIFEL

Pension Obligation Bonds ("POBs") are a source of financing for unfunded actuarial liabilities of pension funds and can serve a valuable function. However, the success of a POB financing is dependent on a number of assumptions proving to be accurate, and the failure of any of these assumptions is a risk that a government issuing POBs should consider.

Among the assumptions that are important to a POB financing, and the risks associated with those assumptions providing to be inaccurate, are the following:

- Assumption: The POB proceeds amount is calculated to achieve a specified funding target defined by the issuer. Risk: This amount is calculated based on known components of the issuer's unfunded liability at the time of pricing. The projected unfunded liability at any given point in time is subject to achieving defined assumptions in an actuarial report, and actual experience may vary. If the actual unfunded liability upon closing of the bonds is higher or lower than the projected unfunded liability, the issuance of the POBs may result in a funding level that is above or below the target level defined.
- Assumption: The investment yield on the POB proceeds once deposited in the pension fund will equal or exceed the yield on the POBs. Risk: If the investment yield on the POB proceeds is less than the yield on the POBs, and the decline is not offset by positive changes in other assumptions, the issuance of the POBs may actually increase the unfunded actuarial liability.
- Assumption: Payroll increases during the term of the POBs will be as anticipated when the unfunded actuarial liability was estimated at POB issuance. Risk: If payroll increases during the term of the POBs exceed expectations, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.
- Assumption: Cost of living adjustments ("COLAs") will be as anticipated when the unfunded actuarial liability was estimated at POB issuance. Risk: If COLAs exceed expectations during the term of the POBs, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.
- Assumption: Various assumptions used in calculating the unfunded actuarial liability -- such as mortality rates, early retirement incentives, types of payrolls covered by the pension fund -- will be as anticipated at the time of POB issuance. Risk: If there are reductions in mortality rates, increases in early retirement incentives, expansions of the payrolls covered by the pension plan during the term of the POBs, and these changes are not offset by positive changes to other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.

In addition to analyzing potential benefits that are based on achieving assumptions made in estimating the unfunded actuarial liability, we will also analyze potential budgetary benefits or losses based on various prospective levels of the pension systems' earnings to assist you in gauging the likelihood of success of a POB transaction. It should be noted that potential budgetary benefits vary from year to year. Actual benefits or losses and the success of the POB financing cannot be known until the POBs have been paid in full.

Stifel, Nicolaus & Company, Incorporated ("Stifel") has been engaged or appointed to serve as an underwriter or placement agent with respect to a particular issuance of municipal securities to which the attached material relates and Stifel is providing all information and advice contained in the attached material in its capacity as underwriter or placement agent for that particular issuance. As outlined in the SEC's Municipal Advisor Rule, Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the engagement.

Stifel is providing information and is declaring to the proposed municipal issuer that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

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RESOLUTION NO.

RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, STATING ITS INTENTION TO INCUR A LONG TERM OBLIGATION; APPROVING THE SALE AND EXECUTION AND DELIVERY OF NOT TO EXCEED \$15,190,000 AGGREGATE PRINCIPAL AMOUNT OF PLEDGED REVENUE OBLIGATIONS, IN ONE OR MORE SERIES, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN A PURCHASE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND EXECUTION AND DELIVERY OF SUCH OBLIGATIONS; DELEGATING AUTHORITY TO THE COUNTY MANAGER AND FINANCE DIRECTOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Board of Supervisors (the "Board") of Apache County, Arizona (the "County"), has determined to fund all or a portion of the County's unfunded liabilities (the "Funding") with respect to the Arizona Public Safety Personnel Retirement System ("PSPRS") and in connection therewith acquire the evidence of payment executed and delivered by PSPRS as a result of the Funding (the "Project"), by entering into a long-term obligation that is not secured by the full faith and credit of the County in the form of a First Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligations (the "Purchase Agreement"), with _____, as trustee (the "Trustee"), in its separate capacity as "Seller"; and

WHEREAS, because the County has a current population of less than five hundred thousand (500,000) persons, prior to incurring such long-term obligation, the Board must hold a hearing as required by Section 11-391, Arizona Revised Statutes; and

WHEREAS, a hearing on the Purchase Agreement was held at 8:30 a.m., Arizona Time, on February 2, 2021, in the Board of Supervisors meeting room, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, after notice thereof pursuant to applicable law; and

WHEREAS, pursuant to Section 11-391, Arizona Revised Statutes, at least fifteen days after such hearing, the Board must hold the public meeting at which this Resolution was considered to adopt findings and, following the public comments received at and after such hearing, by roll call vote, adopt and enter this Resolution to incur the Purchase Agreement to

finance the costs of the Project, stating the public need for financing the costs of the Project, and the estimated cost and the amount of the Purchase Agreement; and

WHEREAS, in connection with the Purchase Agreement, the Board hereby deems it necessary and desirable to provide for the sale and execution and delivery of pledged revenue obligations in one or more series, provided for by this Resolution (collectively, the "Obligations"), evidencing proportionate interests of the owners of the Obligations in payments to be made by the County to the Trustee pursuant to the First Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligations established as provided herein (the "Trust Agreement"), between the Trustee and the County, such payments to be made pursuant to the Purchase Agreement; and

WHEREAS, the Obligations will be secured by amounts received under the Purchase Agreement pursuant to which the County will pledge (i) revenues from the general excise taxes of the County authorized by Section 42-6103, Arizona Revised Statutes, as amended, which the County imposes, limited as described in the Purchase Agreement (the "County-Imposed Excise Taxes Revenues"), (ii) revenues from excise taxes and transaction privilege (sales) taxes imposed by the State of Arizona (the "State") or any agency thereof and returned, allocated or apportioned to the County, except the County's share of any such taxes which by State law, rule or regulation must be expended for other purposes (the "State Shared Revenues"), (iii) revenues from vehicle license taxes imposed by the State or any agency thereof and distributed or deposited to the County's general fund pursuant to Section 28-5808, Arizona Revised Statutes, as amended (the "Vehicle License Tax Revenues"), and (iv) amounts remitted to the County by the U.S. Department of Interior (or any successor entity) pursuant to the federal Payment in Lieu of Taxes program (collectively with the County-Imposed Excise Taxes Revenues, the State Shared Revenues and the Vehicle License Tax Revenues, the "Tax Revenues"); and

WHEREAS, the Board will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the underwriter (the "Underwriter"), and not acting as a municipal advisor as defined in the Registration of Municipal Advisors Rule of the Securities and Exchange Commission, and has determined that the Obligations should be sold through negotiation to the Underwriter pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-005-1718 and on such terms as may hereafter be approved by the Authorized Representatives (as defined herein); and

WHEREAS, pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to reasonably determine that issuers have entered into written undertakings to make ongoing disclosure in connection with offerings of obligations to investors subject to the Rule, including with respect to the Obligations, to be dated the date of the Obligations (the "Undertaking"); and

WHEREAS, it is determined that procedures should be adopted in order to document practices and describe various procedures for preparing and disseminating such ongoing disclosure for the benefit of the holders of the County's obligations and to assist the

Participating Underwriters in complying with the Rule and such written undertakings (the "Procedures"); and

WHEREAS, there have been presented to the Board at the meeting at which this Resolution is being adopted the proposed forms of: (1) the Purchase Agreement; (2) the Trust Agreement; (3) the Undertaking; (4) the Obligation Purchase Contract, to be dated the date of the sale of the Obligations (the "Purchase Contract"), by and between the County and the Underwriter, for the purchase of the Obligations; (5) the Preliminary Official Statement, to be dated the date of the dissemination thereof (the "Preliminary Official Statement"), relating to the Obligations, which, as to be revised after the sale of the Obligations, shall constitute the Official Statement, to be dated the date of sale of the Obligations (the "Official Statement"), relating to the Obligations; and (6) the Procedures; and

WHEREAS, financing the costs of the Project pursuant to the Purchase Agreement is in furtherance of the purposes of the County and in the public interest;

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

Section 1. (a) It is intended that the County incur the Purchase Agreement to finance the costs of the Project. The public need for the Project is to manage the County's unfunded liabilities with respect to PSPRS with the proceeds of the sale of the Obligations on the most economic financial terms available. The Purchase Agreement is estimated to be in the principal amount of not to exceed \$15,190,000 and, with total estimated interest of \$5,422,498, to have a total estimated financing cost of \$20,612,498.

(b) The County Manager and Finance Director of the County or the designees of either of them (collectively, the "Authorized Representatives") are hereby authorized to determine on behalf of the County: (1) the series name and designation of each series of the Obligations; (2) the date the Obligations are to be sold to the Underwriter; (3) the total aggregate principal amount of each series of the Obligations which are to be executed and delivered but not to exceed in total for all series the aggregate principal amount of \$15,190,000; (4) the date each series of the Obligations is to be dated; (5) the dates on which interest on each series of the Obligations is to be payable and the interest rates per annum the Obligations are to bear (but not more than ____% per annum for any stated payment date); (6) the dates each series of the Obligations are to be payable (but the final principal payment must occur not later than in the year 20__), the principal amounts to be payable on such dates and the provisions for prepayment thereof in advance of such dates; and (7) the terms upon which the Obligations are to be sold to the Underwriter (including determinations of price, original issue discount and premium and underwriting compensation).

(c) The Authorized Representatives are further authorized to determine on behalf of the County whether the purchase of an insurance policy securing payment of the Obligations would be advantageous to the County or the terms of the financing represented by the Obligations. The Authorized Representatives are authorized to negotiate with and secure, with proceeds of the Obligations or otherwise, such an insurance policy, from one or more institutions, the claims-paying ability of which are then assigned one of the two highest

rating categories by a nationally recognized credit rating agency. The Authorized Representatives are authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such insurance policy, including those making provision for the repayment of amounts advanced by the institutions issuing such insurance policy.

(d) The form and other terms of the Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement and are hereby approved.

(e) The Procedures are hereby adopted to establish policies and procedures related to the purposes set forth in the Recitals hereto. The right to use discretion as necessary and appropriate to make exceptions or request additional provisions with respect to the Procedures as may be determined is hereby reserved. The right to change the Procedures from time to time, without notice, is also reserved.

Section 2. The Obligations are to be sold to the Underwriter pursuant to the terms of the Purchase Contract, as such terms are to be determined as provided hereinabove.

Section 3. The forms, terms and provisions of the Purchase Agreement, the Trust Agreement, the Purchase Contract and the Undertaking, in substantially the forms of such documents (including the Obligations and other exhibits thereto) presented at the meeting of the Board at which this Resolution is being adopted are hereby approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove, and shall be approved by the Chairperson of the Board, any other member of the Board, and, in the case of the Purchase Contract, the Authorized Representatives, the execution of each such document being conclusive evidence of such approval, and the Chairperson of the Board or any other member of the Board and, in the case of the Purchase Contract, the Authorized Representatives, or the Clerk, where applicable, are hereby authorized and directed, for and on behalf of the County, to execute and deliver and attest or approve the Purchase Agreement, the Trust Agreement, the Purchase Contract and the Undertaking, and to take all action to carry out and comply with the terms of such documents.

Section 4. The distribution of the Preliminary Official Statement by the Underwriter in substantially the form presented to the Board at the meeting at which this Resolution is being adopted is hereby ratified, confirmed and approved, and the Official Statement in substantially the form of the Preliminary Official Statement, with such changes or revisions therein from the form of the Preliminary Official Statement as may be approved by the Chairperson of the Board, any other member of the Board or the Authorized Representatives, executing the same, is hereby approved, and the Chairperson of the Board, any other member of the Board or the Authorized Representatives, are hereby authorized, empowered and directed, in the name and on behalf of the County, to execute and deliver the same to the Underwriter. The execution and delivery by the Authorized Representatives of instruments confirming that the Preliminary Official Statement was "deemed final" in accordance with the Rule is hereby ratified, confirmed and approved.

Section 5. The Trustee (including in its capacity as Seller) is hereby requested to take any and all action necessary in connection with the execution and delivery of the Purchase

Agreement and the Trust Agreement and the sale and execution and delivery of the Obligations, and is further authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 6. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on the Tax Revenues and the restriction on the issuance of further parity obligations secured by the Tax Revenues are hereby approved and confirmed.

Section 7. The Authorized Representatives and other officers of the County, on behalf of the County, are each hereby authorized and directed, without further order of the Board, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the County to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated hereby and as may be necessary to carry out the terms and intent of this Resolution.

Section 8. All actions of the officers and agents of the County which conform to the purposes and intent of this Resolution and which further the sale and execution and delivery of the Obligations as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved.

Section 9. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 10. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, particularly to finance the Project on the most attractive terms available to the County, and an emergency is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage by the Board and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona. After any of the Obligations are delivered by the Trustee to the Underwriter and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

[Remainder of page left blank intentionally.]

PASSED, ADOPTED AND APPROVED, by the Board of Supervisors of Apache County, Arizona, on March 2, 2021.

APACHE COUNTY, ARIZONA

By.....
Chairperson, Board of Supervisors, Apache
County, Arizona

ATTEST:

By.....
Clerk, Board of Supervisors, Apache County,
Arizona

DRAFT – For Approval

in March Meeting

CERTIFICATION

I hereby certify that the foregoing Resolution No. was duly passed and adopted by the Board of Supervisors of Apache County, Arizona, at a regular meeting held on the 2nd day of March 2021, and the vote was ayes and nays.

.....
Clerk, Board of Supervisors, Apache County,
Arizona

**DRAFT – For Approval
in March Meeting**

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: 1/25/2021 

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

Discussion and possible selection of two (2) members of the Board of Supervisors to serve on the Northern Arizona Council of Governments (NACOG) Regional Council.

BOS Meeting Date Requested 2/2/2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager County Manager

Date/Signature:

1/25/2021



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

Discussion and possible selection of a member of the Board of Supervisors to serve on the Eastern Arizona Counties Organization (ECO) Committee.

BOS Meeting Date Requested 2/2/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

1/25/2024



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

Discussion and possible selection of a member of the Board of Supervisors to serve on the AZ/NM Counties Coalition Committee.

BOS Meeting Date Requested

2/2/2024

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)

Finance

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 demands as distributed to the Apache County Board of Supervisors between January 5, 2021 to February 2, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 2/2/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	529.06
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	APACHE COUNTY FSA	933.11
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	APACHE COUNTY HSA	4,377.74
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	APACHE COUNTY MEDICAL	168,604.23
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	133,688.04
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ASRS LEGACY EORP	8,301.16
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	109,812.85
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,490.20
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CORP DISABILITY	136.64
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,110.30
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,320.27
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	NATIONWIDE	3,655.60
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,388.02
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,397.80
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	38,473.66
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,665.89
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	4IMPRINT	325.09
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ACTION PLUMBING/REED SERVICES LLC	194.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ALLEGRA	833.95
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ALSCO INC	797.53
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	4,397.02
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	APACHE COUNTY	119.90
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ASHTONS REPAIR INC	108.10
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	AZ CONSTABLES ASSN	618.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	67.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	B & H PHOTO VIDEO PRO AUDIO	578.75
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BACKWOODS TEES LLC	264.56
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	1,110.68
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	MALENA GENEVIEVE BAZURTO	300.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SARAH MAE BEGAY	55.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BIG O TIRES OF SHOW LOW	1,070.11
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	416.87
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BM TECHNOLOGY & SUPPLY INC	695.17
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BOB BARKER COMPANY INC	1,345.08
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	GLORIA BOWMAN	106.95
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	JARROD C BROOKS	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BURNHAM MORTUARY	448.78
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CANDLEWOOD SUITES TUCSON	77.31
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CEDAR GROVE WATER CO	70.36
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CELLULAR ONE NE AZ	1,045.03
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	15,400.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CONNEY SAFETY PRODUCTS	843.92
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CONTRACT PHARMACY SERVICES INC	9,352.38
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	COPPER STATE BOLT & NUT CO	309.56
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CORNERSTONE DETENTION PRODUCTS	64,650.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CRAFCO INC	22,423.89
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ROGER STUART CURTIS	602.49
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	DAVIS TRUE VALUE HARDWARE	14.73
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	DELL COMPUTER CORPORATION	5,217.70
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	DIRECTV LLC	77.84
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BEN DUGDALE	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	EMPIRE MACHINERY	9,981.74
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	26.55
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	FRONTIER	168.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	FRONTIER	80.26
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	FRONTIER	1,221.16
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	GALL'S INC	1,054.04
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SAMUEL TODD GARDNER	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	DARYL GREER	474.04
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	HAMBLIN & ASSOCIATES LLC	7,550.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	KLINT HEAP	225.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	HEMOCUE AMERICA	282.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	HILL AZ GROCERY STORE	15.22
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	TIMOTHY HINTON	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	HOME DEPOT	1,194.66
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	BRIAN HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	JOHN (JACK) INGRAM	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	INGRAM LIBRARY SERVICES	155.69
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	DAVID LAMM	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	MICHAEL LATHAM	3,120.08
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	CHEYANNE CIARA LITTLEMAN	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	LIVCO WATER & SEWER COMPANY	20.48
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	MCKESSON MEDICAL SURGICAL	0.02
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	LEHI MONTIERTH	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	NAPA	905.72
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	NATIONAL BUSINESS FURNITURE	3,481.05
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	NAVAJO WESTERNERS	58.92
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	TEDDY MILES NEWMAN	155.09
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	OCLC INC	82.25
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ORIENTAL TRADING COMPANY	102.66
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	MARY ELLEN D OTERO	62.12
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	OVERDRIVE INC	135.56
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	DENNIELLE PATTERSON	150.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	PEPPERBALL	1,214.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	PERFECT PRINTZ LLC	314.72
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	RANDOLPH PLATT DDS	606.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	PREMIER DRY CLEANING	23.75
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	QUALITY READY MIX INC	370.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	QUILL CORP	2,458.17
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	R&S NORTHEAST LLC	123.62
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	RHINEHART OIL CO	6,820.89
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	RIM COUNTRY MECHANICAL	161.50
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	RUSH TRUCK CENTER	148,381.17
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SEAN P WILSON MD	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	2,702.02
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SEM APPLICATIONS INC	114.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ALTON JOE SHEPHERD	16.44
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	LANNY B SHERRILL	225.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	TRAVIS K SIMSHAUSER	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	120.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,063.26
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ST JOHNS UNITED DRUG	15.47
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	REED D STRADLING	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SUEAN STRADLING-COLLINS	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	SYMBOL ARTS	431.42
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	THE POUR STATION	15.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	THOMSON REUTERS WEST	4,160.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	ULINE INC	5,137.41
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	UNIFIRST CORPORATION	65.43
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	VALLEY AUTO PARTS	1,517.41
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	VALLEY IMAGING SOLUTIONS	77.12
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	RITA VAUGHAN	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	465.30
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	VERIZON WIRELESS	1,551.04
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	VERLYN DEAN WALKER	51.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	THOMAS CARDON WEBB	150.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	99.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	300.00
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	MICHAEL B WHITING	723.26
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	WILLIAMS SCOTSMAN INC (WILLSCOT)	1,398.36
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	WOODLAND BUILDING CENTER	118.43
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	WRIGHT EXPRESS FSC	1,549.30
Open	NBAZ - Warrant Clearing Account	01/05/2021	Accounts Payable	IVAN D ZHELEV	300.00
Open	NBAZ - Warrant Clearing Account	01/06/2021	Accounts Payable	GLORIA BOWMAN	390.00
Open	NBAZ - Warrant Clearing Account	01/06/2021	Accounts Payable	CHERESA CURLEY	204.00
Open	NBAZ - Warrant Clearing Account	01/06/2021	Accounts Payable	DISH NETWORK	106.14
Open	NBAZ - Warrant Clearing Account	01/06/2021	Accounts Payable	HISTORICSTREETSCAPES PLLC	10,327.50
Open	NBAZ - Warrant Clearing Account	01/06/2021	Accounts Payable	JOE SHIRLEY JR	151.20
Open	NBAZ - Warrant Clearing Account	01/06/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	30.00
Open	NBAZ - Warrant Clearing Account	01/06/2021	Accounts Payable	VERITAS RESEARCH CONSULTING	650.00
Open	NBAZ - Warrant Clearing Account	01/07/2021	Accounts Payable	GLORIA BOWMAN	50.00
Open	NBAZ - Warrant Clearing Account	01/07/2021	Accounts Payable	MARCUS CLEAVER	270.00
Open	NBAZ - Warrant Clearing Account	01/07/2021	Accounts Payable	NATIONAL BANK	7,670.32

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/07/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	1,322.12
Open	NBAZ - Warrant Clearing Account	01/07/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	306.20
Open	NBAZ - Warrant Clearing Account	01/07/2021	Accounts Payable	ALTON JOE SHEPHERD	113.12
Open	NBAZ - Warrant Clearing Account	01/07/2021	Accounts Payable	TOWN OF SPRINGERVILLE	6,400.00
Open	NBAZ - Warrant Clearing Account	01/07/2021	Accounts Payable	ABSOLUTE EXHIBITS INC	515.00
Open	NBAZ - Warrant Clearing Account	01/12/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	4,578.61
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ALLEGRA	685.55
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ALPINE WATER AND SANITARY	90.26
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	994.08
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	AMERIGAS - GALLUP	1,171.20
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	APACHE COUNTY	116.13
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	APEX SOFTWARE	1,480.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ARIZONA MAGISTRATES ASSOCIATION	50.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ASHTONS REPAIR INC	155.52
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	AT&T MOBILITY	124.47
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	AZ COUNTIES INSURANCE POOL	478.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	58,766.22
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	13,878.27
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,087.79
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ELLEN RAE BAST	150.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	54.72
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	SARAH MAE BEGAY	590.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BILTMORE PSYCHIATRIC GROUP	500.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	637.37
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BOOT BARN	600.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BREWER LAW OFFICE PLLC	1,000.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BRIDES AUTO CENTER	3.75
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DEVIN BROWN	805.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BURNHAM MORTUARY	448.78
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	153.96
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CANDLEWOOD SUITES TUCSON	154.62
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CDW GOVERNMENT LLC	3,384.59
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CELLULAR ONE NE AZ	459.32
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	166.26

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CIVIC WEBMASTERS	3,074.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	708.59
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CONTINUANT INC	1,178.20
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	24,929.78
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	COPPERSTATE DRILLING & SUPPLY INC	58.64
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CHERESA CURLEY	1,175.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	RODGER DAHOZY	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DIAMOND C FEEDS	78.53
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CECILIA DIAZ	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DISH NETWORK	78.50
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BEN DUGDALE	46.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	EMPIRE MACHINERY	4,313.24
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	EMPIRE POWER SYSTEMS	1,288.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	246.35
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	FERRELLGAS	1,708.17
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	71.49
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	MYRTIS FRANCIS	100.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	FRONTIER	232.55
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	FRONTIER	1,859.58
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	FRONTIER	4,551.41
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	GALL'S INC	342.49
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BARBARA J GOMEZ	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DARYL GREER	420.53
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	MARSHA ANN GREGORY	340.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	KLINT HEAP	1,300.02
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	HIGH COUNTRY PROPANE	1,336.27
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	MEGAN L HILL	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	HILL AZ GROCERY STORE	6.10
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	HILLYARD/FLAGSTAFF	1,115.10
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	HOME DEPOT	334.69
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ANNELL R HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	INGRAM LIBRARY SERVICES	488.82
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	101.67
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	TYRON JENSEN	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	361.77

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DENNISE L JONES	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	JUNIOR LIBRARY GUILD	245.70
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	WALTER SCOTT KING	478.24
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	KONICA MINOLTA	45.22
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	LANGUAGE LINE SERVICES INC	1.18
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	LARSON WASTE INC	139.95
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	MICHAEL LATHAM	113.46
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	LAWSON PRODUCTS INC	1,353.69
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	LINGO	86.91
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	S TOMASA LOZOYA	88.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	MARSHALL AND SWIFT BOECKH LLC	1,028.15
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DEENA CHRISTINE MATTICE	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	STEPHANIE MCCARTHY	6,551.52
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ALANE M MOORE	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	JASON WAYNE MOORE	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	LAILAUNI J MOORE	168.09
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DIANA M MORGAN	238.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	NATIONAL NOTARY ASSOCIATION	340.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	130.92
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	7,844.10
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	NORTHLAND PIONEER COLLEGE	885.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	112.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	KORYNN ADELL ORSAK	1,005.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	MARY ELLEN D OTERO	90.72
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	OVERDRIVE INC	7.50
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	TOBIE KLIESSEN OVERSON	564.47
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	213.14
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DOUGLAS LANCE PEARCE	969.38
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	PERFECT PRINTZ LLC	318.78
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	PITNEY BOWES	775.48
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	PRAXAIR DISTRIBUTION INC	33.81
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	PREMIUM PROPANE LLC	5,430.41
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	LEONARDO DANIEL PRIETO	78.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	QUILL CORP	1,338.58

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	R&S NORTHEAST LLC	225.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	RELIABLE BACKGROUND SCREENING	409.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	CELESTE ROBERTSON	1,100.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	JOHN MICHAEL ROBERTSON	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ANGELA C ROMERO	330.80
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	RUSH HOUR DELIVERY LLC	40.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	PATRICK J SANDOVAL	152.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	LAURENCE SCHIFF	1,800.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	SIERRA PROPANE	2,213.52
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	KELI ANN SINE-SHIELDS	480.74
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ST JOHNS CITY	929.20
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ST JOHNS UNITED DRUG	82.16
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	242.76
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	THE POUR STATION	105.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ALENA THOMPSON	400.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	THOMSON REUTERS WEST	1,083.91
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	TORRISON CONSULTING LLC	19,328.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	TOWN OF EAGAR	212.17
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.55
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	TRINITY SERVICES GROUP INC	19,938.22
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	991.01
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	UNIFIRST CORPORATION	113.94
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	US POSTMASTER	274.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ANDREA ROSE VAUGHN	669.38
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	VERIZON WIRELESS	40.01
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	VINNEDGE SIGNWORKS LLC	593.88
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	DELANA WAITE	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	VERLYN DEAN WALKER	51.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	WALMART COMMUNITY	505.19
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	WELCOME INN AND SUITES	245.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	99.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	GARRET LEE WHITING	300.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	MICHAEL B WHITING	1,017.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	WOODLAND BUILDING CENTER	514.15
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	WRIGHT EXPRESS FSC	755.19

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	YELTON AND ASSOCIATES	15,000.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	JOSEPH YOUNG	2,100.00
Open	NBAZ - Warrant Clearing Account	01/13/2021	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	484.81
Open	NBAZ - Warrant Clearing Account	01/14/2021	Accounts Payable	RYAN N PATTERSON	34.05
Open	NBAZ - Warrant Clearing Account	01/14/2021	Accounts Payable	MAUREEN SANDERSON	628.00
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	448.18
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	APACHE COUNTY FSA	933.11
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	APACHE COUNTY HSA	4,377.74
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	APACHE COUNTY MEDICAL	164,424.43
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	156,433.33
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	ASRS LEGACY EORP	8,301.16
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	111,657.63
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,490.20
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	CORP DISABILITY	115.64
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,869.94
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,856.12
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	NATIONWIDE	3,455.44
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,610.62
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,397.80
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	38,230.92
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	01/19/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,665.89
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AAA OR NORTHERN CALIFORNIA, NEVADA & UTAH	77.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ALLEGRA	172.39
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ALPINE WATER AND SANITARY	75.36
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ALSCO INC	796.48
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,678.70
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AMAZON COM INC	10.90
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AMERIGAS - GALLUP	3,224.39

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	45.88
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	2,963.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ASHTONS REPAIR INC	1,642.04
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AT&T MOBILITY	69.72
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AZ ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	175.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,305.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AZ DEPT OF REVENUE	784.82
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	AZLGEBT	331,349.93
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	B & H PHOTO VIDEO PRO AUDIO	3,272.97
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	136.84
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	825.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	658.25
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	MALENA GENEVIEVE BAZURTO	65.95
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BEACON FIRE AND SECURITY LLC	225.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SARAH MAE BEGAY	610.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BI INC	216.86
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BLOCKBUSTER INC	276.38
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	261.71
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BLUE LINE TOWING	500.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GLORIA BOWMAN	131.65
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BRIDES AUTO CENTER	332.17
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BRODART CO	133.38
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	CANDLEWOOD SUITES TUCSON	77.31
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	CELLULAR ONE NE AZ	116.04
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	23,640.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	CNA SURETY	100.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	803.24
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	CYPRESS INFORMATION SERVICES LLC	700.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	442.16
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DELL COMPUTER CORPORATION	1,086.96
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DEMCO	121.41
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DISH NETWORK	147.38
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DISH NETWORK	176.28
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BEN DUGDALE	412.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BRANNON EAGAR	35.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	EMPIRE MACHINERY	1,165.96
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ENVIRONMENTAL TECHNOLOGY INC	160.25
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	EVERBRIDGE INC	23,648.28
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FERRELLGAS	811.15
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FLEET PRIDE	2,583.30
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	298.87
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	1,232.49
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	75.51
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	76.08
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	424.70
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	270.70
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	250.61
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	196.27
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	918.45
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	73.24
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	164.68
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	76.02
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	108.90
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	170.88
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	169.43
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	172.08
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FRONTIER	392.55
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BRANDY FULLEN	900.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FUTURE TIRE	1,956.12
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	FX TACTICAL LLC	1,143.83
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GALL'S INC	233.30
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GALLUP INDEPENDENT	3,049.68
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GALLUP LUMBER & SUPPLY	437.58
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GALLUP WATER WORKS	28.50
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GABRIEL C GARCIA	65.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GOVERLAN INC	253.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	LEVERIL GRAY	147.41
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DARYL GREER	656.01
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	YVETTE L GREER	300.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GREER COMMUNITY FACILITIES	849.40

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	MARSHA ANN GREGORY	900.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DALE L HAUSER	354.23
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	HEALTH EQUITY INC	394.10
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	HIGH COUNTRY PROPANE	1,704.31
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	HIGH COUNTRY SIGNS LLC	995.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	HILL AZ GROCERY STORE	222.40
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	HILL AZ GROCERY STORE	330.17
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	HILLIARD/FLAGSTAFF	1,572.25
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	HOME DEPOT	78.96
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	INGRAM LIBRARY SERVICES	4,949.06
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	KONICA MINOLTA	119.99
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	KTN RADIO STATION	1,669.50
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	LAROC REFRIGERATION - METAL DIVISION INC	40.62
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	MICHAEL LATHAM	192.81
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	5.30
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SHAWNA MARIE LLAMAS	900.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	MALIAZTEC LLC	7,000.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ALANE M MOORE	1,800.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DIANA M MORGAN	58.80
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	NAPA	3.41
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	881.58
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	2,250.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	NAVAJO SANITATION INC	302.10
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	6,072.30
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	9,944.25
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	144.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	NOEL'S INC	3,611.13
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	OFFICE DEPOT	9.99
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	MARY ELLEN D OTERO	60.48
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	784.44
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	DENNIELLE PATTERSON	30.46
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	RYAN N PATTERSON	396.05
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	PENWORTHY COMPANY	258.34
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	PERFECT PRINTZ LLC	775.25
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	131.47
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	PITNEY BOWES	185.45

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	PREMIUM PROPANE LLC	2,058.49
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	QUILL CORP	2,151.52
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	REDW LLC	4,125.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	RHINEHART OIL CO	54,073.50
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	RICOH USA INC	70.46
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	RIGG LAW FIRM PLLC	2,188.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	RIM COUNTRY MECHANICAL	181.50
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SAFELITE AUTO GLASS	388.62
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SAFETY KLEEN	131.63
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SAFEGWAY INC	43.14
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SALAM INTERNATIONAL INC	218.09
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	JON H SALINE	65.20
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ALTON JOE SHEPHERD	113.12
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SIERRA PROPANE	1,380.29
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SPARKLETTS WATER	29.81
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SPEEDY SALES AND SERVICE	37,640.60
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ST JOHNS CITY	860.76
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	309.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	JULIA STANTON	424.17
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	STATE BAR OF ARIZONA	340.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	CHARLES C STUMBAUGH	138.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SUMMIT FUNERAL HOME	450.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	2,000.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	503.72
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	TEEC NOS POS TRADING CO	56.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	THE POUR STATION	52.50
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	THOMSON REUTERS WEST	3,833.92
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	TOWN OF EAGAR	207.13
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	TOWN OF SPRINGVILLE	154.10
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	TYLER TECHNOLOGIES INC	97,695.04
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	UNIFIRST CORPORATION	65.43
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	US POSTMASTER	194.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	VALLEY AUTO PARTS	2,040.24
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	VERIZON WIRELESS	6,296.99

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	VERLYN DEAN WALKER	51.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	TED R WATSON	100.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	WELCOME INN AND SUITES	220.00
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	WESTERN DRUG COMPANY	24.72
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	1,440.74
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	GARRET LEE WHITING	456.69
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	WOODLAND BUILDING CENTER	208.57
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,077.21
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	JAY YELLOWHORSE	764.63
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	IVAN D ZHELEV	154.25
Open	NBAZ - Warrant Clearing Account	01/20/2021	Accounts Payable	ALTON JOE SHEPHERD	419.52
Open	NBAZ - Warrant Clearing Account	01/21/2021	Accounts Payable	JENNIFER L WILLIAMS	631.36

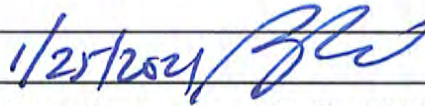
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

1/25/2021 / 

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

Request approval of minutes dated January 5, 2021.

BOS Meeting Date Requested 2/2/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

January 5, 2021
St. Johns, Arizona

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

Chairman Shepherd called to order the Board of Supervisors meeting at 8:31 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Ben Dugdale led the Pledge of Allegiance.

Timothy Hinton gave the invocation.

Chairman Shepherd called for the Health District items.

Preston Raban, Health Director, requested approval of the contract with HS Cloud Suite Application effective December 8, 2020. Mr. Raban stated this contract will provide the Apache County Environmental Department with a web-based customizable software application for permitting, inspections, complaints and reporting and the initial configuration cost is \$4,800 with an annual cost of \$2,400. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Preston Raban, Health Director, requested approval of a Memorandum of Understanding for the sharing of public health data between the Arizona Department of Health Services and the Apache County Public Health Services District. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the Library District items.

SueAn Stradling-Collins, Library Director, requested approval to accept State Grant-In-Aid in the amount of \$25,000, an ongoing grant from the Arizona State Library and the matching funds are met through regular expenditures. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

Mr. Patterson presented the item for the possible selection of the Board of Supervisors' Chairman and Vice Chairman for 2021. Mr. Davis nominated Mr. Shirley to serve as Chairman and Mr. Shepherd to serve as Vice Chairman for 2021. Mr. Shirley, Mr. Shepherd and Mr. Davis unanimously approved the nominations.

Mr. Shirley assumed the role as chairman and stated he looks forward to working together during the coming year. Mr. Shirley thanked Mr. Shepherd and Mr. Davis for the trust they put in him as chairman for the next 12 months.

Mr. Patterson presented the item for the possible appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee (LPC) for 2021. **Mr. Davis made the motion for Mr. Shepherd to continue serving on the LPC for 2021, seconded by Mr. Shirley.** Vote was unanimous.

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

A. Request approval of demands as distributed to the Apache County Board of Supervisors between December 1, 2020 and January 5, 2021. Payee AMAZON CAPITAL SERVICES INC (IT DEPT)2,090.74 AMIGO CHEVROLET 1,009.67 ARIZONA POLICE PSYCHOLOGY PLLC 1,200.00 AZ DEPT OF ECONOMIC SECURITY16,932.15 BIG STATE INDUSTRIAL SUPPLY INC 1,081.60 BOOT BARN 1,800.00 SHONDE LANE BURGESS1,245.00 CATERPILLAR FINANCIAL SERVICES CORPORATION84,502.10 DELL COMPUTER CORPORATION 2,120.14 EMPIRE MACHINERY1,370.41 FUTURE TIRE 1,804.53 GMCO CORPORATION8,280.40 KLINT HEAP 1,321.59 LIGHT HOUSE OF ARIZONA1,684.79 NAVAJO TRIBAL UTILITY AUTHORITY 1,001.77 NAVOPACHE ELECTRIC COOPERATIVE2,526.29 PERSONNEL SAFETY ENTERPRISES 1,008.00 RANDOLPH PLATT DDS 1,055.00 PRO PETROLEUM 26,476.12 QUALITY 1ST ROOFING INC 52,598.70 QUALITY 1ST ROOFING INC32,191.50 QUILL CORP 3,121.17 RHINEHART OIL CO17,975.21 SAFELITE AUTO GLASS1,069.79 SOUTHERN TIRE MART LLC 6,157.81 SUNRISE AMULATORY SURGICAL CENTER LLC 2,516.79 VEHICLE LIGHTING SOLUTIONS INC 1,040.00 VERIZON WIRELESS1,823.67 EATON SALES & SERVICE4,000.00 TNT Exteriors, LLC22,250.00 BASHAS' CORPORATE OFFICE 24,997.23 ABS OILFIELD SUPPLY INC16,012.50 AMAZON CAPITAL SERVICES INC (IT DEPT) 2,457.62 AZ CONSTABLES ASSN2,472.00 AZ COUNTIES INSURANCE POOL1,638.00 AZ SUPREME COURT3,120.00 BLUE KNIGHT SECURITY LLC3,225.00 C&H PLUMBING2,090.00 CHANGEPOINT INTEGRATED HEALTH3,300.00 CONTINUANT INC1,178.20 CONTRACT PHARMACY SERVICES INC2,179.01 DELL COMPUTER CORPORATION1,717.72 FRONTIER1,858.66 FRONTIER4,581.99 FUTURE TIRES5,654.25 GENES FRAME & ALIGNMENT INC2,045.99 GMCO CORPORATION 1,105.76 HIGH COUNTRY SIGNS LLC 2,925.00 HILLYARD/FLAGSTAFF 1,277.42 HOME DEPOT1,072.81 LEGATE, PENROD & ASSOCIATES1,444.00 LIVCO WATER & SEWER COMPANY 1,157.96 RONALD D MCDANIEL 1,671.63 MOUNTAIN COMFORT HEATING AND COOLING 1,095.62 NATIONAL BANK 14,701.41 NEWMAN SIGNS INC2,024.58 NORTHEAST ARIZONA TRAINING CENTER INC1,250.00 PFIZER INC3,959.56 PREMIUM PROPANE LLC1,242.63 PROFORCE LAW ENFORCEMENT 2,313.36 QUILL CORP 3,945.83 SEQIRUS USA INC 2,342.94 THE AARONS COMPANY LLC 3,000.00

TRINITY SERVICES GROUP INC15,811.59 VERITAS RESEARCH CONSULTING3,900.00
 WESTERN EXPLOSIVES SYSTEMS CO (WESCO) 86,623.65 WRIGHT EXPRESS
 FSC1,190.94 YAZZIE'S AUTO PARTS INC1,707.00 APACHE COUNTY HSA4,377.74
 APACHE COUNTY MEDICAL 165,118.89 APACHE COUNTY TAX WITHHOLDING
 130,325.90 ASRS LEGACY EORP 5,877.24 AZ STATE RETIREMENT SYSTEM107,516.39
 COLONIAL LIFE AND ACCIDENT INS1,509.76 CORRECTIONS OFFICER RET
 PLAN10,858.00 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,769.96 EORP
 LEGACY2,720.34 NATIONWIDE 3,406.31 NATIONWIDE TRUST FSB3,400.39 PUBLIC
 SAFETY PERSONNEL 40115,224.20 PUBLIC SAFETY SHERIFF RET 34,953.46 SUPPORT
 PAYMENT CLEARINGHOUSE 1,559.39 AZ DEPT OF RISK MANAGEMENT 1,138.54 BIG
 TEX TRAILER WORLD INC 8,102.50 ADHS AZ HEALTH CARE COST22,400.00
 AMAZON CAPITAL SERVICES INC (IT DEPT)6,559.16 ARIZONA MOTORS
 SNOWFLAKE1,420.87 AZ DEPARTMENT OF ENVIRONMENTAL QUALITY4,520.00 AZ
 DEPT OF REVENUE4,243.10 AZ SECRETARY OF STATE1,287.93 BAUMAN HOME AND
 AUTO INC1,680.84 BLACK RIDGE PHYSICAL THERAPY PLC2,250.00 BLUE HILLS
 ENVIRONMENTAL1,524.90 BLUE KNIGHT SECURITY LLC3,650.00 BREWER LAW
 OFFICE PLLC8,500.00 C&H PLUMBING18,875.00 CDW GOVERNMENT LLC1,072.87
 CONCHO SUPPLY LLC 2,700.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS
 1,217.68 CREATIVE MULTIMEDIA INC (CMI)8,990.00 CREATIVE MULTIMEDIA INC
 (CMI)6,198.75 DELL COMPUTER CORPORATION 7,949.95 EMPIRE MACHINERY
 2,526.72 FLEET PRIDE1,171.33 FUTURE TIRE4,834.85 GMCO CORPORATION 9,780.52
 REDACTED 2,223.65 HAMBLIN LAW OFFICE PLC8,500.00 HUGHES SUPPLY INC
 (LAKESIDE) 1,060.27 i3LOGIX INC 1,610.75 KB WELDING INC2,426.71 KIMBALL
 EQUIPMENT COMPANY1,512.00 LAROC REFRIGERATION - METAL DIVISION
 INC4,345.29 LIVCO WATER & SEWER COMPANY1,364.43 MOHAWK AUTOMOTIVE
 LIFTS SOUTHWEST 1,431.00 NAVAJO TRIBAL UTILITY AUTHORITY 3,943.69
 NAVOPACHE ELECTRIC COOPERATIVE 16,665.45 NOEL'S INC1,925.08 PACIFIC
 PONDEROSA CO INC1,489.00 DANA BRYCE PATTERSON 8,500.00 PIMA COUNTY
 MEDICAL2,300.00 PITNEY BOWES3,447.26 POINT EMBLEMS LLC3,290.00 QUILL
 CORP5,594.45 R JOHN R JOHN LEE ATTORNEY AT LAW8,500.00 RHINEHART OIL CO
 32,986.90 RIGG LAW FIRM PLLC2,152.00 SECURUS TECHNOLOGIES INC1,082.51
 SIERRA PROPANE 1,198.42 ST JOHNS CITY 1,912.84 THOMSON REUTERS
 WEST1,645.56 TORRISON CONSULTING LLC103,253.87 US GEOLOGICAL SURVEY
 3,100.00 VALLEY AUTO PARTS5,688.75 WILLIAMS SCOTSMAN INC (WILLSCOT)
 1,360.20 YAZZIE'S AUTO PARTS INC3,282.35 NICOLL CONSTRUCTION LLC103,253.87
 AMAZON CAPITAL SERVICES INC (IT DEPT) 7,532.13 AMERIGAS - GALLUP3,935.18
 AMIGO CHEVROLET2,846.02 ANDERSON RESOURCE GROUP INC 2,205.75 AZ DEPT
 OF ECONOMIC SECURITY17,101.46 AZLGEBT331,247.54 BURNHAM MORTUARY
 1,000.00 CDW GOVERNMENT LLC1,079.61 DELL COMPUTER CORPORATION2,238.17
 ELEVATION HEALTH SERVICES LLC 1,840.00 HIGH COUNTRY PROPANE 2,205.59
 HILLYARD/ FLAGSTAFF 1,190.14 KB WELDING INC8,109.43 KTN RADIO STATION
 1,102.40 LESUEUR ADVANCE AUTOMOTIVE LLC1,950.89 LOREN CLUFF - CLUFF
 TREE SERVICE 3,200.00 NACO 1,430.00 NAVAJO TRIBAL UTILITY AUTHORITY
 2,815.76 NAVOPACHE ELECTRIC COOPERATIVE 5,014.98 NICK D PATTON
 ATTORNEY AT LAW PLLC 1,368.00 PACIFIC PONDEROSA CO INC3,131.91 PERFECT
 PRINTZ LLC 1,672.33 PIMA COUNTY MEDICAL9,200.00 PREMIUM PROPANE LLC

1,374.88 QUALITY 1ST ROOFING INC 33,167.00 QUALITY 1ST ROOFING INC 54,192.60
 QUILL CORP 3,327.80 RELIABLE BACKGROUND SCREENING 1,620.03 RHINEHART
 OIL CO 3,753.86 LAURENCE SCHIFF 1,800.00 SECURUS TECHNOLOGIES INC 1,501.62
 SPEEDY SALES AND SERVICE 1,303.80 ST JOHNS EMERGENCY SERVICES 1,063.26
 THOMSON REUTERS WEST 1,125.00 TRUCK PRO DBA AZ BRAKE & CLUTCH
 SUPPLY 1,000.01 VERITAS RESEARCH CONSULTING 2,550.00 VERIZON WIRELESS
 4,889.44 YAZZIE'S AUTO PARTS INC 1,419.71 APACHE COUNTY HSA 4,377.74 APACHE
 COUNTY MEDICAL 169,274.36 APACHE COUNTY TAX WITHHOLDING 129,975.56
 ASRS LEGACY EORP 5,877.24 AZ STATE RETIREMENT SYSTEM 106,962.52 COLONIAL
 LIFE AND ACCIDENT INS 1,509.76 CORRECTIONS OFFICER RET PLAN 10,793.42
 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,640.42 EORP LEGACY 2,720.34
 NATIONWIDE 3,276.21 NATIONWIDE TRUST FSB 3,357.90 PUBLIC SAFETY
 PERSONNEL 401 15,224.20 PUBLIC SAFETY SHERIFF RET 35,630.70 SUPPORT
 PAYMENT CLEARINGHOUSE 1,665.89 AMAZON CAPITAL SERVICES INC (IT DEPT)
 2,083.89 AZ SUPREME COURT 7,500.00 BILTMORE PRO PRINT 1,276.06 FLAGHOUSE
 INC 2,490.97 INGRAM LIBRARY SERVICES 4,566.50 NAVAJO TRIBAL UTILITY
 AUTHORITY 2,609.88 DENNIELLE PATTERSON 1,461.10 QUILL CORP 2,250.15

Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated December 1, 2020 and December 15, 2020. C. Request approval of the tax exemption for Summit Training Post Inc., parcel 209-23-010N, pursuant to ARS 42-11153. The exemption was filed late due to an administrative change within the organization. Community Development: D. Request approval of a Conditional Use Permit allowing Adam Marsh and Karissa Burgess to build two (2) homes on their 1.36-acre parcel. Property is located within Luna Lake Village, Lot #30 in Alpine, AZ. A.P.N. 101-28-041. The Planning & Zoning Commission unanimously recommended approval on December 3, 2020 with conditions. E. Notification of the meeting schedule for the 2021 Planning & Zoning Commission and the elected Chairman John Freeman and Vice-Chairman Dan Muth. F. Notification of the meeting schedule for the 2021 Board of Adjustment & Appeals and the elected Chairman Dan Muth and Vice-Chairman Michael Bragiel. Vote was unanimous.

Mr. Patterson presented the item for approval of a Liquor License Application recommendation for Joel Price, Lazy Trout Market, located at 38940 Highway 373, Greer, Arizona. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, thanked the Board and Mr. Patterson for their support during the pandemic and the appreciation he has for the county employees who have been and are the front-line workers. Mr. Hounshell approval of the Emergency Management reorganization to eliminate the positions of Division Manager of Special Projects (Range 58), Division Manager of Technical Services (Range 55), and EM Specialist (range 40), and create two (2) EM Project Coordinator positions (Range 46), and an EM Project Manager position (Range 55). The requested changes will result in a cost savings of approximately \$8,370. Mr. Hounshell thanked Stephanie McCarthy for her assistance with the job descriptions and helping to save money. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Stephanie McCarthy, Human Resources Manager, requested authorization to update the salary range for the position of Commander in the Sheriff's Office to Range 66 (\$64,713 - \$97,069) and stated it will not affect the overall budget or increases in the current salaries of the commanders. **Mr. Shepherd moved approval, seconded by Mr., Davis.** Vote was unanimous.

Joy Whiting, introduced herself to the Board of Supervisors as the newly elected School Superintendent. Mrs. Whiting, on behalf of the School Consortium requested approval to create the position of Administrative Coordinator (Range 42) and stated it will not affect the overall budget. Mrs. Whiting stated the Schools Office, and the Consortium are separate entities but the Superintendent is the administrator and fiscal agent for both. Mrs. Whiting explained she discovered that employees have been using general fund money for consortium duties and as the fiscal agent she is responsible for the oversight and that is why she is wanting to create this position, so that separate funding is used strictly for consortium needs and will not affect the general fund and is within the Consortium's budget. Mr. Shepherd asked Mr. Young if this should be combined with item 9 as part of the reorganization. Mr. Young stated no, they should remain as separate items. **Mr. Shepherd moved approval seconded by Mr. Davis.** Billie Bell, Business Manager for the Concho Elementary School District, addressed the Board and stated she disagreed with Superintendent Whiting's comment of misuse of funds and requested the Board of Supervisors table this item until Superintendent Whiting can explain to the Consortium the need for this change and why it is illegal to continue to operate as it has. Ms. Bell stated all the school districts have the right to be notified of any change prior to it coming before the Board and have the right to be heard. Vote was unanimous.

Joy Whiting, School Superintendent, requested approval to hire an Independent Contractor to provide "Tyler" technology consultation to implement various software programs, and assist in the digital coordination of school financial services and will not affect the overall budget. Superintendent Whiting provided an overview of the contractor's credentials and responsibilities of which going digital with paychecks for the teachers. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Billie Bell, Business Manager for the Concho Elementary School District, addressed the Board and stated this could be a good idea but Superintendent Whiting did not contract the School Districts to see if they want digital checks and that some teachers will want a paper check. Ms. Bell stated since being elected in November, Mrs. Whiting has not contacted any of the school districts to introduce herself and asked that Mrs. Whiting talk to the schools to find out what they want. Vote was unanimous.

Joy Whiting, School Superintendent, requested approval to reorganize the Apache County School Superintendent's Office pursuant to Arizona law and Apache County Policy, as follows: Eliminate five (5) positions (effective February 2, 2021; Office Manager (Range 36), Accounting Specialist III (Range 30), Administrative Assistant I (Range 26), Accounting Specialist I (Range 24), Clerk (Range 24); and create one (1) position (effective January 5, 2021) Projects Director (Range 48). Superintendent Whiting stated this will result in an annual savings of \$56,620.67, and a minimum of \$28,310.33 during the remainder of FY21. Superintendent Whiting stated over the past several years the school's office has gone over budget her goal is to stay under budget and this reorganization will allow her office to stay under budget. Superintendent Whiting stated the positions she is eliminating are administrative, not educational and the creation of the new position will allow for the continuation of services and outlined the responsibilities of the

Project Coordinator. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Billie Bell, Business Manager for the Concho Elementary School District disagreed with the reorganization of the School Superintendent's Office and requested the item be tabled and allow time for district superintendents and business managers to be notified if it is to be placed back on the agenda. Mr. Shepherd stated new elected officials bring change and some issues are bigger than others, but the constituents of this county voted affirmation of Mrs. Whiting and he supports how they voted. Mr. Shepherd stated it appears Superintendent Whiting is looking to be more efficient and be fiscally responsible and he for one does not like when budgets are overspent, and we need to work together to make this a successful, efficient county. Vote was unanimous for the reorganization of the School Superintendent's Office. Superintendent Whiting thanked Human Resources Manager McCarthy and Finance Director Timothy Hinton for their assistance with her items.

Troy Czarnyska, Court Administrator, on behalf of the Superior Court, pursuant to A.R.S. §12-121 & §12-144, requested approval to appoint Judge Robert Higgins as a part-time, as needed, Superior Court Pro Tempore Judge for Apache County. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to award the annual Bid #202102 for the purchase of dust suppression products. Mr. Crosby stated only Desert Mountain submitted bids for magnesium chloride and dust suppression products and recommended approval of the bid award. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Shepherd on behalf of District II, requested approval of a resolution authorizing the request of the Arizona Legislature in its 2021 regular session, appropriates the sum of \$990,334.00 for the construction repairs and upgrades of County Road C-420, Ganado School Loop Road previously constructed as RS-656 (1)0656 AP in Apache County District II. Mr. Shepherd stated last year this issue made it way to the house and senate and then the pandemic hit and everything that was being requested was sidelined so he is wanting to bring this back again this year for possible consideration. Mr. Shepherd stated he wanted to have a resolution in hand to put together a packet and resubmit to both the house and senate as well as the governor's office. Mr. Shepherd stated the request this year is a little higher due to inflation and requested support for the item. **Mr. Davis complimented Mr. Shepherd and his staff for their work on this issue and moved to approve, seconded by Mr. Shepherd.** Vote was unanimous.

A RESOLUTION AUTHORIZING THE REQUEST OF THE ARIZONA LEGISLATURE IN ITS 2021 REGULAR SESSION APPROPRIATES THE SUM OF \$990,334.00 FOR THE CONSTRUCTION AND UPGRADES OF COUNTY ROAD C-420 GANADO SCHOOL LOOP ROAD PREVIOUSLY CONSTRUCTED AS RS-656 (1)P 0656 AP IN APACHE COUNTY DISTRICT 2. Resolution # 2021-01

Whereas, the Apache County Board of Supervisors, acting under its authority to purchase real property for the benefit and use of the County; and

Whereas, the Ganado Unified School District manages three state public schools serving 1,388 students and 93 teachers. The District takes pride in the programs and services offered to their students. Ganado USD provides the latest technology, resources and instructional aids to ensure students are ready for post-secondary education and beyond; and

Whereas, Apache County District 2 and Ganado Unified School District are dedicated to the safety and well-being of our school aged children. Striving to provide a safe, reliable and efficient unified system of transportation

services responsive to the needs of school aged children and their families; and

Whereas, the Ganado School Loop (C-420) is utilized by the School District to house its transportation department, bus yard, facility management department and academic classrooms for meeting the educational needs of the District's students;

IT IS THEREFORE RESOLVED that Apache County through its Board of Supervisors, requests the Arizona Legislature in its 2021 Regular Session to appropriate the sum of \$990,334.00 for the construction, repairs and upgrades of County Road C-420 Ganado School Loop Road previously constructed as RS-656 (1)P 0656 AP in Apache County District 2.

IT IS FURTHER RESOLVED that the Clerk of the Board forward this resolution to the President of the Arizona State Senate: Honorable Karen Fann, Speaker of the Arizona House of Representatives: Honorable Rusty Bowers, the Chair of the Senate Appropriations Committee: Honorable David Gowan, the Chair of the House Appropriations Committee: Honorable Regina Cobb, the Chair of the Senate Transportation Committee: Honorable Tyler Pace, the Chair of House Transportation Committee: Honorable Frank Carroll and District 7 members Senator Jamescita Peshlakai, Representative Arlando Teller and Representative Myron Tsosie.

5th day of January, 2021.

/s/ Joe Shirley, Jr., Chairman of the Board

Attest:

/s/ Ryan Patterson, Clerk of the Board

Malena Hannah, District III Manager, requested approval of Contract #122-21 between Department of Housing and Apache County to accept the Community Development Block Grant (CDBG) award in the \$175,644. Mrs. Hannah stated this is for the community renovation in Concho. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Michael Whiting, County Attorney, welcomed newly elected Supervisor, Nelson Davis and stated he looks forward to working with him, Mr. Shirley, and Mr. Shepherd. Mr. Whiting congratulated Mr. Shirley on serving as chairman for 2021 and thanked him for his many years of public service as an ambassador for Apache County. Mr. Whiting thanked Mr. Simshauser for his service as District III Supervisor. Mr. Whiting requested approval of a Memorandum of Understanding (MOU) with Summit Healthcare Association and the Navajo County Family Advocacy Center, relating to investigations and examinations for victims of physical abuse, sexual abuse, domestic violence, and vulnerable persons (adults and children). **Mr. Shepherd moved approval seconded by Mr. Davis.** Vote was unanimous.

Chairman Shirley opened the floor for Call to the public.

Tobi Hero, a new landowner in the Sander's area addressed the Board regarding his proposal for an entertainment venue in the Sanders area.

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

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

Meeting adjourned at 9:35 a.m.

Approved this 2nd day of February 2020.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

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: 1/25/21 Angela C. Romero

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

1. Discussion and possible approval, based on the recommendation of the Democratic Party County Chairman, Priscilla Weaver, determine vacancies exist in the office of precinct committeeman and appoint Joanne Peshlakai for the St. Michaels Precinct.

BOS Meeting Date Requested 2/2/21

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name:

Judge Michael Latham, Arizona Superior Court in Apache County

Date/Signature:

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

Request approval for the appointment of Garrett Whiting as a full-time Judge Pro Tempore for the Arizona Superior Court in Apache County, effective March 1, 2021. Mr. Whiting will be replacing Judge C. Allan Perkins who resigned from the position on January 22, 2021. There will be no additional cost to the county.

BOS Meeting Date Requested February 2, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



JUDGE MICHAEL LATHAM
PRESIDING JUDGE
SUPERIOR COURT OF ARIZONA
APACHE COUNTY

POST OFFICE BOX 667
70 W. 3RD SOUTH
ST. JOHNS, ARIZONA 85936-0667
PHONE: (928) 337-7555 ♦ FACSIMILE: (928) 337-7586

Apache County Board of Supervisors –

This letter is meant to supplement the February 2, 2021 Agenda Item related to the appointment of Garrett Whiting as a full-time Judge Pro Tempore in the Arizona Superior Court in Apache County.

This appointment is necessary due to the resignation of Judge C. Allan Perkins effective January 22, 2021. In addition, the resignations of both Judge Perkins and Judge Taylor in the month of January 2021, as well as a significant back-log of cases caused by the COVID-19 pandemic, the Superior Court in Apache County received an emergency waiver of the requirements normally associated with the appointment of a full-time judge pro tempore from the Chief Justice of the Arizona Supreme Court.ⁱ

Garrett Whitingⁱⁱ is a 4th generation Apache County resident with only brief absences to complete his education, serve a mission for his church, and a few early legal jobs. He has served the residents of Apache County as a Deputy County Attorney for over a decade (2009-2021), and worked at the Arizona Court of Appeals and the U.S. District Court of Nevada prior to that. Garrett Whiting also has a distinguished community service record with 4-H, American Youth Soccer, his church and the Boy Scouts of America.

I have known Garrett Whiting, personally and professionally, for over 18 years. He is a hard-working, knowledgeable, and honorable man. He will serve the residents of Apache County with integrity, humility, and empathy as a full-time Superior Court judge pro tempore.

Hon. Michael Latham

Presiding Judge
Arizona Superior Court in Apache County

ⁱ Arizona Code of Judicial Administration Part 1, Chapter 3, Section 1-305.

ⁱⁱ Although they share the same last name, Garrett Whiting is not related to the Apache County Attorney Michael Whiting.

**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:

Superintendent's Office for the School Business Consortium: Request authorization to eliminate a Network Administrator III position (Range 62) and create a Network Administrator II position (Range 58). The requested change will result in a savings of approximately \$5,500.

BOS Meeting Date Requested: February 2, 2021

PRE-AGENDA ITEM REVIEW

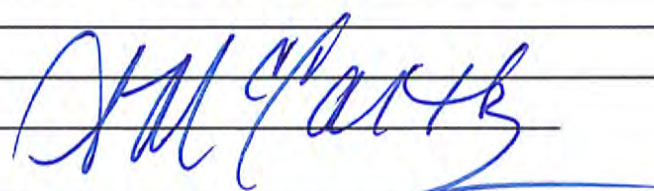
Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature  _____

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

AGENDA ITEM REVIEW FORM

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

Date/Signature:

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

Human Resources: Request authorization to update the Apache County Human Resources Policy Manual
Section 5.3 – Drug Free Workplace and Substance Abuse Prevention.

BOS Meeting Date Requested: February 2, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

5.3 DRUG FREE WORKPLACE AND SUBSTANCE ABUSE PREVENTION

5.31 Policy:

The Board of Supervisors of Apache County is committed to programs that promote safety in the workplace, employee health and well-being and public confidence. Consistent with the spirit and intent of this commitment, Apache County has a zero tolerance policy when it comes to the use, possession, or distribution of drugs (including marijuana) and alcohol on the job by employees. Employee abuse of drugs and alcohol adversely affects job performance and employee morale, jeopardizes employee safety and undermines public confidence. The goal of this policy is to establish and maintain a safe workplace and a healthy and efficient workforce free from the effects of drug and alcohol abuse. Employees arrested, charged or indicted for a criminal drug offense will be suspended without pay immediately. Once the case has been resolved, the appropriate personnel action will be taken.

With respect to mandated drug and alcohol testing of CDL operators, the provisions of this policy affecting CDL operators complies with the Omnibus Transportation Employees Drug Testing Act of 1991 and in accordance with Title 49 Code of Federal Regulations, Parts 40, 382 and 391, Subpart H.

5.32 Coverage:

This policy applies to all classified and unclassified positions. Nothing in this policy modifies or waives the "at will" status of an unclassified employee.

5.33 Employees Subject to Testing:

The post-accident and "reasonable suspicion" provisions of this policy shall apply to all County employees; additionally the positions noted below are designated as "safety sensitive" and shall be subject to the pre-employment and random testing of this policy.

1. Road maintenance worker
2. Equipment mechanic
3. Automotive mechanic
4. Any position requiring a CDL License

5.34 Prohibitions:

Employee abuse of alcohol or controlled substances compromises the safety of employees and the public it serves. Throughout this Section 5.3, the terms "drugs" and "controlled substances" shall include marijuana. Apache County prohibits the manufacture, use, sale, distribution, presence in the body, and presence on county property of prohibited controlled substances and alcohol by all employees in the workplace and further prohibits:

(5.34 Cont.)

1. Alcohol concentration: No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. No supervisor having actual knowledge that an employee has an alcohol concentration of 0.02 or greater shall permit the employee to perform or continue to perform work assignments.

2. Alcohol on-duty use: No employee shall use alcohol while performing work assignments. No supervisor having actual knowledge that an employee has used alcohol within the previous four hours shall permit an employee to perform or to continue to perform work assignments.

3. Alcohol pre-duty use: No employee shall perform work assignments within four hours after using alcohol. No supervisor having actual knowledge that the employee has used alcohol within four hours shall permit an employee to perform or continue to perform work assignments.

4. Use following an accident: No employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

5. Refusal to submit to a required alcohol or controlled substance test: No employee shall refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion of alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. No supervisor shall permit an employee who refuses to submit to such tests to perform or continue to perform work assignments.

6. Controlled substances use:

A. No employee shall report for duty or remain on duty requiring performance of work assignments when the employee uses any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a vehicle or equipment.

B. No supervisor having actual knowledge that an employee has used a controlled substance shall permit the employee to perform or continue to perform work assignments.

C. An employee shall inform his supervisor of any therapeutic drug prescription that may adversely affect his work performance.

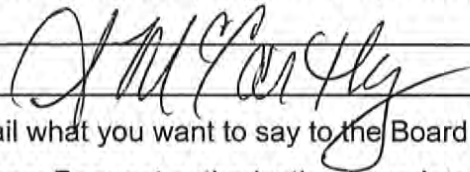
7. Controlled substances testing: No employee shall report for duty, remain on duty, or perform work assignments, if the employee tests positive for controlled substances. No supervisor having actual knowledge that an employee has tested positive for controlled substances shall permit the employee to return to duty.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Version 3.0 (10/2015)

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

Date/Signature:



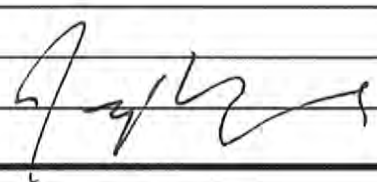
Describe in detail what you want to say to the Board and what action you want the Board to take:

Human Resources: Request authorization to update the Apache County Human Resources Policy Manual
Section 7.6 - Educational Assistance Program.

BOS Meeting Date Requested: February 2, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

7.6 EDUCATIONAL ASSISTANCE PROGRAM

7.61 Policy:

The employees, Elected Officials, and Department Heads ("employees") of Apache County are its greatest assets. In an effort to promote enhanced performance, professional development and employee retention, Apache County provides eligible employees assistance with the financial costs associated with continued higher education. This education expands job knowledge, upgrades skills, helps employees meet the minimum requirements for County jobs, assists employees in completing certifications or college coursework, and prepares employees for other lines of work within Apache County. This program is funded each fiscal year by the Board of Supervisors, or by each Department or Elected Official's Office, as budgets may allow. Participation in the program is at the sole discretion of the Elected Official/Department Head. The program does not cover the cost of supplies, travel, or late/penalty fees. The employee must pay for the class or classes and only upon successful completion of the requirements of the Educational Assistance Program will the employee be reimbursed. Participation in the program does not create a contract or obligation with-between the employee and Apache County. All employees who participate in the Educational Assistance Program understand this program is for the employee's benefit and may change based on budget and other such considerations at the sole discretion of the Elected Official/Department Head.

7.62 Eligibility:

To be eligible for educational assistance an employee must meet the following criteria:

- A. Be a full-time employee; and
- B. Successfully completed probation. The standard probationary term is six months. Departments with a twelve-month probationary period, may allow their employees to participate in the program with Elected Official/Department Head approval after six months of employment; and
- C. Obtain appropriate authorization ~~from their Elected Official/Department Head~~; and
- D. Be enrolled in a nationally accredited community college, college, or university; and
- E. Courses must be relative to employee's current or plausible future job duties; and
- F. Receive a grade of "C" or better in any class submitted for reimbursement; and
- G. Agree to and sign the repayment agreement.

7.63 Procedure:

A. Application Process

1. The application for participation in the program shall include the signature of the Elected Official/Department Head authorizing an employee's participation in the program.
2. Completed applications (including proof of course registration, course schedule, and repayment agreement) must be submitted to Human Resources for review and approval to verify compliance with this policy by the following dates. (Late applications will be considered after all timely applications have been processed, but in no case will an application be considered if it is 30 days past the deadline.):
 - a. Fall Semester: July 31st
 - b. Spring Semester: December 31st

- c. Summer Semester: ~~April 30th~~ May 30th
3. Participation in the program will be determined based upon the availability of funds as determined by the Board of Supervisors, Elected Official, or Department Head.
 4. Employees approved for participation in the program will be notified in writing by the Human Resources Department after all paperwork, forms and approval from the Elected Official or Department Head are received.
- B. Tuition Reimbursement
1. A tuition reimbursement form must be submitted to Human Resources within 30 days after the course completion date.
 2. Tuition reimbursement requests must be accompanied by ~~official~~ transcripts and payment receipts from a nationally accredited community college, college, or university.
 3. Tuition reimbursement will be at a rate of 100% for the cost of tuition, subject to the following:
 - a. Any semester reimbursement shall not exceed:
 - i. For a nationally accredited community college, the rate for that semester as set forth by the Maricopa County Community College District.
 - ii. For a nationally accredited college or university, the rate for that semester as set forth by the Board of Regents for Arizona State University.

~~Lifetime reimbursement shall not exceed \$90,000 and shall be limited as follows:~~

 - ~~\$40,000 is the maximum reimbursement for undergraduate courses;~~
 - ~~\$50,000 is the maximum reimbursement for graduate courses.~~

F.C. Repayment

1. Employees who fail to submit a completed reimbursement form by the 30-day deadline will not be eligible for reimbursement.
2. If an employee's employment with the County ends, for any reason, within two years of receiving tuition reimbursement, the employee must refund all tuition reimbursements made by the County in the twenty-four months prior to the last day of employment according to the table below. As set forth on the tuition repayment agreement, the employee expressly agrees that such refund for tuition expenses can and will be taken from the employee's last paycheck(s).

Time Elapsed	Percentage of Repayment
Amount of time between the date(s) of the Tuition Reimbursement and the employee's Separation Date.	Applicable to the amount of the Tuition Reimbursement received during the 24 months prior to the employee's Separation Date.
6 months or less	100%
6 – 12 months	75%
12-18 months	50%
18-24 months	25%

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

1/25/2024 [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 2/2/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

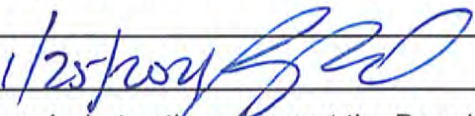
Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: 1/25/2021 

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

Work Session discussion regarding the following issues:

- Recreational marijuana use requirements for licensing dispensaries within Apache County.
- Redistricting based on the 2020 Census data.
- 2021 budget issues.

BOS Meeting Date Requested 2/2/2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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