



Joe Shirley, Jr.
Vice Chairman, District I

Alton Joe Shepherd
Chairman, District II

Nelson Davis
Supervisor, District III

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

January 5, 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
January 5, 2021**

1. Discussion and possible approval of the contract with HS Cloud Suite Application effective December 8, 2020. This contract will provide the Apache County Environmental Department with a web-based customizable software application for permitting, inspections, complaints and reporting. Initial configuration cost is \$4,800 with an annual cost of \$2,400.
2. Discussion and possible 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.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
January 5, 2021**

1. Discussion and possible approval to accept State Grant-In-Aid in the amount of \$25,000. This is an ongoing grant from the Arizona State Library and the matching funds are met through regular expenditures.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
January 5, 2021**

1. County Manager: Discussion and possible selection of the Board of Supervisors' Chairman and Vice Chairman for 2021.
2. County Manager: Discussion and possible appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee (LPC) for 2021.
3. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between December 1, 2020 and January 5, 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 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.
4. County Manager: Discussion and possible approval of a Liquor License Application recommendation or Joel Price, Lazy Trout Market, located at 38940 Highway 373, Greer, Arizona.

5. Emergency Management: Discussion and possible approval of the Emergency Management reorganization. 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.
6. Human Resources: Request authorization to update the salary range for the position of Commander to Range 66 (\$64,713 - \$97,069). This will not affect the overall budget.
7. School Superintendent's Office, on behalf of the School Consortium: Discussion and possible approval to create the position of Administrative Coordinator (Range 42). This will not affect the overall budget.
8. School Superintendent's Office: Discussion and possible 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. This will not affect the overall budget.
9. School Superintendent's Office: Discussion and possible 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). This will result in an annual savings of \$56,620.67, and a minimum of \$28,310.33 during the remainder of FY21.
10. Superior Court: Pursuant to A.R.S. §12-121 & §12-144, request approval to appoint Judge Robert Higgins as a part-time, as needed, Superior Court Pro Tempore Judge for Apache County.
11. Engineering Department: Discussion and possible approval to award the annual Bid #202102 for the purchase of dust suppression products.
12. District II: Discussion and possible 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.
13. District III: Discussion and possible approval of Contract #122-21 between Department of Housing and Apache County to accept the Community Development Block Grant (CDBG) award in the amount of \$175,644.
14. County Attorney's Office: Discussion and possible 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).

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

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

Posted this 1st day of January 2021 @ 11:00 a.m. by .



Ryan N. Patterson
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

APC 01/15/2021

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

Preston Raban, Director ACPHSD

Date/Signature: 12/15/2020

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 the contract with HS Cloud Suite Application effective 12/08/2020. This contract will provide the Apache County Environmental Department with a web-based, customizable software application for permitting, inspections, complaints and reporting. Initial configuration cost is \$4,800 with an annual cost of \$2,400.

BOS Meeting Date Requested 01/05/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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



HealthSpace USA

Apache County, AZ

Contract for HS Cloud Suite Application

Between:
Preston Raban
Apache County, AZ
75 West Cleveland
St. Johns, AZ 85936
928-337-7532
praban@co.apache.az.us

HealthSpace USA Inc.

436 East 36th Street
Charlotte, NC 28205
www.healthspace.com
Contact: Cameron Garrison
Director of Business Development
Phone: 980-309-1749
Cameron@hscloudsuite.com

THIS AGREEMENT, is made and entered into this 8th day of December 2020 by and between **Apache County, AZ ("Department")** located at 75 West Cleveland, St. Johns, AZ, 85936 and **HealthSpace USA Inc. ("HealthSpace")**, an independent contractor with its corporate office located at 436 East 36th, Charlotte, NC 28205.

WHEREAS, the Department desires to purchase the Web Based permit, financial, Inspection application, and disease surveillance and contact tracing solutions, HS Cloud Suite (**HSCloud**) application software user licenses designed by and hosted HealthSpace known at HSCloud Suite and the inspection application known as HSTouch to be used by the department for data management services, and to perform inspections in the field using Apple iPads, or Windows 10 devices. Services as enumerated in this contract including secure data hosting and support/maintenance services from HealthSpace.

1. **NOW THEREFORE**, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. **Definitions**

- i. **"Application"** means the web-based application for permitting, inspections, complaints, and reporting - HS Cloud. It also includes an inspection application that is developed for the iOS, Android, or Windows operating systems - "HS Touch" - that uses the nature features on tablets using the operating systems which are downloaded from either from Apple's App Store.
- ii. **"Confidential Information"** means any and all data or information that is known or used by a party that is not generally available to the public or that, by its nature or the nature of its disclosure, ought reasonably be known to be confidential or proprietary information of such party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a party, or any such information of clients or customers of a party, which is disclosed by or on behalf of such party to the other party. For greater clarity, the Department's Confidential Information will include the Data, but not the Public Data, and HealthSpace's Confidential Information will include the terms of this Agreement, including all pricing and fees.
- iii. **"Custom Configuration"** means alterations to the Standard Application requested by the Department to meet specific needs that vary from other similar departments. Configuration to the departments specs is included in the contract.
- iv. **"Additional add-ons:** Should the department request in the future additional modules, or functionality that is due to a specific custom

request by the department {though that is not foreseen at the time of this contract due to the configurable nature of HS Cloud} those services would be quoted separately as an addendum to this contract.

- v. **"Data"** means any and all information, processes, documentation, marks and other intellectual property owned or produced by the Department that is not Public Data.
- vi. **"Decommissioning"** means the process of transitioning the Department away from using the HealthSpace Software following termination or expiration of this Agreement, as more particularly set out in section 10.
- vii. **"HealthSpace Servers"** means servers operated and maintained by HealthSpace or co-located on which Data and Public Data may be stored and accessible by the Department.
- viii. **"HSCloud"** Is the fully configured web-based application as well as supplementing API's that allows for deployment of enterprise level solutions to the client department.
- ix. **"HSTouch"** means the iPad, Android, or Windows 10 Application, that are downloaded from the app stores for each platform, that interfaces with HSCloud providing a data collection and reporting function for field staff working either connected or disconnected from the internet with the base engine and logical mechanisms written in the native languages appropriate for the iOS.
- x. **"Module Mapping"** means setting up HS Touch to be configured to allow the departments required inspection data to be collected both in the main HS Cloud system as well as offline in the field.
- xi. **"Public Data"** means any and all information entered into or stored in the EHS by the Department or by HealthSpace on behalf of the Department that is published and made available to the general public or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to the Department.
- xii. **"SOW"** means the statement of work attached as Appendix "A"..
- xiii. **"Standard Application"** means application functionality that is available out-of-the box including the configurability options in the system.
- xiv. **"UAT"** means user acceptance testing.
- xv. **"User"** is defined as anyone who is given access to HS Touch by an authorized license, whether or not employed by the Department.

2. Scope of services:

- i. HealthSpace will provide HealthSpace HS Cloud as set out in Appendix "A".
- ii. HealthSpace will provide the services as set out in Appendix "A".

3. License to Use Software

a). Subject to the terms and conditions specified in this Agreement, HealthSpace grants the Department and its successors a limited, non-perpetual license (the "**License**") to use the EHS or other HealthSpace Software as indicated in the SOW for the duration of this Agreement, subject to the Department paying the License Fee.

b.) The License Fee is calculated on the basis of the specifications set out initially in the departments RFP, and as memorialized in the SOW, The Department agrees that, for any change over and above that agreed to scope, the Department will give HealthSpace notice of such desired change. Upon agreement by both parties to the modifications for new modules, functionality, or expansion of use base from RFP and this contract, the SOW will be amended to reflect the changes, and the department will pay the modified SOW terms upon acceptance of said modifications.

c.) HealthSpace will provide sufficient software licenses and upgrades of the Supporting Software required for the number of Users and scope as defined in the RPF, this may be amended under paragraph 3.b), using the HealthSpace Software, subject to payment for such software licenses and upgrades by the Department.

d.) The Department is responsible for and agrees to abide by all the provisions of this agreement for the HS Cloud, and HS Touch app, and will ensure that the Department staff complies with the terms of this contract.

e.) The Department acknowledges and agrees its license to, and accordingly its use of, the HealthSpace Software is at all times subject to the following limitations:

1. No Modification or Reverse Engineering—The Department will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the Documentation) the whole or any part of the HealthSpace Software, nor will the Department translate, decompile, disassemble, reconstruct,

decrypt, or reverse engineer the whole or any part of the HealthSpace Software.

li. No Rental or Timeshare Use—Except as permitted herein, the Department will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the HealthSpace Software in any way, nor will the Department use of the HealthSpace Software in a computer service business, service bureau, hosting or time sharing arrangement.

lii. Unauthorized Equipment—The Department will only use the HealthSpace Software on computing devices which are supported by HealthSpace and which meet certain minimum system requirements as laid out in this contract and the HealthSpace RFP response attached to this contract as an exhibit. From time to time as technology changes, HealthSpace will make its application available on new operating system updates and technology.

iv.) Proprietary Notices—The Department will not directly or indirectly remove any proprietary notices, labels or marks from the HealthSpace Software or other materials, including those indicating any intellectual property rights of HealthSpace or any third party unless otherwise agreed between the parties in writing.

4. Ownership of Software and Data

a.) HealthSpace warrants to the Department that HealthSpace is the developer and owner of HS Cloud and HS Touch application, and has full rights to the said applications, and has the right to contract for, and distribute to the Department required licenses and access to operate the HealthSpace Software.

b.) In the event of any suit or claim against the Department by any third party for damages and/or injunctive relief contesting ownership of the HealthSpace Software and/or the Department's rights under this Agreement, HealthSpace agrees to, at its own expense, to indemnify the Department against such suit or claim and to hold the Department harmless from expenses of such defense and from any court-awarded judgments resulting from such suit or claim.

c.) Further, if such suit or claim occurs or is likely to occur, HealthSpace will, at its own expense, either procure for the Department the right to continue using the HealthSpace Software

or replace the same with a non-infringing product, substantially conforming to that described herein, or modify the same so that it will be non-infringing, provided that this Agreement has not been terminated.

d.) For greater clarity, the provisions of section 4.b) will not apply to the extent that any such claim relates to the Department's combination of the HealthSpace Software with computing devices, systems or other software not approved by HealthSpace or otherwise contemplated hereunder, or in the event of the Department's refusal to install any update or replacement provided pursuant to section 4.c).

e.) All Data and Public Data, whether entered into or stored in the system by the Department or by HealthSpace on behalf of the Department, is and will remain the sole property of the Department. The Department hereby grants HealthSpace the irrevocable, royalty-free license during the term of this Agreement to use, copy and otherwise exploit the Data and the Public Data for the express purpose of executing delivery of the services in this contract to the department, including to extract, derive, compile and publish the Public Data, and for any other purpose permitted hereunder. The Department acknowledges that whether the HealthSpace Software uses HealthSpace Servers or third party servers, the Supporting Software will transmit Data to HealthSpace Servers for the purpose of performing functions on the Data required by this Agreement and also to collect the Public Data, which Public Data may be further used, published or distributed by HealthSpace.

5. Obligations of the Department:

The Department will designate staff members to provide the following functions under this Agreement:

a.) Department Administrator: This individual is responsible for Administrator functions within the system, for the department.

b.) The Department agrees to designate a replacement Administrator within thirty (30) days if the primary is unable to serve in that capacity or leaves the organization.

c.) The Department will provide access to HealthSpace's online learning material for all Users using HS Touch.

d.) If the Department supplies the computing devices to operate the Supporting Software, the Department is responsible, with support from HealthSpace, to install the HS Touch Application on the Department computing devices. If HealthSpace supplies the necessary computing devices, HealthSpace will pre-install and configure the Supporting Software on such devices.

e.) The Department will pay the fees set out in the SOW, on the terms and conditions provided therein.

6. Term:

a.) The term of this Agreement will be as set out in the SOW.

b.) HealthSpace will provide a written 60 days' notice prior to the expiration of this agreement. This agreement will automatically renew under the same terms and conditions for one year at the expiration of the initial and each subsequent term unless:

i. the Department and HealthSpace enter into a new written agreement which replaces this Agreement, or;

ii. The Department provides a Notice of Termination, as prescribed herein, to HealthSpace of its intent to terminate this Agreement and its use of the HealthSpace Software.

7. Software System Upgrades and Changes

a.) The License Fee includes all subsequent core system configurations and changes instituted by HealthSpace after deployment in conjunction with the department's specific needs and requirements. It does not include any Custom Development, such as design changes to modules deployed for the Department that are outside the normal configuration options of the HealthSpace Software.

b.) HealthSpace will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HealthSpace Software resulting from system upgrades and changes.

8. Intellectual Property

a.) The HealthSpace Software will, at all times, remain the property of HealthSpace, subject only to the license of use granted herein, specifically excluding any right of reproduction, sale, lease, sub-license or any other transfer or disposition of the HealthSpace Software, or any portion thereof, by the Department except as follows:

i. Upon the transfer, or merger, of substantially all of the assets of the Department to a successor organization, this Agreement and the rights and obligations of the Department herein may be assigned to such successor; or

b.) The Department grants HealthSpace a non-exclusive, perpetual and royalty-free license to use all innovations, suggestions, and feedback. ("**Feedback**") regarding the HealthSpace Software suggested by the Department staff, provided that the Feedback pertains to the operation or design of the HealthSpace Software, or of possible future extensions of the HealthSpace Software, and is either presented in an area not private to the Department or is sent directly to HealthSpace. Such Feedback is given to HealthSpace on an "as is" basis and the Department does not provide any warranty regarding the Feedback.

9. Breach/Termination for cause

a.) Should either party default in the performance of any obligation under this Agreement or breach any provision contained in the Agreement and not correct or substantially cure, the default or breach within thirty (30) days after receipt of written notice by the other party of such default or breach, then in addition to any other remedies set forth herein, or available in law or in equity, this Agreement may be terminated by the non-defaulting/non-breaching party, following which the Department will comply with the provisions set out in section 10 for Decommissioning.

b.) In the event either party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other party may, at its sole discretion, terminate the Agreement upon thirty (30) days' notice to the other party and the provisions set out in section 10 for Decommissioning will not apply.

10. Decommissioning

a.) Upon termination of this Agreement, or its expiration without replacement, the Department will immediately cease using the HS Touch application. HealthSpace will transmit all data captured using HS Touch and all Department data stored on the HS Cloud system to the Department data system and scrubbed from the HS Cloud servers within five (5) business days of the effective termination date. HealthSpace will provide support for this process.

11. Confidentiality

a.) Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.

b.) Without limiting the foregoing, HealthSpace will (a) ensure that all copies of the Data will be secured behind a professionally configured firewall, (b) use database systems with adequate and reliable security and will make regular security checks on these systems, and (c) HealthSpace will supply the PAC with copies of the results of such checks upon request. The Department agrees that it will treat these results as HealthSpace's Confidential Information.

c.) Upon termination of this Agreement or upon the written instruction of the party owning Confidential Information, the other party will return or destroy the requesting party's Confidential Information. For this Agreement, a party will be deemed to have destroyed electronic Confidential Information when it executes an application- or operating system-level, commercially reasonable delete function on it, provided that thereafter it does not conduct or permit any recovery or restoration of same.

d.) Each party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this Agreement to the extent caused by such party and for any failure by such party to comply with the terms hereof. Each party will indemnify and hold harmless the other, from and against any and all claims arising out of any breach by it of this section 11.d).

e.) The obligations of confidentiality set out in this section 11 will not apply in respect of uses or disclosures of Confidential Information where:

- i. the disclosure consents in writing,
- ii. disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the party proposing to disclose the Confidential Information gives the other party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or
- iii. the party proposing to use or disclose the Confidential Information can establish with documentary evidence that, other than as a result of a breach of this Agreement, The Confidential Information (A) is available in the public domain or is Public Data, (B) was disclosed to it by a third party without violating confidentiality obligations, or (C) was already known by it or was subsequently developed by it without any use of Confidential Information.

12. Protected Health Information

a.) HealthSpace will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (PHI) in accordance to the NIST 800-53 Security Guide should the Department require that HealthSpace, subcontractors(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of the Department. This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.

b.) HealthSpace will use encryption that is in accordance consistent with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.

c.) Backups of PHI will be encrypted in accordance to secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized

personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.

d.) HealthSpace will implement technical security measures including mechanisms to encrypt and decrypt electronic protected health information (PHI) "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.

e.) HealthSpace will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to the Department upon request. HealthSpace may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

f. HealthSpace will provide reports or additional information upon request of the Department and access by the Department or the Department's designated staff to HealthSpace's facilities and/or any location involved with providing services to the Department or involved with processing or storing Department data, and HealthSpace shall cooperate with Department staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or Department law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. HealthSpace shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the Department thereof.

g. HealthSpace will report any security incident to the appropriate Department identified contact immediately. If HealthSpace has actual knowledge of a confirmed data breach that affects the security of any Department content that is subject to applicable data breach notification law, HealthSpace shall:

i. Promptly notify the appropriate Department identified contact within 24 hours or sooner, unless a shorter time is required by applicable law,

- ii. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner
 - iii. Cooperate with the Department as reasonably requested by the Department to investigate and resolve the data breach,
 - iv.) Promptly implement necessary remedial measures, if necessary, and
- h.) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- I.) Access to Department data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security and availability of the system and data resources. HealthSpace will be subject to HIPAA/HITECH Breach Notification requirements of unsecured Protected Health Information. All HealthSpace personnel assigned to this task order will be subject to appropriate security clearances granted in accordance to their assigned duties and responsibilities. All HealthSpace personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.

13. Indemnification

- a.) HealthSpace agrees that it will defend, indemnify and hold the Department harmless from any liabilities, claims or demands arising out of the work performed or services provided pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of HealthSpace or its officers, employees, agents or assigns, except to the extent that any such liability relates to any actions of the Department, the Users or any other employees or contractors of the Department. The Department will immediately provide notice to HealthSpace in the event of any such claim, and HealthSpace will have the right to defend and settle any such claims.
- b.) HealthSpace agrees to compensate the Department for any loss or damages caused directly by HealthSpace to the

Department's premises or physical property, arising out of the work performed or services provided pursuant to this Agreement.

c.) HealthSpace agrees to provide the Department proof of liability insurance prior to commencing work under this Agreement.

d.) The Department acknowledges that the licensed software provided by HealthSpace constitutes part of an information system to be used by the Department, its staff, employees and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.

14. Notice

a.) All notices will be in writing and will be sent by certified mail, return receipt requested, or by email to the people and addresses set out below, or to such other addresses as either party may request by notice. All notices sent by certified mail will be effective upon the date of receipt. Notices sent by email will be immediately effective on the date of transmission if sent during regular business hours, or on the next business day if sent outside of regular business hours.

To the Company:

HealthSpace USA Inc.
436 East 36th Street
Charlotte, NC 28205
Telephone: 1 (704) 519-8964
Web: www.hscloudsuite.com
Contact: Cameron Garrison, Director of Business Development
Cameron@hscloudsuite.com

To the Department:

Apache County, AZ
75 West Cleveland
St. Johns, AZ 85936
Contact: Preston Raban
Phone: 928-337-7532

b.) If normal mail service or email are interrupted by strike, slow down, Force Majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the parties sending the notice will use any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

15. Force Majeure

- a. Neither party is liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, their failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar events beyond the control of the party affected that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected will promptly notify the other, giving particulars of the event. The party so affected will use reasonable efforts to eliminate or remedy the event.

16. Information Management Responsibilities

- a.) HealthSpace will comply with all applicable privacy laws, rules, and regulations of the jurisdiction in which the Department is located.

17. General

- a.) This Agreement, the schedules and all attachments referenced herein will constitute the entire Agreement of the parties and will supersede all prior negotiations, proposals, and representations, whether written or oral.
- b.) This Agreement may not be modified except by subsequent agreement in writing executed by both the Department and HealthSpace.
- c.) It is mutually agreed by and between the parties that the relationship between the Department and HealthSpace will be that of independent contractor and no principal-agent or employer-employee relationship is created by this Agreement. The Department is interested in the results achieved and the conduct and control of the work will lie solely with HealthSpace. HealthSpace is not entitled to any

of the benefits the Department provides its employees. It is further understood that the Department does not agree to use HealthSpace exclusively. Moreover, it is understood that HealthSpace is free to contract for similar services to be performed for other parties while under contract with the Department.

d.) It is mutually agreed by and between the parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.

e.) It is mutually agreed and acknowledged by and between the parties that any breach by it of this Agreement with respect to intellectual property rights to HealthSpace Software or Confidential Information may cause the other party immediate and irreparable harm for which monetary damages would not be adequate to compensate such other party, and so upon such a breach the other party may seek injunctive or other equitable relief against the breaching party from any court of competent jurisdiction without establishing the inadequacy of monetary damages, proof of actual harm or posting any bond or security.

e.) This Agreement will be governed by and construed in accordance with the laws enforced from time to time in the State of North Carolina and the federal laws of the United States applicable therein, without reference to their conflicts of laws principles.

f.) The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

g.) This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. The Department may not assign

or transfer any interest in this Agreement without the prior written consent of HealthSpace.

h.) Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.

The terms of this agreement shall be subject to the terms and conditions of the RFP response by HealthSpace to the Department, included and referred to as Appendix B of this contract. In the event of conflict, the terms of the Purchase Order shall prevail.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the 8th day of December 2020.

For HEALTHSPACE USA INC.:

For DEPARTMENT:

Date Silas Garrison, CEO

Date Signature

Appendix "A"

Environmental Health Scope of Work

Modules to be configured for department and included in this contract:

a.) HealthSpace shall provide full functionality for the department to be able to conduct all of their permitting, inspection, data collection, reporting and management needs including inspections in the field for the following program areas:

- Food
- Pools
- Childcare
- Onsite septic
- Financial, and receipting module, for all programs included in system
 - Ability to use system for credit, debit, and ACH payments - including online by operators.
- Reporting - including Ad-Hoc - capabilities for all programs included above
- Full capability to perform inspections in the field on iPads or Windows Surface Pro devices (County chooses hardware). These devices have full functionality even when disconnected
- Ability to display inspection results online for the general public, and a full-service portal for County constituents to be able to apply for permits and licenses online, track existing licenses, and pay fees, with the Health Department
- Data conversion from existing databases to HS Cloud Suite for the program areas listed above
- "Form-builder" tool that allows the County to add, remove, and modify all fields and functionality in system. This includes the ability to publish any form or application online to the public portal to allow operators to interact with the City / County online
- Hosting (unlimited bandwidth and storage space) maintenance, and technical support
- On-site training for department users for go-live

Configuration Tools:

a.) Provided will be the Configuration Tools that provide the following functionality:

- i. Form Builder: Form builder provides back end access to all tools/tables in the system, allowing the Admin user to add data entry fields, edit current data entry field formats, upload and hook up a printed output from any tool, modify variables of features on all tools/tables, add new tools/tables to the system, and manage the relationship between all tools and tables. HealthSpace staff will assist in using this tool during implementation.

- ii. Violation Library: This tool allows the client to manage all aspects of the violation data that populates the inspections for all programs used, including library of items, selection types, scoring logic, predefined comments, violation municipal code library, printed output.
- iii. Program and Permit Type Manager: Which allow the full management of all programs and their individual permit/license types.
- iiii. Navigation Categories and Pages: Allows the management of basic access points and categorization of tools within the system.

Detailed User Manual and Training:

- a.) Provided will be a thorough user's manual that covers all the features of the system, including the configuration tools.
- b.) HealthSpace will provide onsite training at go-live for departments users.

Hosting

1. Service includes web hosting, data storage, data backup and publishing Public Data, which includes inspection information configured to meet the requirements of the Department,
2. HealthSpace will make reasonable efforts to ensure that the system servers are available at 99.999% availability per calendar month on all its services subject to any force majeure as set out in section 15 of the Agreement. HealthSpace provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Exhibit C
3. HealthSpace will allow access, via the Internet, to the system servers.

Support and Maintenance:

1. Any issues or needs with ongoing use of the system can be handled by using the HSCloud Support Feature. Full instructions on usage will be provided by product support staff. During usage, any bugs encountered will be fixed within three business days. Any change or additional functionality requests - outside the scope of this contract - will be reviewed and assessed, and if approved, a quote for the work will be provided.

Appendix "B"

Service Level Agreement (SLA)

HealthSpace offers the following levels of service to ensure maximum availability and performance. The HealthSpace 99.999% uptime guarantee sets standards for service in these critical areas:

Network Availability

Network uptime occurs when the functionality of all HealthSpace network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the HealthSpace servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the Client system ticket tracking module. The HealthSpace network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Client and HealthSpace. Should a network outage occur that results in Client system unavailability, HealthSpace will credit Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. These credits will be applied toward future license and maintenance payments.

Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a HealthSpace server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket-tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the HealthSpace server comes back online. HealthSpace critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage due to critical system failure occur, HealthSpace will credit the Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These will be applied toward future license and maintenance payments.

Hardware Guarantee

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the HealthSpace server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, HealthSpace will credit the customer 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These credits will be applied toward future license and maintenance payments.

Maintenance and escalation (scheduled and unscheduled)

HealthSpace will notify Client at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, HealthSpace will immediately notify Client System Administrator of the outage and its estimated length.

For outages lasting one (1) hour or longer the HealthSpace Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Chief Technology Officer. Any outage lasting four (4) or more hours is escalated to the HealthSpace Chief Executive Officer.

Should the outage last more than four (4) hours HealthSpace will provide updates to the Client System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

Customer Support and Warranty

Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM EST with the exception of federal holidays. An after-hours emergency support number is made available for Client division director level personnel.

Additional Services

Hosting of Client data Technical support to staff in accordance with HealthSpace's established maintenance policy. Changes or additions to the Client System in the event the state or other regulatory agency modifies the format in which data is collected or output on a standard form.

Errors or bugs in system code will be addressed and repaired immediately for the term of the contract. System change requests from Client will be evaluated on a case-by-case basis and scheduled for completion based on priority. Non-transferable, renewable, unlimited user license for all Client staff. This license covers the online version of the Client System as well as the offline version, or Field Client.

Exceptions

Clients with delinquent accounts may not take advantage of our uptime guarantee. The Client must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future license and maintenance fee payments.

Appendix C
Contract Fees and Payment Schedule:

a.) The fees payable under this Agreement are as follows:

- Configuration, data conversion, and implementation to HS Cloud Suite for the Phase One (on-site program) is:

\$ 5,400.00

Price after discount for Arizona standardized system pricing:

\$ 4,800.00

- The annual cost for warranty, hosting, maintenance, and support for onsite is

\$ 4,800.00

Price after discount for Arizona standardized system pricing:

\$2,400.00

b.) Payment schedule and terms:

- 100% (\$4,800.00) of /set up fee, and 100% of the first-year license, hosting, maintenance, and technical support (\$2,400.00) due upon execution of contract.
- 2nd year license, hosting, maintenance, and technical support due December 1st, 2021, and on anniversary thereof after.

Term:

a.) The term of this Agreement will commence December 1st, 2020 and run until December 30th, 2025.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

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

Preston Raban, Director ACPHSD

Date/Signature: 12/28/2020

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 a Memorandum of Understanding for the shar of Public Health Data between The Arizona Department of Health Services and Apache County Public Health Services District.

BOS Meeting Date Requested 01/05/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Check if item does not require review

Finance Review:

Signature

Check if item does not require review

x

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

MEMORANDUM OF UNDERSTANDING
MOU# HU156024

MEMORANDUM OF UNDERSTANDING
FOR THE SHARING OF PUBLIC HEALTH DATA
BETWEEN
THE ARIZONA DEPARTMENT OF HEALTH SERVICES
AND
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT

WHEREAS, the Arizona Department of Health Services (ADHS) is a division of the State of Arizona established to promote and protect public health and welfare through the operation of health related programs within the state.

WHEREAS, the Apache County Public Health Services District (ACPHSD) is a federally recognized Public Health Authority, pursuant to the requirements of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (HIPAA) and applicable law, established to promote and protect the public health and welfare of Native American Tribal entities and people through the operation of health-related programs within the United States.

WHEREAS, ADHS and ACPHSD recognize the need to set forth and define the terms under which ADHS will provide data files to ACPHSD containing public health records for the development of community health profiles and other general public health surveillance activities and Public Health Practice performed by ACPHSD.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this Memorandum of Understanding (MOU), ACPHSD and ADHS mutually agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein shall have the meanings set forth in this Section one (1).
 - 1.1 **"Authorized Persons"** means: ADHS and ACPHSD employees or contractors who have a need to know or otherwise access protected information including Personally Identifying Information to enable ADHS and ACPHSD to perform their missions in conformance with the requirements of state statutes, rules, and this MOU; and who are bound in writing by confidentiality obligations sufficient to protect all protected information including Personally Identifying Information in accordance with the terms and conditions of this MOU and applicable law.
 - 1.2 **"Confidential Information"** means information that is protected from unauthorized disclosure based on laws, regulations, and other legal agreements. For purposes of this MOU, it includes Personally Identifying Information, Protected Health Information, and Public Health Data.
 - 1.3. **"Personally Identifying Information"** means: information provided by ADHS to ACPHSD, or by ACPHSD to ADHS that: (i) identifies or can be used to identify an

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individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). ADHS' business contact information is not by itself deemed to be Personal Information.

- 1.4. **"Public Health Data"** means: health information organized and maintained by ADHS or by ACPHSD that is received under applicable law, including, but not limited to, patient names, mailing addresses and geocodes, dates of birth and death, gender, race, ethnicity, discharge status, disease codes, procedures performed and other information reported to ADHS or ACPHSD under applicable law. The elements of data shared and specific restrictions of their use under this MOU are fully described in sub-section 2.2, (Scope) and section nineteen (19), (Data Use and Ownership).
- 1.5. **"Public Health Practice"** means interventions designed solely to enhance the well-being of the specific subject population identified in this MOU, and which have reasonable expectation of success.
- 1.6. **"Quality Assurance (QA)"** means: activities that are established for the purposes of reducing morbidity and mortality and for improving the quality of health care and/or for encouraging proper utilization of healthcare services and facilities through the review of the qualifications, professional practices, training, experience, patient care, conduct, processes, or data of licensed health care providers.
- 1.7. **"Research"** means: a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this MOU, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.
- 1.8. **"Security Breach"** means: (i) any act or omission that materially compromises either the security, confidentiality or integrity of Personally Identifying Information or the physical, technical, administrative or organizational safeguards put in place by ADHS and ACPHSD or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of ADHS and ACPHSD or any Authorized Persons or a breach or alleged breach of this MOU relating to such privacy practices.
- 1.9. **"Statutory Public Health Authority - SPHA"** means: an agency or authority of the United States government, a State, a territory, a political subdivision of a State or territory, or Indian tribe that is responsible for public health matters as part of its official mandate, as well as a person or entity acting under a grant of authority from, or under a contract with, a public health agency, including the employees or agents of

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MOU# HU156024

such public health agency or its contractors or persons or entities to whom it has granted authority, that is responsibility for public health matters as part of its official mandate. For the purposes of this agreement, 'SPHA' refers to both ADHS and ACPHSD.

2. PURPOSE AND SCOPE OF AGREEMENT

2.1. Purpose

Subject to availability of data and resources, ADHS and ACPHSD agree to provide one another with Public Health Data as defined in section 2.2.1 of this MOU in a mutually agreeable format.

2.2. Scope

Subsection 2.1 notwithstanding, the Parties agree that ADHS and ACPHSD do not require, and shall not provide (except upon specific request) data files containing any of the following information related to any individual county resident: (i) signatures, telephone numbers, e-mail addresses; (ii) employee identification numbers, passwords or PINs, credit report information, answers to security questions and other similar personal identifiers; (iii) individual's government-issued identification number (including driver's license number or state-issued identified number); and (iv) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account or accounts.

2.2.1. Selection Criteria

ADHS will select records for inclusion and release to ACPHSD if the record meets any of these criterion: for residents within the jurisdictional boundary of ACPHSD, or which has been submitted by a facility within the jurisdictional boundary of ACPHSD, or human remains transported within the jurisdictional boundary of ACPHSD. Data elements that ADHS will provide in the data sets may include any data element permitted by this MOU and that is specifically requested by ACPHSD for inclusion.

2.2.2. Data Requests

To request data the requesting Agency shall submit a list of the Authorized Persons who shall receive or have access to data shared under this MOU to the Agency holding the data, along with specific data elements requested to be provided. Under this MOU both ADHS and ACPHSD may request updated data as needed. For data to be shared, both agencies must agree to the sharing of data requested. Following initial release of data under this MOU, ADHS or ACPHSD may request updated data as needed.

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2.2.3 Data Elements

The data that will be provided by ADHS to ACPHSD or by ACPHSD to ADHS under this MOU include all those listed in the Table in Exhibit A, and as further defined and limited within any other exhibit attached to this MOU.

2.2.4 Data Transfer Methods

The method of data sharing will be in a manner agreeable to ADHS and ACPHSD, and which meets the requirements of ADHS and ACPHSD to assure the security of the data as follows:

2.2.4.1 Encrypted file transfer using Secure File Transfer Protocol (SFTP). The data file will be posted to a web accessible ADHS server by ADHS, where it can be accessed only by ACPHSD. The ACPHSD staff designated to access the SFTP file transfer site must be Authorized Persons for the data element(s) they receive, and must use an ADHS issued userid and secure password to access the SFTP site.

2.2.4.2 Direct Access to ADHS application software (front end) or database tables (back end) by ACPHSD staff designated as Authorized Persons for the data element(s) they are accessing. To utilize this method of access, ACPHSD must demonstrate that the Information Technology network from which Authorized Users will have Direct Access meets and maintains all applicable data security requirements of ADHS and ACPHSD.

2.3. Inadvertent Disclosure

In the event that ADHS or ACPHSD is inadvertently provided with data files containing any of the information listed in subsection 2.2, they will notify the agency sending the data of the disclosure and delete or destroy such data files upon request.

3. NO SUPERSESION OF PAST AGREEMENTS

This MOU is intended to and **shall** supersede or replace any currently valid MOU in place between ADHS and ACPHSD regarding the sharing of Public Health Data identified under Exhibit A of this MOU.

4. TERM OF THE AGREEMENT

The Term of this MOU shall commence upon signature of both parties and shall continue for a period of five (5) years thereafter, unless terminated, or canceled as otherwise provided herein.

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5. CONTRACT EXTENSION

This MOU shall not exceed a total of five (5) years from the effective date of the MOU.

6. TERMINATION

6.1. This MOU remains in effect as provided in Sections four (4) and five (5) or until the MOU is otherwise terminated under the following terms and conditions:

6.1.1. Termination without Cause

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

6.1.2. Termination for Default

The ADHS and ACPHSD reserve the right to terminate the MOU in whole or in part due to the failure of the other Agency to comply with any material obligation, term or condition of this MOU. Both Agencies agree to provide written notice detailing the area of alleged lack of compliance or non-performance and to provide thirty (30) days to correct the alleged lack of compliance or non-performance prior to termination for default.

6.1.3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, ADHS and ACPHSD may cancel this MOU within three (3) years after MOU execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU becomes at any time while the MOU or an extension of the MOU are in effect, an employee of or a consultant to the other party to this MOU with respect to the subject matter of the MOU. The cancellation shall be effective upon receipt of the written notice of cancellation, unless the notice specifies a later time.

7. SECURITY OF CONFIDENTIAL INFORMATION

7.1. ADHS and ACPHSD shall monitor the use of all Public Health Data disclosed under this MOU, including but not limited to Personal Identifying Information, and to carefully restrict the use and disclosure of such information as provided for herein.

7.2. Survival of Duty to Protect Confidential Information

It is understood and agreed by the Parties that the obligations set forth in this Section seven (7), shall survive the expiration or termination of this MOU, except as expressly provided for herein.

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7.3. Minimum Safeguards for PHI

ADHS and ACPHSD shall carefully restrict use and access to Personally Identifying Information shared under this MOU solely to Authorized Persons and shall ensure that the following minimum safeguards to prevent a Security Breach in a manner consistent with the requirements of this MOU or applicable law. These safeguards shall, at the minimum, require that ADHS and ACPHSD and their Authorized Persons:

- 7.3.1. Prohibit Personally Identifying Information supplied under the terms of this MOU from being released or disclosed to anyone not working at ADHS or ACPHSD as an Authorized Person.
- 7.3.2. Ensure that any Authorized Persons, including any agent, or subcontractor to ADHS or ACPHSD, to whom ADHS or ACPHSD provides confidential information, or Personally Identifying Information under this MOU, agrees to the same restrictions and conditions that apply through this MOU to ADHS and ACPHSD with respect to such information.
- 7.3.3. Secure all printouts containing individual identifiers or confidential data in a locked vault, file cabinet or other method reasonably necessary to protect the confidential information.
- 7.3.4. Store all data shared under this MOU only on secured servers or encrypted devices within ADHS or ACPHSD. At the termination of this MOU, all data shared under this MOU shall be securely deleted consistent with the requirements of this MOU and applicable law.
- 7.3.5. Provide one another with a description of the security measures that are in place to maintain the confidentiality of the data being received under this MOU. ADHS and ACPHSD will consider the items described in the document titled "Security Considerations for Applicants" prepared by the ADHS HSRB (https://www.azdhs.gov/documents/director/administrative-counsel-rules/HSRB_SecurityChecklist.pdf).
- 7.3.6. ADHS and ACPHSD will provide to one another upon request, a current list of Authorized Persons, and evidence that all Authorized Persons who have access to the Public Health Data shared under this MOU have participated in any required training and signed any documents that are necessary to keep both ADHS and ACPHSD in compliance with HIPAA, including but not limited to, Business Associate Agreement, user confidentiality affirmation statement, HIPAA training certification or other HIPAA related compliance documents, if applicable.
- 7.3.7. Provide or continue to provide one another with a copy of procedures for notification of any Security Breach, which shall include a requirement that any user of the Public Health Data shared under this MOU shall immediately notify a designated individual at the agency which owns the data of any known or

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reasonably suspected Security Breach.

- 7.3.8. Maintain a log of all encrypted devices and identification numbers of those devices that are authorized to transmit, receive or store the Public Health Data shared under this MOU, until the data is destroyed. ADHS and ACPHSD may request a copy of the log at any time during the term of the MOU or until the data is destroyed.
- 7.3.9. Make clear to all Authorized Persons and other ADHS and ACPHSD employees with a need to know that they are prohibited from storing Public Health Data on non-encrypted flash drives, CDs, external drives, smart phones or other non-networked hard drives.
- 7.3.10. Provide to the Agency that owns the data prompt proof of the complete destruction of the original data and any copies or subsidiary data sets containing Personally Identifying Information that are developed from the original data upon the conclusion of this MOU or at such time that such destruction is required by applicable law and in accordance with the agreed retention schedule in the Exhibit A table of this MOU.
- 7.3.11. Take all reasonable steps to ensure that Authorized Persons who have access to the Public Health Data shared under this MOU shall maintain the same in strict confidence after the termination of this MOU; provided that ADHS and ACPHSD's obligations hereunder shall not apply to information that:
 - 7.3.11.1.1. Was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or
 - 7.3.11.1.2. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
 - 7.3.11.1.3. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation.
- 7.3.12. As mandated under ARS 36-302(B)3, which prohibits the organization, operation, or maintenance of any alternative system of vital records, data shared under this agreement shall not be retained longer than the term specified under the Exhibit A table for that item, and the custodial agency holding the data agrees to provide a Certificate of Destruction to the data owner Agency upon destruction of shared data.
- 7.3.13. ADHS and ACPHSD shall not release data shared under this agreement, or disclose information contained in data records shared under this agreement, in response to any legally enforceable order, subpoena, or other regulation (ORDER), without giving the other Agency notice and an opportunity to discuss

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and or object to the production. All legally enforceable orders, subpoenas, or other regulations (ORDERS) received by the custodian of data shared under this agreement will be referred immediately its legal counsel and the legal counsel of the data owner agency for consideration. It is the intent of this provision that the two Agencies will cooperate and discuss the merits of producing and/or objecting to the release of any data covered by this agreement before any data is released by either Agency.

7.4. Security Breach

In the event of a Security Breach, pursuant to A.R.S. § 44-7601, A.R.S § 18-545 and any other applicable law, ADHS and ACPHSD agree to collaborate with each other on the investigation, mitigation, remediation and, if necessary, breach notification of citizens. Pursuant to A.R.S. § 41-3507, ADHS and ACPHSD shall notify the Arizona Strategic Enterprise Technology (ASET) Statewide Information Security and Privacy Office (SISPO) immediately upon becoming aware or receiving notice of a Security Breach.

8. NON-DISCRIMINATION

The Parties shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

9. RECORDS AND RIGHT OF INSPECTION

Under A.R.S. § 35-214 and § 35-215, ADHS and ACPHSD shall retain all data and other records ("records") relating to the MOU for no longer than the specified data destruction schedule for each item specified in the Exhibit A table after the completion of the MOU, and shall provide a certificate of destruction to the data owner when the data are destroyed. All records held by ADHS or ACPHSD that were received under this MOU shall be subject to inspection and audit by the agency that shared them at reasonable times. ADHS and ACPHSD agree to mutually provide the right of access to those servers or drives used for the storage of Personally Identifying Information, at reasonable times, in order to monitor and evaluate performance, compliance, and/or Quality Assurance under this MOU.

10. ARBITRATION

The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518.

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11. AMENDMENT OR MODIFICATIONS

No amendment or modifications to this MOU, including any amendment or modification of this Section, shall be effective unless the same is in writing signed by the Parties.

12. ARIZONA LAW

The law of Arizona applies to this MOU.

13. RELATIONSHIP OF PARTIES

ADHS and ACPHSD warrant that they are acting as independent Agencies under this MOU. Neither party to this MOU shall be deemed to be the employee or agent of the other party to the MOU.

14. SEVERABILITY

The Provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU.

15. NO PAROLE EVIDENCE

This MOU is intended by the parties to be 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.

16. NO WAIVER

Either Party's failure to insist on strict performance of any term or condition of the MOU 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.

17. HEADINGS

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

18. ADVERTISING AND PROMOTION OF CONTRACT

ADHS and ACPHSD shall not advertise, publish, or re-release any information for commercial benefit concerning this MOU without the prior written approval of the Procurement Officer of the sharing Agency, and the ADHS Human Subject Review Board (HSRB).

19. DATA USE AND OWNERSHIP

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- 19.1 Each agency will use data shared under this MOU exclusively for approved activities mutually agreed by the parties to this MOU.
- 19.2 Proposed use of data shared under this MOU for Research shall first be reviewed and approved by a mutually agreed designated institutional review body (IRB or HSRB). If it is unclear to either party to this MOU whether the data use is Research or public health practice or both, then a clarification shall be requested from the designated institutional review body (IRB or HSRB).
- 19.3 ADHS or ACPHSD activities using the data shared under this MOU that generate external papers, or publications for dissemination outside of the custodial agency must have specific written review and clearance from the data owner before release. Requests for review and clearance shall be responded to within a reasonable time, and no later than thirty (30) calendar days.
- 19.4 The agency that owns the data as shown in the Exhibit A table under this MOU shall be cited as the source of the data in tables, reports, presentations, and scientific papers, and the publishing agency or its corresponding authors shall be cited as the source of interpretations, calculations, or manipulations of data.
- 19.5 The agency that owns the data as shown in the Exhibit A table under this MOU retains exclusive ownership of the data shared with the receiving agency except as described under subsection 19.7 of this MOU. Any release, or modified re-release of data shared under this MOU that is not specifically allowed under section 7.3.11 of this MOU requires prior approval by the agency that owns the data.
- 19.6 Any legal order or subpoena received by an agency in custody of data owned by the other agency, and regarding data owned by the other agency, shall immediately refer the orders or subpoenas to the legal counsel of the agency that owns the data, and shall take no actions, and make no decisions regarding the order or subpoena except as first directed by legal counsel of the data owner. The agency in custody may object to producing the data required under the legal order or subpoena.
- 19.7 In the case that data ownership in section 2.2.3 of this MOU is designated to ACPHSD in the Exhibit A Table, but the data are held in an ADHS system (such as MEDSIS), then the data become the exclusive ownership of ACPHSD when downloaded or extracted from the ADHS system in which the data are held.

20. NOTICES, CORRESPONDENCE AND REPORTS

- 20.1. Notices, correspondence and reports from ACPHSD to ADHS shall be sent to:

Arizona Department of Health Services
Attn. Public Health Data Sharing, Bureau of Public Health Statistics
150 N. 18th Avenue, Suite 550
Phoenix, AZ 85007

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NEWBORN_BIRTH_WEIGHT	DRG	PROCEDURE_6
DO_NOT_RESUSCITATE	DRG_VERSION	PROCEDURE_6_DATE
BILL_CREATION_DATE	ICD_VERSION	PROCEDURE_7
TOTAL_CHARGES	REASON_FOR_VISIT_1	PROCEDURE_7_DATE
PAYER_TYPE	REASON_FOR_VISIT_2	PROCEDURE_8
R010X_ALL_INCLUSIVE_RATE	REASON_FOR_VISIT_3	PROCEDURE_8_DATE
R011X_RB_PRIVATE	ADMITTING_DIAGNOSIS	PROCEDURE_9
R012X_RB_SEMI_PRIVATE	PRINCIPAL_DIAGNOSIS	PROCEDURE_9_DATE
R013X_RB_3_4_BEDS	PRINCIPAL_DIAGNOSIS_POA	PROCEDURE_10
R014X_RB_DELUXE_PRIVATE	DIAGNOSIS_2	PROCEDURE_10_DATE
R015X_RB_WARD	DIAGNOSIS_2_POA	PROCEDURE_11
R016X_RB_OTHER	DIAGNOSIS_3	PROCEDURE_11_DATE
R018X_LEAVE_OF_ABSENCE	DIAGNOSIS_3_POA	PROCEDURE_12
R019X_SUBACUTE	DIAGNOSIS_4	PROCEDURE_12_DATE
R020X_INTENSIVE_CARE	DIAGNOSIS_4_POA	ATTENDING_PROV_NAME
R021X_CORONARY_CARE	DIAGNOSIS_5	ATTENDING_PROV_NPI
R022X_SPECIAL_CHARGES	DIAGNOSIS_5_POA	ATTENDING_PROV_LICENSE
R023X_INCREMENTAL_NURSING	DIAGNOSIS_6	ATTENDING_PROV_BOARD
R024X_ALL_INCLUSIVE Ancillary	DIAGNOSIS_6_POA	OPERATING_PROV_NAME
R025X_PHARMACY	DIAGNOSIS_7	OPERATING_PROV_NPI
R026X_IV_THERAPY	DIAGNOSIS_7_POA	OPERATING_PROV_LICENSE
R027X_MED_SURG_SUPPLIES	DIAGNOSIS_8	OPERATING_PROV_BOARD
R028X_ONCOLOGY	DIAGNOSIS_8_POA	OTHER_PROV_NAME
R029X_DURABLE_MEDICAL_EQUIP	DIAGNOSIS_9	OTHER_PROV_NPI
R030X_LABORATORY	DIAGNOSIS_9_POA	OTHER_PROVIDER_LICENSE
R031X_LAB_PATHOLOGY	DIAGNOSIS_10	OTHER_PROVIDER_BOARD
R032X_RADIOLOGY_DIAGNOSTIC	DIAGNOSIS_10_POA	RECORD_TYPE
R033X_RADIOLOGY_THERA_CHEMO	DIAGNOSIS_11	N_ADDRESS
R034X_NUCLEAR_MEDICINE	DIAGNOSIS_11_POA	N_CITY
R035X_CT_SCAN	DIAGNOSIS_12	N_STATE
R036X_OPER_ROOM_SVCS	DIAGNOSIS_12_POA	N_ZIP
R037X_ANESTHESIA	DIAGNOSIS_13	N_ZIP4
R038X_BLOOD_COMPONENTS	DIAGNOSIS_13_POA	N_LON
R039X_BLOOD_ADMIN	DIAGNOSIS_14	N_LAT
R040X_OTHER_IMAGING	DIAGNOSIS_14_POA	N_MCODE
R041X_RESPIRATORY	DIAGNOSIS_15	N_LCODE
R042X_PHYSICAL_THERAPY	DIAGNOSIS_15_POA	N_COUNTY
R043X_OCCUPATIONAL_THERAPY	DIAGNOSIS_16	N_TRACT2
R044X_SPEECH_THERAPY	DIAGNOSIS_16_POA	N_BLOCK
R045X_EMERGENCY_ROOM	DIAGNOSIS_17	CHAA
R046X_PULMONARY_FUNCTION	DIAGNOSIS_17_POA	CHAA_ID
R047X_AUDIOLOGY	DIAGNOSIS_18	ED_ADMISSION_FLAG
R048X_CARDIOLOGY	DIAGNOSIS_18_POA	VISIT_QUALIFIER
R050X_OUTPATENT_SVCS	DIAGNOSIS_19	PCA
R053X_OSTEOPATHIC_SVCS	DIAGNOSIS_19_POA	PCA_ID
R061X_MRT	DIAGNOSIS_20	ETHNIC
R062X_MED_SURG_EXT_027X	DIAGNOSIS_20_POA	
R063X_PHARMACY_EXT_025X	DIAGNOSIS_21	
R068X_TRAUMA_RESPONSE	DIAGNOSIS_21_POA	
R070X_CAST_ROOM	DIAGNOSIS_22	
R071X_RECOVERY_ROOM	DIAGNOSIS_22_POA	
R072X_LABOR_DELIVERY	DIAGNOSIS_23	
R073X_EKG_ECG	DIAGNOSIS_23_POA	
R074X_EEG	DIAGNOSIS_24	
R075X_GI_SVCS	DIAGNOSIS_24_POA	
R076X_TREAT_OBSERVATION	DIAGNOSIS_25	
R077X_PREVENTIVE_CARE	DIAGNOSIS_25_POA	

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Frequency of Data Release:

Semi-Annually, after the final HDD limited data file has been finalized, typically by the mid-April, and mid-October each year.

Selection Criteria:

As agreed by ADHS and ACPHSD, HDD data shared under this MOU will not be limited as prescribed in section 2.2.1, but will include all records in the standard HDD limited data set, and will require compliance with the standard data release agreement terms and conditions.

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EXHIBIT F – BRFSS LIMITED DATA SET

Fields Shared:

All contained within the limited data set, including 5 digit zip code, and PCA assignment, but excluding nearest intersection responses or geocoding.

- All core and state-only survey question responses will be included in the data set shared with ACPHSD
- ADHS and ACPHSD will collaborate to review and redact responses as needed to protect respondent confidentiality when producing any analyses below the county level.
- ADHS will assist ACPHSD as needed to develop and assign each survey response to all geographic regions below the county level as requested by ACPHSD
- Neither the residence zip code value, nor PCA assignment of nearest intersection response are to be released by ACPHSD to third parties.
- The county may release all fields contained in the public data set to third parties.
- Publications of sub-county level estimates will present aggregated data only.
- ADHS and ACPHSD shall agree on a cell suppression policy for small number cell counts to be applied in small area estimate reporting.

Frequency of Data Sharing:

Annual Data file provided via encrypted Secure File Transfer Protocol (SFTP). Data files are generally available for the prior year survey between August, and October.

Allowable Data Uses:

Public Health uses including surveillance, assessments, quality controls, interventions, and other public health related activity.

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EXHIBIT G – MEDSIS Communicable Disease Data

Time Frame and Scope of Data Shared:

All data in MEDSIS for residents within the jurisdiction of ACPHSD, and events reported into MEDSIS by medical providers located within the jurisdiction of ACPHSD.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by ACPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. ACPHSD becomes the owner of all data downloaded from the ADHS MEDSIS server by ACPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

All uses allowable under applicable law as determined by ACPHSD. For Research uses, ACPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

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EXHIBIT H – SEXUALLY TRANSMITTED DISEASE DATA (PRISM)

Time Frame and Scope of Data Shared:

All data in PRISM for residents within the jurisdiction of ACPHSD, and events reported into PRISM by medical providers located within the jurisdiction of ACPHSD. Exception: cases or their contacts from other jurisdictions may be viewed by ACPHSD only during relevant case investigations.

Data Fields Shared:

All fields shared, dependent upon user permission level.

Frequency of Data Sharing:

Real-time continuous access to the PRISM production data. Sharing of reportable health event (PRISM) data is facilitated by granting access to PRISM to authorized persons designated by ACPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS PRISM server. ACPHSD becomes the owner of all data downloaded from the ADHS PRISM server by ACPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

Public Health uses including surveillance, assessments, quality controls, interventions, and other public health related activity. All uses must abide by terms defined under Section 19 Data Use and Ownership and all data security and confidentiality requirements mentioned therein. For research uses, ACPHSD may use an institutional review board of choice to oversee the protection of human ethics/privacy rights in data use.

Data Requests: Prism reporting functions are limited. ACPHSD may request data using the STD Data Request Protocol and applications shown below:

STD Data Request Protocol

Purpose

The Purpose of this protocol is to outline procedures around the receipt of data requests from internal and external partners while upholding best practices for data security and confidentiality.

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Resources

- [Data Request Form](#): This form can be used by internal and external partners for a **one-time data request**. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative (e.g. county or tribal level data).
- [Data Sharing Request](#): This form is to be used for **any transmission of data that will be repeated** (i.e. weekly line lists, annual counts for a defined population, etc.). This must be signed by the organization and by the STD Control Program Manager. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative (e.g. county or tribal level data).
- [Data Request Log](#): This log is for tracking one-time data requests
- [Summary of STD MOUs and DSAs](#): This log is for tracking current and former Data Sharing Requests and MOUs.

Protocol

1. A data request can be received by phone, email, etc. When one is received, first verify who is requesting the data;
 - a. If contacted by the media, please redirect the requestor to the [Public Information Office](#)
 - b. If contacted by the general public, please redirect them to the data available on our website (azdhs.gov/std, STD Data Tab)
 - c. For all other partners, proceed to step 2.
2. Determine the scope of the request. If this is a one-time request, please refer to the [Data Request Form](#). If this is an ongoing request, please use the [Data Sharing Request](#) form.
 - a. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative. Examples:
 - i. A non-county health department is requesting county level data that is not publically available: The county area manager will need to sign the data request and be involved in discussions around how the data can and cannot be used.
 - ii. A tribe is requesting county level data that is not publically available: The county area manager(s) will need to sign off on the data request and be involved in discussions around how the data can and cannot be used.
3. Once the appropriate form has been completed, please send to the STD Control Program Manager for approval.
4. Once approved, the STD Control Program Manager will save the request [here](#) and update the appropriate log.
 - a. The [Data Request Log](#) is used for one time requests and the [Summary of STD MOUs and DSAs](#) is used for data sharing agreements and MOUs.
 - b. One time requests are stored in a folder named by the year in which the data was requested
 - c. Ongoing requests are grouped by the requestor (i.e. County, Tribe, nature of request) etc.
5. Maintain copies of all coding and the end product used to complete request and store them in the appropriate subfolder [here](#).
6. Be sure to notify the STD Control Program Manager when the request has been completed.

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Data Request Form

Instructions:

This form is designed for persons requesting Arizona STD Surveillance Data from the ADHS STD Control Program. Please fill out all components of this form to the best of your ability. Depending on the complexity of the request, it can take a **minimum of two weeks** to process requests. If your organization does not have a Data Sharing Agreement with ADHS, please submit this form with your company letterhead.

Requestor Information:

Name		Title		Company/Organization	
Email				Phone Number	

Data Request:

What is the purpose for requesting this data?	
Please describe what data is needed: What disease(s)(if syphilis, indicate stages) What timeframe (past decade/year/month) What population (state/county/age/gender/etc.)	
In what format would like you the data to be prepared? (i.e. graph, line list, table, etc.)	
What steps will be taken to ensure data security and confidentiality?	

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How will the data be delivered? (i.e. secure email, uploaded to the Health Services Portal, etc.)	
How will the data be used, analyzed, published, and/or distributed?	
When is the data needed? Please allow a minimum of 2 weeks to process your data requests.	

Once finished, please email this form to std@adhs.gov

Please note that all media request should be submitted directly to the ADHS Public Information Office (<http://azdhs.gov/director/public-information-office/index.php#contact-us>).

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ADHS STD Control Program

Description of Data Sharing Plan

Instructions:

This form is designed for persons requesting **potentially identifiable** data from the ADHS STD Control Program on a regular basis. Please fill out all components of this form to the best of your ability. Depending on the complexity of the request, it can take a **minimum of two weeks** to process requests. ADHS reserves the right to deny any request that could jeopardize data security and/or confidentiality.

Requestor Information:

Name		Title	
Company/ Organization			
Email			
Phone Number			

Data Request:

What is the purpose for requesting this data?	
Please describe what data is needed: 1. What disease(s) <i>(if syphilis, indicate stages)</i> 2. What timeframe <i>(past decade/year/month)</i> 3. What population <i>(state/county/age/gender/etc.)</i>	

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In what format would like you the data to be prepared? <i>(i.e., graph, line-list, table, etc.)</i>	
Is the proposed activity determined to be consistent with all laws and regulations?	
What steps will be taken to ensure data security and confidentiality?	
How will the data be delivered? <i>(Secure email or upload to the Health Services Portal are recommended for potentially identifiable data)</i>	
How will the data be used, analyzed, published, and/or distributed?	
What physical and electronic security measures are in place for transferring and storing the data?	
What are the potential risks and benefits of data sharing?	
When is the data needed? <i>Please allow a minimum of 2 weeks to process data requests.</i>	

Please email completed form to std@adhs.gov

Requestor

STD Control Program Manager

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EXHIBIT I – IMMUNIZATION DATA (ASIIS)

Time Frame and Scope of Data Shared:

All data in ASIIS for residents within the jurisdiction of ACPHSD, and events reported into ASIIS by medical providers located within the jurisdiction of ACPHSD.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the ASIIS production data. Sharing of immunization events (ASIIS) data is facilitated by granting access to ASIIS to authorized persons designated by ACPHSD to have such access.

Method of Data Transfer:

In addition to ASIIS access, ACPHSD may request HEDIS reports for specific entities by submitting required information to the ADHS ASIIS Program Manager, and summary information will be produced and released by secure transfer method agreed by ADHS and ACPHSD.

Allowable Data Uses:

Public Health allowable activity as defined by HIPAA. Any research use must first be reviewed and approved by the ADHS HSRB.

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EXHIBIT J – HIV/AIDS SURVEILLANCE DATA (EHARS)

Time Frame and Scope of Data Shared:

All data in EHARS for residents within the jurisdiction of ACPHSD, and events reported into ASIIS by medical providers located within the jurisdiction of ACPHSD. The HIV/AIDS data are of an exceptionally sensitive and private nature, and for this reason close collaboration in sharing, using, and protecting these data are appropriate as a condition of this sharing. Data access will be provided on a read-only basis, and ACPHSD will coordinate closely with ADHS HIV/AIDS Surveillance to assure data quality is maintained, and that data are used in a manner that complies with all special CDC HIV/AIDS Surveillance requirements and regulations. Otherwise federal HIV/AIDS surveillance funding to Arizona might be jeopardized.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the E-HARS production data on a read-only basis. Sharing of HIV/AIDS surveillance (E-HARS) data is facilitated by granting limited access to E-HARS to authorized persons designated by ACPHSD to have such access.

Method of Data Transfer:

ACPHSD and ADHS HIV/AIDS Surveillance will collaborate, and closely coordinate the exchange of HIV/AIDS Surveillance data due to the extremely sensitive nature of the information it contains. ADHS and ACPHSD will use HIV/AIDS data shared under this agreement in a manner that fully complies with usage and privacy restrictions defined by the HIV/AIDS branch of the CDC and required as a condition of HIV/AIDS Surveillance grant funding to ADHS for the collection of these data. There will be no un-authorized uses of HIV/AIDS data shared with ACPHSD which have not been agreed to by both ACPHSD and ADHS.

Allowable Data Uses:

Public Health allowable activity as defined by HIPAA and conforming to the CDC Security and Confidentiality Guidance and the responding ADHS Security & Confidentiality document. Any research use must first be reviewed and approved by the ADHS HSRB.

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EXHIBIT K – ARIZONA STATE TRAUMA REGISTRY (ASTR)

Time Frame and Scope of Data Shared:

Annual data files are shared once produced by ADHS. Typically the data annual data file has been closed, cleaned, and finalized by the first day of August.

Data Fields Shared:

All data elements found in the ASTR FULL data set.

Limitations on Data Use:

Data may only be used for public health activity. No identifiable information may be published. No contact may be attempted with agencies or individuals contained within the shared ASTR data unless approved by ADHS.

Principle Contacts:

Arizona Department of Health Services
Bureau Chief, Bureau of EMS and Trauma System
150 N 18th Avenue, Suite 540
Phoenix, AZ, 85007
Phone: (602) 364-3149

Selection Criteria:

All events in the FULL Data Set which occurred within the jurisdiction of ACPHSD, or which were reported by a provider located within the jurisdiction of ACPHSD.

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EXHIBIT P – TUBERCULOSIS SURVEILLANCE CASE DATA

Allowable Purpose:

Data are exchanged by ACPHSD and ADHS primarily for conducting public health interventions to maintain continuity of care for persons diagnosed with TB, especially when they move across state or county jurisdictions. Data may also be used for other allowable public health practice, including surveillance, and research as a part of a joint public health initiative between ACPHSD and ADHS. Specific research projects must be approved as described in this MOU.

Limitations on Data Use:

Data may only be used as described above, for allowable public health interventions, surveillance, or as part of a mutually agreed research project. Re-release of data is allowed by ADHS to other public health statutory authorities, their designated agents, or governments of other nations for the sole purpose of maintaining continuity of TB medical treatment to individuals diagnosed with TB.

Principle Contacts:

At ADHS:
Dr. Eugene Livar
Arizona Department of Health Services
Office of Disease Integration and Services
150 N 18th Avenue, Suite 540
Phoenix, AZ, 85007
Phone: (602) 364-3846

At "ACRONYM»:
Principle Contact Block
Attn: ACPHSD Director
Address Block

Frequency of Data Release:

Individual case data will be provided upon request.

Selection Criteria:

Based upon individual level identifiers of persons known to have been diagnosed with TB.

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EXHIBIT Q – MEDSIS Non-Communicable Disease Data

Time Frame and Scope of Data Shared:

All data in MEDSIS for residents within the jurisdiction of ACPHSD, and events reported into MEDSIS by medical providers located within the jurisdiction of ACPHSD.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by ACPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. ACPHSD becomes the owner of all data downloaded from the ADHS MEDSIS server by ACPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

All uses allowable under applicable law as determined by ACPHSD. For Research uses, ACPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

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EXHIBIT R – MEDSIS Environmental Exposure Data

Time Frame and Scope of Data Shared:

All data in MEDSIS for residents within the jurisdiction of ACPHSD, and events reported into MEDSIS by reporting entities located within the jurisdiction of ACPHSD.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by ACPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. ACPHSD becomes the owner of all data downloaded from the ADHS MEDSIS server by ACPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

All uses allowable under applicable law as determined by ACPHSD. For Research uses, ACPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

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Phone: (602) 542-8064

20.2. Notices, correspondence, and reports from ADHS to ACPHSD shall be sent to:

Apache County Public Health Services District
Attn: Preston Raban, Director
323 South Mountain Avenue
Springerville, AZ 85938
Phone: (928) 337-7532

Signatures/Approvals:

For Apache County Public Health Services:



Apache County Director

Date: 12/28/2020

For Arizona Department of Health Services:

Chief Procurement Officer

Date: _____

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EXHIBIT A – TABLE 1 – PUBLIC HEALTH DATA SHARED UNDER THE MOU

<u>DATA SET</u>	<u>PII</u>	<u>PHI</u>	<u>Principle</u>	<u>Custodial Program</u>	<u>Data Owner</u>	<u>Allowed Purpose</u>	<u>HSRB</u>	<u>Attachments</u>	<u>Retention</u>
Vital Records Confidential Birth Data	Y	Y		ACPHSD	ADHS	Public Health Use	ADHS	Exhibit B*	5 year limit from date of receipt
Vital Records Confidential Death Data	Y	Y		ACPHSD	ADHS	Public Health Use	ADHS	Exhibit C*	5 year limit from date of receipt
Vital Records Fetal Death	Y	Y		ACPHSD	ADHS	Public Health Use	ADHS	Exhibit D*	5 year limit from date of receipt
Hospital Discharge Limited Data Sets (ED and IP)	Y	Y		ACPHSD	ADHS	Public Health Use	ADHS	Exhibit E*	5 year limit from date of receipt
BRFSS	Y	N		ACPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit F*	5 year limit from date of receipt
MEDSIS Infectious Disease Data	Y	Y		ACPHSD	ACPHSD	Public Health Qualifying Activity	ACPHSD	Exhibit G*	None
Sexually Transmitted Diseases Data (PRISM)	Y	Y		ACPHSD	ACPHSD	Public Health Qualifying Activity	ACPHSD	Exhibit H*	None

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<u>DATA SET</u>	<u>PII</u>	<u>PHI</u>	<u>Principle</u>	<u>Custodial Program</u>	<u>Data Owner</u>	<u>Allowed Purpose</u>	<u>HSRB</u>	<u>Attachments</u>	<u>Retention</u>
Immunization Data	Y	Y		ACPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit I*	5 year limit from date of receipt
HIV Data (EHARS)	Y	Y		ACPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit J*	5 year limit from date of receipt
Arizona State Trauma Registry Data	Y	Y		ACPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit K*	5 year limit from date of receipt
Tuberculosis Surveillance Case Data	Y	Y		ACPHSD	ACPHSD	Public Health Qualifying Activity including case intervention	ACPHSD	Exhibit P*	None
MEDSIS Non-Infectious Disease Data	Y	Y		ACPHSD	ACPHSD	Public Health Qualifying Activity	ACPHSD	Exhibit Q*	None
MEDSIS Environmental Exposure Data	Y	Y		ACPHSD	ACPHSD	Public Health Qualifying Activity	ACPHSD	Exhibit R*	None

*attachments specify which elements of each data set are shared, and may be revised from time to time through amendment of this MOU

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EXHIBIT B

ARIZONA VITAL RECORDS BIRTH DATA – De-Identified Data Set

Allowable Purpose:

Data are allowed to be exchanged by ADHS and ACPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this MOU.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principle Contacts:

Arizona Department of Health Services
Bureau of Vital Records – Bureau of Public Health Statistics
150 N 18th Avenue, Suite 581
Phoenix, AZ, 85007
Phone: (602) 364-3048

Frequency of Data Release:

Yearly, after the final vital records Birth non-PII data file has been closed, cleaned, and finalized, typically by the first day of August.

Selection Criteria:

As agreed by ADHS and ACPHSD that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this MOU.

EXHIBIT C

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ARIZONA VITAL RECORDS DEATH DATA – De-Identified Data Set

Allowable Purpose:

Data are allowed to be exchanged by ADHS and ACPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this MOU.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principle Contacts:

Arizona Department of Health Services

Bureau of Vital Records – Bureau of Public Health Statistics

150 N 18th Avenue, Suite 581

Phoenix, AZ, 85007

Phone: (602) 364-3048

Frequency of Data Release:

Yearly, after the final vital records Death non-PII data file has been closed, cleaned, and finalized, typically by the first day of August.

Selection Criteria:

As agreed by ADHS and ACPHSD that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this MOU.

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EXHIBIT D – VITAL RECORDS FETAL DEATH DATA SET

Fields shared:

All included in non-pii data file.

Frequency of Data Sharing:

PII Year-To-Date data file provided via encrypted Secure File Transfer Protocol (SFTP) or PII data provided through direct database link on a scheduled frequency as requested by "ACRONYM». A designated contact at ACPHSD will be granted credentials for SFTP access to the ADHS SFTP server to facilitate data transfer, or a direct access link and query defined to pull data appropriate for the county.

Allowable Data Uses:

Public Health uses including surveillance, assessments, quality controls, interventions, and other public health related activity._

Data Query Code Used:

```
/*options nosource nonotes;*/
libname fetd oracle path="vtrain1" schema=AZ_VSIMS_full user=&orauser.
password=&ORAPSWD. readbuff=5000
multi_datasrc_opt=in_clause read_lock_type=nolock dbindex=YES access=readonly;

libname fd '\\vitalrecords\data\FetalDeath-PII\DEVO\CDR';
data datetime;
  y2="'"||strip(put(year(intnx('year',today(),-1,'end')),4.))||'"';
  y1="'"||strip(put(year(intnx('year',today(),-0,'end')),4.))||'"';
  y3=input(strip(put((year(today())-1),4.)),best12.);
  call symput('YRN',y3);
  call symput('YRT',y2);
  call symput('YRT2',y1);
run;
proc sql _method outobs=max feedback SORTMSG;
create table fdeath as
select f.*,
intck('YEAR',mdy(mothers_birth_month,mothers_birth_day,mothers_birth_year),datepart(d
ate_delivery),'C') as mothers_age_at_delivery,
intck('YEAR',mdy(father_birth_month,father_birth_day,father_birth_year),datepart(date
_delivery),'C') as fathers_age_at_delivery
from fetd.fetal_death_view f
where year(datepart(date_delivery))>=&YRN.;
quit;
%MACRO REPORTS (COUNTY);
data datetime;
  M=strip(put(month(intnx('month',today(),-1,'end')),2.));
  y=strip(put(year(intnx('month',today(),-1,'end')),4.));
  county=&COUNTY.;
  county2=compress(county);
  pathE='\\VITALRECORDS\DATA\FETALDEATH-PII\DEVO\CDR\';
  path5=strip(pathe)||strip(county)||'_FETALDEATHS_'||strip(y)||'.csv';
```

MEMORANDUM OF UNDERSTANDING MOU# HU156024
--

```
filename3=strip(county2)||'_fetaldeaths'||'_'||strip(y);
call symput('YRT',y);
call symput('path5',path5);
call symput('fn3',filename3);
run;
/* Fetal Death By County */
PROC SQL;
CREATE TABLE fd.&FN3. AS
SELECT *
FROM WORK.FDEATH
WHERE year_delivery=&YRN.
AND (MOTHER_CURRENT_COUNTY=&COUNTY. OR DELIVERY_COUNTY=&COUNTY.);
QUIT;

proc export data=dfd.&fn3. outfile=&path6.
  dbms = csv replace;
quit;

%MEND;
%ANNUAL_REPORTS (&COUNTY.);
```

MEMORANDUM OF UNDERSTANDING

MOU# HU156024

EXHIBIT E - ARIZONA HOSPITAL DISCHARGE DATA – Standard Limited Data Set

Allowable Purpose:

Data are allowed to be exchanged by ADHS and ACPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this MOU.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principle Contacts:

Arizona Department of Health Services

Bureau of Public Health Statistics Hospital and Cost Reporting Program

150 N 18th Avenue, Suite 581

Phoenix, AZ, 85007

Phone: (602) 364-3048

Fields Shared:

Fields shared:

AZ_FAC_ID	R078X_TELEMEDICINE	ECODE_1
HOSPITAL_NPI	R079X_EXTRA_CORP_SHOCK	ECODE_1_POA
PT_MEDICAL_REC_NUMBER	R080X_IP_RENAL_DIALYSIS	ECODE_2
PT_CONTROL_NUMBER	R081X_ACQUIRE_BODY_COMP	ECODE_2_POA
PT_NAME	R088X_MISC_DIALYSIS	ECODE_3
PT_ADDRESS	R090X_BEHAVIORAL_HEALTH	ECODE_3_POA
PT_CITY	R091X_BEHAVIORAL_EXT_090X	ECODE_4
PT_STATE	R092X_OTHER_DIAGNOSTIC	ECODE_4_POA
PT_ZIP_CODE	R094X_OTHER_THERAPEUTIC	ECODE_5
PT_COUNTRY_CODE	R095X_OTHER_THERA_EXT_094X	ECODE_5_POA
HOMELESS_INDICATOR	R096X_PROFESSIONAL_FEES	ECODE_6
BIRTH_DATE	R097X_PROF_FEES_EXT_096X	ECODE_6_POA
SEX	R098X_PROF_FEES_EXT_097X	ACCIDENT_STATE
RACE_ETHNICITY	R099X_PATIENT_CONVENIENCE	PRINCIPAL_PROCEDURE
MARITAL_STATUS	R210X_ALTERNATIVE_THERAPY	PRINCIPAL_PROCEDURE_DATE
ONSET_SYMPTOMS_DATE	RALL_OTHER_REVENUE	PROCEDURE_2
ADMISSION_DATE	R0710_NURSERY_GENERAL	PROCEDURE_2_DATE
ADMISSION_HOUR	R0171_NURSERY_LEVEL_1	PROCEDURE_3
PRIORITY_OF_VISIT	R0172_NURSERY_LEVEL_2	PROCEDURE_3_DATE
SOURCE_OF_VISIT	R0173_NURSERY_LEVEL_3	PROCEDURE_4
DISCHARGE_DATE	R0174_NURSERY_LEVEL_4	PROCEDURE_4_DATE
DISCHARGE_HOUR	R0179_NURSERY_OTHER	PROCEDURE_5
DISCHARGE_STATUS	IRF_PPS_CMG	PROCEDURE_5_DATE

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: Leah Kelly - Coll 12/28/2020

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

Discussion and possible approval to accept State Grant-In-Aid in the amount of twenty-five thousand dollars (\$25,000). This is an ongoing grant from the Arizona State Library. The matching funds are met through regular expenditures.

BOS Meeting Date Requested: **January 5, 2021**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Pros and cons for accepting a State Grant-in-Aid grant in the amount of \$25,000.

Agenda item as written:

Discussion and possible approval to accept State Grant-In-Aid in the amount of twenty-five thousand dollars (\$25,000). This is an ongoing grant from the Arizona State Library. The matching funds are met through regular expenditures.

Pros

- This grant has been awarded to our Library District for many years now and is a part of our budget.
- The majority of the funds will be used to purchase digital resources that can be used throughout the County. A small portion will be used to cover postage associated with Inter-library loan, and this year, we will be using these funds to replace security cameras for the St. Johns Public Library.

Cons

- If we do not continue our contract with the various digital resource vendors, we will lose all content we have previously purchased.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

12/28/20 ASD

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 the Board of Supervisors' Chairman and Vice Chairman for 2021.

BOS Meeting Date Requested 1/5/2021

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: _____

12/18/20 

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

Discussion and possible appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee (LPC) for 2021.

BOS Meeting Date Requested 1/5/2021

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)

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 December 1, 2020 and January 5, 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 1/5/2021

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	12/01/2020	Accounts Payable	AIA - ARIZONA INTERSCHOLASTIC ASSOCIATION INC	250.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	ALLEGRA	43.37
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	ALSCO INC	574.09
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,090.74
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	AMERIGAS - GALLUP	131.20
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	AMIGO CHEVROLET	1,009.67
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	153.14
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	1,200.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	ASHTONS REPAIR INC	713.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	AZ ASSN OF COUNTIES	81.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	AZ ASSN OF COUNTIES	100.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	16,932.15
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	B & H WHOLESALE POPCORN CANNERY	84.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	915.73
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SARAH MAE BEGAY	130.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	BIG MIKES RENTAL SALES AND SERVICE	357.43
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	1,081.60
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	77.34
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	BOB BARKER COMPANY INC	543.45
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SHANE LEO BODIE	174.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	BOOT BARN	1,800.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	DEVIN BROWN	290.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	BUBANY LUMBER AND HARDWARE	608.16
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SHONDE LANE BURGESS	1,245.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	124.46
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	84,502.10
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	CDW GOVERNMENT LLC	528.68
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	CELLULAR ONE NE AZ	989.04
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SANDRA CISNEROS	285.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	109.08
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	COUNTY MANAGERS ASSOCIATIONS OF ARIZONA	150.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	ROGER STUART CURTIS	212.80
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	DAVIS TRUE VALUE HARDWARE	19.62
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	DELL COMPUTER CORPORATION	2,120.14
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	DISH NETWORK	166.28
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	EMPIRE MACHINERY	1,370.41

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	ESRI INC	109.10
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	FRONTIER	336.10
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	FRONTIER	336.20
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	FRONTIER	207.43
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	FRONTIER	210.73
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	FRONTIER	267.17
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	FRONTIER	247.99
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	FUTURE TIRE	1,804.53
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	FX TACTICAL LLC	107.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	GALLUP LUMBER & SUPPLY	109.99
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	RUBEN C GARCIA JR.	19.53
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	GMCO CORPORATION	8,280.40
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	JOHANNA K GONZALEZ	268.32
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	GRAINGER	447.24
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	DARYL GREER	476.75
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	KLINT HEAP	1,321.59
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	HILL AZ GROCERY STORE	56.58
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	HILLYARD/FLAGSTAFF	170.89
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	MARIE D HUNTER	155.26
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	INGRAM LIBRARY SERVICES	749.88
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	440.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	JCG TECHNOLOGIES INC	567.27
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	KONICA MINOLTA	555.19
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	MICHAEL LATHAM	167.57
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	LIGHT HOUSE OF ARIZONA	1,684.79
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	LINGO	91.93
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	MARSHALL AND SWIFT BOECKH LLC	371.95
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	MISSION UNIFORM & LINEN	146.06
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,001.77
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	NAVAJO WESTERNERS	61.43
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,526.29
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	ANTONY C NOTAH	174.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	ORIENTAL TRADING COMPANY	16.78
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	DOUGLAS LANCE PEARCE	259.34
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	1,008.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	RANDOLPH PLATT DDS	1,055.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	PREMIUM PROPANE LLC	17.32
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	PRO PETROLEUM	26,476.12
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	QUALITY 1ST ROOFING INC	52,598.70
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	QUALITY 1ST ROOFING INC	32,191.50
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	QUILL CORP	3,121.17
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	RDO EQUIPMENT CO	153.88
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	RELIABLE BACKGROUND SCREENING	329.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	RHINEHART OIL CO	17,975.21
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	RODE INN	309.84
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SAFELITE AUTO GLASS	1,069.79
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SAFEWAY INC	66.07
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SEAN P WILSON MD	200.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	737.85
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	RANDY SHERLOCK	24.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	JOE SHIRLEY JR	170.20
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SIERRA PROPANE	256.04
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SOUTHERN TIRE MART LLC	6,157.81
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SPARKLETTS WATER	84.29
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	67.21
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	SUNRISE AMULATORY SURGICAL CENTER LLC	2,516.79
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	TEN COW COMPANY INC	204.15
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	THE POUR STATION	97.50
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	TOWN OF EAGAR	642.18
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	UNIFIRST CORPORATION	65.43
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	VALLEY AUTO PARTS	119.77
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	VALLEY IMAGING SOLUTIONS	35.65
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	VEHICLE LIGHTING SOLUTIONS INC	1,040.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	VERIZON WIRELESS	1,823.67
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	VICTORY SUPPLY LLC	404.41
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	DANIEL DAVIS WALKER	52.00
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	177.78
Open	NBAZ - Warrant Clearing Account	12/01/2020	Accounts Payable	WOODLAND BUILDING CENTER	350.30
Open	NBAZ - Warrant Clearing Account	12/03/2020	Accounts Payable	AZ SECRETARY OF STATE	25.00
Open	NBAZ - Warrant Clearing Account	12/03/2020	Accounts Payable	EATON SALES & SERVICE	4,000.00
Open	NBAZ - Warrant Clearing Account	12/03/2020	Accounts Payable	ALTON JOE SHEPHERD	116.16
Open	NBAZ - Warrant Clearing Account	12/03/2020	Accounts Payable	TNT Exteriors, LLC	22,250.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/07/2020	Accounts Payable	BASHAS' CORPORATE OFFICE	24,997.23
Open	NBAZ - Warrant Clearing Account	12/07/2020	Accounts Payable	ABS OILFIELD SUPPLY INC	16,012.50
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	24 HOUR GAS-N-GO	12.36
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AIR-A-ZONA FLAG CO INC	457.32
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ALLEGRA	52.05
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ALPINE WATER AND SANITARY	89.83
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ALSCO INC	224.40
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,457.62
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AMERIGAS - GALLUP	241.80
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AMIGO CHEVROLET	127.64
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ANDA INC	33.38
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	APACHE COUNTY	196.74
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	TAMARA WILHELM APPLGATE	83.04
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	300.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ASHTONS REPAIR INC	76.31
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AT&T MOBILITY	75.14
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AZ CONSTABLES ASSN	2,472.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AZ COUNTIES INSURANCE POOL	1,638.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AZ SECRETARY OF STATE	68.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AZ SUPREME COURT	3,120.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	735.19
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SARAH MAE BEGAY	360.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	802.11
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,225.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	BOOT BARN	243.36
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	BRIDES AUTO CENTER	69.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	C&H PLUMBING	2,090.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CDW GOVERNMENT LLC	548.76
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CEDAR GROVE WATER CO	94.76
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CELLULAR ONE NE AZ	317.98
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	3,300.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CMS COMMUNICATIONS INC	223.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	208.08

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CONTINUANT INC	1,178.20
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CONTRACT PHARMACY SERVICES INC	2,179.01
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	15.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	TROY D CZARNYSZKA	182.19
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DAVIS TRUE VALUE HARDWARE	21.56
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	89.32
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DELL COMPUTER CORPORATION	1,717.72
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DIRECTV LLC	9.53
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DISH NETWORK	878.43
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DISH NETWORK	106.14
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DISH NETWORK	157.98
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ROXANNE M DRYE	303.14
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DYLLIN RICK ELLINGTON	82.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	EMPIRE MACHINERY	47.17
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ERAD GROUP INC	360.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	39.05
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	71.49
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	JOHN L FREEMAN JR	53.60
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FRONTIER	1,858.66
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FRONTIER	4,581.99
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FRONTIER	72.18
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FRONTIER	80.82
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FRONTIER	232.48
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FRONTIER	168.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FRONTIER	5,654.25
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FUTURE TIRE	177.82
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	GALLUP LUMBER & SUPPLY	12.72
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	GALLUP WATER WORKS	2,045.99
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	GENES FRAME & ALIGNMENT INC	1,105.76
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	GMCO CORPORATION	109.10
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DARYL GREER	2,925.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	HIGH COUNTRY SIGNS LLC	119.42
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	HILL AZ GROCERY STORE	190.38
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	HILL AZ GROCERY STORE	1,277.42
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	HILLYARD/FLAGSTAFF	1,072.81
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	HOME DEPOT	

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	INGRAM LIBRARY SERVICES	169.94
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	220.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	JCG TECHNOLOGIES INC	566.74
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	KB WELDING INC	422.88
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	MICHAEL LATHAM	220.35
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	LEGATE, PENROD & ASSOCIATES	1,444.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	946.54
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	LIBRARY WORKS INC	49.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	LIVCO WATER & SEWER COMPANY	1,157.96
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	LOWES COMPANIES INC	247.19
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AMELYA MCCOO	73.99
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	MARVIN MCCOO	73.80
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	RONALD D MCDANIEL	1,671.63
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	OSCAR R MIRANDA	64.74
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	MOLLY BUTLER LODGE	605.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	MONNIT CORPORATION	222.28
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	1,095.62
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	DANIEL R MUTH	35.30
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NAPA	373.46
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NATIONAL BANK	14,701.41
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	26.70
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	166.51
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NATIONAL BUSINESS FURNITURE	828.75
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	90.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	338.86
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NAVAJO WESTERNERS	111.32
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NEWMAN SIGNS INC	2,024.58
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NORTHEAST ARIZONA TRAINING CENTER INC	1,250.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	797.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	OCLC INC	82.25
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	KORYNN ADELL ORSAK	105.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	MARY ELLEN D OTERO	31.06
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	OVERDRIVE INC	327.88
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	RYAN N PATTERSON	147.78
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	HOLLEE PENROD SIMPSON	105.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	PERFECT PRINTZ LLC	381.09

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	PFIZER INC	3,959.56
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	RANDOLPH PLATT DDS	496.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	PRAXAIR DISTRIBUTION INC	100.16
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	PREMIUM PROPANE LLC	1,242.63
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	PROFORCE LAW ENFORCEMENT	2,313.36
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	GEORGE C PUENTE JR	115.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	QUILL CORP	3,945.83
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	REST UR RUMP	208.25
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	RHINEHART OIL CO	29.08
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ALEXANDRA NICOLA A RUPP	16.37
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	91.71
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SAFEWAY INC	76.66
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	888.24
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SEM APPLICATIONS INC	114.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SEQIRUS USA INC	2,342.94
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	JEFF SODERQUIST	82.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	300.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE	195.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ST JOHNS UNITED DRUG	2.38
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	458.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SUNSTATE TECHNOLOGY GROUP	299.60
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	THE POUR STATION	285.01
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	TOWN OF EAGAR	473.87
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.55
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	TRINITY SERVICES GROUP INC	15,811.59
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	961.26
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	UNIFIRST CORPORATION	65.43
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	VALLEY AUTO PARTS	507.38
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	VERITAS RESEARCH CONSULTING	3,900.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	VERIZON WIRELESS	132.07
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	WAGNER EQUIPMENT CO	613.36
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	WALMART COMMUNITY	337.08
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	WESTERN EXPLOSIVES SYSTEMS CO (WESCO)	86,623.65
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	26.16
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ANTONIA WOOD	194.52

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	WOODLAND BUILDING CENTER	245.89
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	WRIGHT EXPRESS FSC	1,190.94
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,707.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	484.81
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	529.06
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	APACHE COUNTY FSA	933.11
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	APACHE COUNTY HSA	4,377.74
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	APACHE COUNTY MEDICAL	165,118.89
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	130,325.90
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	ASRS LEGACY EORP	5,877.24
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	AZ STATE RETIREMENT SYSTEM	107,516.39
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,509.76
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CORP DISABILITY	109.84
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,858.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,769.96
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NATIONWIDE	3,406.31
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	NATIONWIDE TRUST FSB	3,400.39
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,224.20
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	PUBLIC SAFETY SHERIFF RET	34,953.46
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	12/08/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,559.39
Open	NBAZ - Warrant Clearing Account	12/09/2020	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,138.54
Open	NBAZ - Warrant Clearing Account	12/09/2020	Accounts Payable	BIG TEX TRAILER WORLD INC	8,102.50
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ALTON JOE SHEPHERD	116.15
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ALLEGRA	73.64
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ALPINE WATER AND SANITARY	110.41
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ALSCO INC	647.74
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	6,559.16
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AMERIGAS - GALLUP	546.84

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AMIGO CHEVROLET	114.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	APACHE COUNTY	8.98
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ARIZONA MOTORS SNOWFLAKE	1,420.87
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ASPEN TIRE & OIL	89.96
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AT&T MOBILITY	124.47
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AZ DEPARTMENT OF ENVIRONMENTAL QUALITY	4,520.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AZ DEPT OF HEALTH SERVICES	965.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AZ DEPT OF REVENUE	4,243.10
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AZ REPUBLIC	436.63
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AZ SECRETARY OF STATE	831.25
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	AZ SECRETARY OF STATE	1,287.93
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BASHAS' CORPORATE OFFICE	601.63
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	660.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	1,680.84
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SARAH MAE BEGAY	175.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BI INC	206.55
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BLACK RIDGE PHYSICAL THERAPY PLC	2,250.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,524.90
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,650.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BOOT BARN	194.95
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	GLORIA BOWMAN	8.40
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BRIDES AUTO CENTER	106.50
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BRODART CO	125.86
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	DEVIN BROWN	47.99
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BUBANY LUMBER AND HARDWARE	24.32
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BURNHAM MORTUARY	448.78
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	40.77
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	C&H PLUMBING	18,875.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	600.25
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CDW GOVERNMENT LLC	1,072.87
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CELLULAR ONE NE AZ	495.35
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	MICHAEL V CIRIVELLO	58.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CONCHO SUPPLY LLC	2,700.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	1,217.68

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	180.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	COURTYARD BY MARIOTT WRIGLEYVILLE WEST	95.99
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	8.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	8,990.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	6,198.75
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	498.34
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	442.16
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	DELL COMPUTER CORPORATION	7,949.95
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	DIRECTV LLC	54.98
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	DISH NETWORK	176.28
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	DISH NETWORK	78.50
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	136.21
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	EMPIRE MACHINERY	2,526.72
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	EXCEL HOSE LLC	19.73
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FERRELLGAS	389.88
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FIRE CAM LLC	894.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FLEET PRIDE	1,171.33
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.65
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	118.45
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	182.47
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	421.38
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	732.14
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	212.57
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	180.01
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	114.51
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	178.41
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	173.94
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	127.94
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	173.59
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	172.15
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	184.14
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	102.12
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	99.72
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FRONTIER	186.77
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FUTURE TIRE	4,834.85

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	FX TACTICAL LLC	530.80
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	GALL'S INC	706.01
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	GALLUP WATER WORKS	14.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	GMCO CORPORATION	9,780.52
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	KATHERINE MARIE GRUBER	2,223.65
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	RICHARD C GUINN	33.12
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ROSCOE GEORGE HERRERA	70.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	HILL AZ GROCERY STORE	64.53
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	HOME DEPOT	336.03
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	1,060.27
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	i3LOGIX INC	1,610.75
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	JOHN (JACK) INGRAM	21.08
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	INGRAM LIBRARY SERVICES	160.64
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	119.15
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	KB WELDING INC	2,426.71
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	KIMBALL EQUIPMENT COMPANY	1,512.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	KONICA MINOLTA	50.76
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	LANGUAGE LINE SERVICES INC	24.32
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	LAROC REFRIGERATION - METAL DIVISION INC	4,345.29
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	LARSON WASTE INC	19.95
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	MICHAEL LATHAM	322.31
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	LAWSON PRODUCTS INC	932.47
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	506.48
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	LIVCO WATER & SEWER COMPANY	1,364.43
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	LN CURTIS & SONS	14.36
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	LOWES #24	18.31
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	KENJI LEE MCCOO	80.55
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	MELISSA MEEKS	28.40
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	MISSION UNIFORM & LINEN	146.06
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	MOHAWK AUTOMOTIVE LIFTS SOUTHWEST	1,431.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	NAPA	420.59
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	NAVAJO SANITATION INC	223.82
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,943.69
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	NAVAJO WESTERNERS	6.97
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	16,665.45

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	NOEL'S INC	1,925.08
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	870.75
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	NORTHEASTERN ANESTHESIA PLLC	863.98
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	MARY ELLEN D OTERO	62.12
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	OVERDRIVE INC	654.69
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	PACIFIC PONDEROSA CO INC	1,489.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	107.49
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	PERFECT PRINTZ LLC	869.36
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	PIMA COUNTY MEDICAL	2,300.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	PITNEY BOWES	3,447.26
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	POINT EMBLEMS LLC	3,290.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	PREMIUM PROPANE LLC	976.45
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	QUILL CORP	5,594.45
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	RHINEHART OIL CO	32,986.90
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	RICOH USA INC	98.66
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	RIGG LAW FIRM PLLC	2,152.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	CAROL A ROBERTS	36.87
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SAFELITE AUTO GLASS	264.19
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SAFEWAY INC	175.30
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	PATRICK J SANDOVAL	70.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	1,082.51
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	114.94
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ALTON JOE SHEPHERD	481.70
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	JOE SHIRLEY JR	170.20
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SIERRA PROPANE	1,198.42
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	125.04
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	DALE SLOAN	201.61
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SONORA QUEST LABORATORIES	495.69
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SPARKLETT'S WATER	154.18
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ST JOHNS CITY	1,912.84
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	425.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	433.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	713.44
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	747.24

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	TEN COW COMPANY INC	371.21
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	THE POUR STATION	22.50
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	THOMSON REUTERS WEST	1,645.56
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	JOANNE TODECHEENE	213.00
Voided	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	TORRISON CONSULTING LLC	103,253.87
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	TOWN OF EAGAR	86.16
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	TOWN OF SPRINGVILLE	199.40
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	TRINITY SERVICES GROUP INC	89.91
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	UNIFIRST CORPORATION	385.45
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	US GEOLOGICAL SURVEY	3,100.00
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	VALLEY AUTO PARTS	5,688.75
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	VERIZON WIRELESS	987.73
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	116.93
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	VICTORY SUPPLY LLC	245.87
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	452.88
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	MICHAEL B WHITING	148.77
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	WILLIAMS SCOTSMAN INC (WILLSCOT)	1,360.20
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	ANTONIA WOOD	97.26
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	WOODLAND BUILDING CENTER	218.18
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	XEROX CORP	64.77
Open	NBAZ - Warrant Clearing Account	12/15/2020	Accounts Payable	YAZZIE'S AUTO PARTS INC	3,282.35
Open	NBAZ - Warrant Clearing Account	12/16/2020	Accounts Payable	DIANA M MORGAN	238.63
Open	NBAZ - Warrant Clearing Account	12/16/2020	Accounts Payable	NAHATA DZIL COMMISSION GOVERNANCE	250.00
Open	NBAZ - Warrant Clearing Account	12/16/2020	Accounts Payable	RYAN N PATTERSON	693.66
Open	NBAZ - Warrant Clearing Account	12/16/2020	Accounts Payable	ALTON JOE SHEPHERD	119.13
Open	NBAZ - Warrant Clearing Account	12/16/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	182.81
Open	NBAZ - Warrant Clearing Account	12/16/2020	Accounts Payable	NORTHLAND INVESTIGATIONS LLC	225.00
Open	NBAZ - Warrant Clearing Account	12/21/2020	Accounts Payable	NICOLL CONSTRUCTION LLC	103,253.87
Open	NBAZ - Warrant Clearing Account	12/21/2020	Accounts Payable	BERTHA A WHITE	360.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ALLEGRA	365.20
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ALSCO INC	510.68
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	7,532.13
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AMAZON COM INC	39.21
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AMERICAN NATIONAL RED CROSS	90.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AMERIGAS - GALLUP	3,935.18
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AMIGO CHEVROLET	2,846.02

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CHARLI A ANDERSON	624.44
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ANDERSON RESOURCE GROUP INC	2,205.75
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ASHTONS REPAIR INC	66.24
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AZ ASSOCIATION OF COUNTY ENGINEERS	500.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	17,101.46
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AZLGEBT	331,247.54
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BASHAS' CORPORATE OFFICE	45.61
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ELLEN RAE BAST	41.46
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	149.61
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SARAH MAE BEGAY	155.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	467.64
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BLOCKBUSTER INC	495.13
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	116.97
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BOOT BARN	535.53
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BRIDES AUTO CENTER	21.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	JOSEPH BENNY BROOKS	31.94
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BURNHAM MORTUARY	1,000.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BURNHAM MORTUARY	507.69
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	51.84
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CDW GOVERNMENT LLC	1,079.61
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	100.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CENTRAL ARIZONA SUPPLY	87.91
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	606.33
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	95.99
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	307.13
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	DAVIS TRUE VALUE HARDWARE	80.82
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	DELL COMPUTER CORPORATION	2,238.17
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	DIAMOND C FEEDS	78.53
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ROXANNE M DRYE	17.50
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	EBSCO SUBSCRIPTION SERVICES	5.50
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	81.25
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ELEVATION HEALTH SERVICES LLC	1,840.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	EMPIRE MACHINERY	776.84
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	50.34

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FERRELLGAS	962.68
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	72.18
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	917.97
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	421.38
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	107.18
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	194.27
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	159.62
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	74.96
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	106.90
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	165.82
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	164.37
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	161.30
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	24.78
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	57.41
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	139.26
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	74.14
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	74.45
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	247.99
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	267.17
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	107.10
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FRONTIER	72.18
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FUTURE TIRE	499.36
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	GALLUP LUMBER & SUPPLY	443.30
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	DARYL GREER	110.97
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NORA F GREER	360.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	YVETTE L GREER	312.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	GREER COMMUNITY FACILITIES	849.40
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	HIGH COUNTRY PROPANE	2,205.59
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	HIGH COUNTRY SIGNS LLC	725.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	HILL AZ GROCERY STORE	90.52
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	HILLYARD/FLAGSTAFF	1,190.14
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	HOME DEPOT	129.86
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	423.76
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	735.70
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	KB WELDING INC	8,109.43
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	KONICA MINOLTA	193.28

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	KTNN RADIO STATION	1,102.40
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	LANGUAGE LINE SERVICES INC	99.18
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	LAROC REFRIGERATION - METAL DIVISION INC	842.64
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	1,950.89
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	LOREN CLUFF - CLUFF TREE SERVICE	3,200.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	DWIGHT EARL LUND	18.34
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	863.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NACO	1,430.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NAPA	93.33
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,815.76
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NAVAJO WESTERNERS	29.42
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	5,014.98
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	1,368.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	52.40
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	MARY ELLEN D OTERO	31.06
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	OVERDRIVE INC	244.85
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	PACIFIC PONDEROSA CO INC	3,131.91
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	PAGE STEEL	62.72
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	RYAN N PATTERSON	155.83
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	PERFECT PRINTZ LLC	1,672.33
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	PIMA COUNTY MEDICAL	9,200.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	PRAXAIR DISTRIBUTION INC	188.57
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	PREMIUM PROPANE LLC	1,374.88
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	QUALITY 1ST ROOFING INC	33,167.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	QUALITY 1ST ROOFING INC	54,192.60
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	QUILL CORP	3,327.80
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	QUINCY ORONA ORIGINALS	214.44
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NANCY QUINN	45.13
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	R&S NORTHEAST LLC	15.63
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	RDO EQUIPMENT CO	194.34
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	RELIABLE BACKGROUND SCREENING	1,620.03
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	RHINEHART OIL CO	3,753.86
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SAFETY KLEEN	131.63
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	LAURENCE SCHIFF	1,800.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	1,501.62

Status	Bank/Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SIERRA PROPANE	883.97
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SPARKLETT'S WATER	25.24
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SPEEDY SALES AND SERVICE	1,303.80
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	450.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ST JOHNS CITY	75.76
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,063.26
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	455.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	125.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	THE LIBRARY STORE INC	850.31
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	THE POUR STATION	112.50
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	THOMSON REUTERS WEST	1,125.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,000.01
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	UNIFIRST CORPORATION	307.21
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	VALLEY AUTO PARTS	689.27
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	VEHICLE LIGHTING SOLUTIONS INC	130.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	VERITAS RESEARCH CONSULTING	2,550.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	VERIZON WIRELESS	4,889.44
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	STEVE WALKER	18.34
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	WESTERN DRUG COMPANY	30.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	GARRET LEE WHITING	409.68
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	MICHAEL B WHITING	183.17
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ANTONIA WOOD	127.26
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	WOODLAND BUILDING CENTER	111.01
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,419.71
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	JAY YELLOWHORSE	591.69
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	529.06
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	APACHE COUNTY FSA	933.11
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	APACHE COUNTY HSA	4,377.74
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	APACHE COUNTY MEDICAL	169,274.36
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	129,975.56
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	ASRS LEGACY EORP	5,877.24
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	AZ STATE RETIREMENT SYSTEM	106,962.52
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CINNINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,509.76
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CORP DISABILITY	96.42
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,793.42

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,640.42
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NATIONWIDE	3,276.21
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	NATIONWIDE TRUST FSB	3,357.90
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	15,224.20
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	PUBLIC SAFETY SHERIFF RET	35,630.70
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	12/22/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,665.89

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

12/28/20



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 December 1, 2020 and December 15, 2020.

BOS Meeting Date Requested 1/5/2021

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

December 1, 2020

St. Johns, Arizona

Present were: Chairman Alton Joe Shepherd, Vice Chairman Joe Shirley, Jr., Supervisor Travis Simshauser and County Manager/Clerk of the Board Ryan Patterson.

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.

Stephanie McCarthy led the Pledge of Allegiance.

Preston Raban gave the invocation.

Chairman Shepherd called for the Health District items.

Preston Raban, Health Director, requested approval of the Professional Services Agreement with Larson Waste, Inc., for removal of our medical waste, effective November 6, 2020 and was budgeted for in FY20/21. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Preston Raban, Health Director, requested approval of the Memorandum of Understanding (MOU) with Mountain Park Health Center (MPHC) and Apache County WIC Program. This non-financial MOU sets forth the terms between MPHC and partnering WIC Agency to clearly identify the roles and responsibilities of each party as they relate to the Breastfeeding PEER Counseling Special Project requirements set forth by ADHS. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

SueAn Stradling-Collins, Library Director, presented notification of the retirement of Library Specialist II, Julie Wilkins, and recognition of her 25+ years of service. The Supervisors thanked Mrs. Wilkins for her years of service.

Mr. Patterson, on behalf of the School Superintendent's Office, recognition of R. Barry Williams' service as Apache County School Superintendent for two terms, ending December 31, 2020. the Supervisors thanked Mr. Williams for his work with the educational system for the past 45 years. Mr. Williams provided an overview of his offices' accomplishments over the past 8 years he has been in office.

Mr. Patterson presented the consent agenda items A-E and recommended approval. **Mr. Simshauser moved approval of items A-E, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between November 10, 2020 and December 1, 2020. Payee Amount

ABS OILFIELD SUPPLY INC 48,037.50 ADHS AZ HEALTH CARE COST 22,400.00
 ALERTUS TECHNOLOGIES LLC 2,115.00 ALL SHADE WINDOW TINTING 11,834.68
 ALLIANCE EVALUATION SERVICES LLC 2,845.00 AMAZON CAPITAL SERVICES INC (IT DEPT) 2,235.85
 AMAZON CAPITAL SERVICES INC (IT DEPT) 3,501.25
 AMAZON CAPITAL SERVICES INC (IT DEPT) 4,245.26
 AMAZON CAPITAL SERVICES INC (IT DEPT) 4,349.40
 AMELYA MCCOO 1,012.10
 APACHE COUNTY BOS - SPIN # 14-301675352,200.00
 APACHE COUNTY HSA 4,490.24
 APACHE COUNTY HSA 4,490.24
 APACHE COUNTY MEDICAL 164,085.41
 APACHE COUNTY MEDICAL 165,123.49
 APACHE COUNTY TAX WITHHOLDING 139,265.50
 APACHE COUNTY TAX WITHHOLDING 139,414.63
 ARIZONA BOILER INSPECTORS 1,903.00
 ARIZONA BOILER INSPECTORS 3,225.00
 ARIZONA ELEVATOR SOLUTIONS INC 2,963.00
 ASRS LEGACY EORP 5,877.24
 ASRS LEGACY EORP 5,877.24
 AUTOMATED ELECTION SERVICES 30,045.90
 AZ COUNTIES INSURANCE POOL 2,500.00
 AZ DEPT OF HEALTH SERVICES 1,025.00
 AZ DEPT OF PUBLIC SAFETY 10,431.08
 AZ DEPT OF PUBLIC SAFETY 13,878.27
 AZ DEPT OF REVENUE 2,862.48
 AZ DEPT OF RISK MANAGEMENT 1,718.41
 AZ STATE GOVERNMENT 9,596.80
 AZ STATE RETIREMENT SYSTEM 108,545.16
 AZ STATE RETIREMENT SYSTEM 112,497.86
 AZ SUPREME COURT 1,537.52
 AZLGEBT 333,586.00
 AZLGEBT 337,230.01
 B & H PHOTO VIDEO PRO AUDIO 4,789.45
 BACKWOODS TEES LLC 2,316.21
 BAUMAN HOME AND AUTO INC 1,427.31
 BLUE KNIGHT SECURITY LLC 2,225.00
 BLUE KNIGHT SECURITY LLC 2,325.00
 BLUE KNIGHT SECURITY LLC 2,625.00
 BOB BARKER COMPANY INC 1,647.51
 BREWER LAW OFFICE PLLC 8,500.00
 BRUCKNER TRUCK SALES INC 34,056.00
 CENTRAL RESTAURANT PRODUCTS 2,593.83
 CNS BUSINESS FORMS INC 3,219.55
 COLONIAL LIFE AND ACCIDENT INS 1,509.76
 COLONIAL LIFE AND ACCIDENT INS 1,509.76
 CONTINUANT INC 1,178.20
 CONTRACT PHARMACY SERVICES INC 9,653.96
 CORRECTIONS OFFICER RET PLAN 10,793.47
 CORRECTIONS OFFICER RET PLAN 11,290.65
 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,242.26
 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,727.62
 CRESCENT ELECTRIC SUPPLY CO 1,340.97
 DANA BRYCE PATTERSON 8,500.00
 DELL COMPUTER CORPORATION 1,520.17
 DELL COMPUTER CORPORATION 5,280.15
 DESERT MOUNTAIN CORPORATION 17,050.49
 DISCOUNT TIRE 1,085.50
 DISCOUNT TIRE 1,184.97
 DISH NETWORK 1,129.41
 DISH NETWORK 1,979.42
 EATON SALES & SERVICE 92,065.72
 EBSCO SUBSCRIPTION SERVICES 2,569.83
 ELECTION SYSTEMS AND SOFTWARE 1,291.58
 ELECTION SYSTEMS AND SOFTWARE 2,706.93
 ELEVATION HEALTH SERVICES LLC 2,360.00
 EM HALE LAW 2,616.00
 EMPIRE MACHINERY 1,689.07
 EMPIRE MACHINERY 6,958.92
 EMPIRE MACHINERY 58,867.73
 ENVIRONMENTAL TECHNOLOGY INC 14,513.86
 ENVIRONMENTAL TECHNOLOGY INC 38,949.61
 EORP LEGACY 2,720.34
 EORP LEGACY 2,720.34
 FILEONQ INC 4,138.40
 FIRE CAM LLC 5,415.00
 FIRE CAM LLC 12,831.00
 FLEET PRIDE 1,319.75
 FLEET PRIDE 3,056.86
 FOUR CORNERS CLEAN LLC 1,960.47
 FRONTIER 1,308.13
 FRONTIER 1,857.84
 FUTURE TIRE 2,580.31
 FUTURE TIRE 3,485.58

FX TACTICAL LLC 2,388.14 GENERAL PACIFIC INC 1,699.00 GLAXO SMITHKLINE
 PHARMACY 1,512.60 HAMBLIN LAW OFFICE PLC 8,500.00 HILL YARD/FLAGSTAFF
 3,200.02 HOLIDAY INN - CANYON DE CHELLY 1,037.25 HOLLY NICOLE SMITH
 3,287.50 HP2 INC 2,068.79 IAN BRIMHALL PC 4,004.33 INGRAM LIBRARY SERVICES
 1,048.29 INGRAM LIBRARY SERVICES 1,546.11 INGRAM LIBRARY SERVICES 5,118.64
 JAMES EDWARD FURNITURE 7,787.48 JAY YELLOWHORSE 1,322.93 JCG
 TECHNOLOGIES INC 2,836.32 JOHNSON CONTROLS INC 5,632.12 JURY SYSTEMS
 INCORPORATED 1,034.00 KENJI LEE MCCOO 1,582.84 KLINT HEAP 1,315.00 KORYNN
 ADELL ORSAK 1,350.00 LAURENCE SCHIFF 1,800.00 LEGATE, PENROD &
 ASSOCIATES 2,192.00 MARVIN MCCOO 1,013.25 MOORE LAW PLLC 1,528.00
 NAPA 1,150.34 NATIONAL BANK 11,732.86 NATIONAL BUSINESS FURNITURE 5,928.24
 NATIONWIDE 2,991.81 NATIONWIDE 3,402.18 NATIONWIDE TRUST FSB 3,371.46
 NATIONWIDE TRUST FSB 3,372.83 NAVAJO NATION WATER CODE ADMIN 5,774.00
 NAVAJO TRIBAL UTILITY AUTHORITY 2,070.71 NAVAJO TRIBAL UTILITY
 AUTHORITY 4,946.45 NAVOPACHE ELECTRIC COOPERATIVE 1,624.34 NAVOPACHE
 ELECTRIC COOPERATIVE 3,136.05 NAVOPACHE ELECTRIC COOPERATIVE 6,316.04
 NAVOPACHE ELECTRIC COOPERATIVE 8,771.03 NEWMAN SIGNS INC 1,580.78 NICK D
 PATTON ATTORNEY AT LAW PLLC 2,040.00 N-PROCESS COUNSELING &
 ASSESSMENT 3,000.00 PEACEMAKER TECHNOLOGIES LLC 12,380.00 PIMA COUNTY
 MEDICAL 12,400.00 PRO PETROLEUM 11,536.44 PUBLIC SAFETY CENTER INC
 2,683.79 PUBLIC SAFETY PERSONNEL 40115,224.20 PUBLIC SAFETY PERSONNEL
 40115,224.20 PUBLIC SAFETY SHERIFF RET 36,269.08 PUBLIC SAFETY SHERIFF
 RET 36,547.87 QUILL CORP 1,785.14 QUILL CORP 2,444.93 QUILL CORP 2,978.93 QUILL
 CORP 3,538.99 RALLY GEAR LLC 2,722.00 REDW LLC 12,945.00 RELIABLE
 BACKGROUND SCREENING 2,382.75 RHINEHART OIL CO 1,702.50 RHINEHART OIL
 CO 10,691.76 RHINEHART OIL CO 11,170.88 RHINEHART OIL CO 14,329.80 RUSH
 TRUCK CENTER 3,500.01 SAFELITE AUTO GLASS 1,365.58 SANDRA L BLANSETT
 1,634.26 SANOFI PASTEUR INC 4,712.69 SECURUS TECHNOLOGIES INC 1,300.55
 SECURUS TECHNOLOGIES INC 1,385.88 SECURUS TECHNOLOGIES INC 1,439.67
 SECURUS TECHNOLOGIES INC 3,174.37 SOUTHERN TIRE MART LLC 8,053.88
 SPECIAL EDITIONS PUBLISHING 9,500.00 SPEEDY SALES AND SERVICE
 2,014.00 ST JOHNS CITY 2,208.46 ST JOHNS EMERGENCY SERVICES 2,340.32
 STAN'S DIESEL AND PERFORMANCE 1,083.79 STAPLES CREDIT PLAN 1,143.92
 STEWART J LEWIS SR 1,157.00 SUMMIT HEALTHCARE ASSOCIATION INC 6,500.00
 SUNRISE AMULATORY SURGICAL CENTER LLC 5,107.63 SUPPORT PAYMENT
 CLEARINGHOUSE 1,559.39 SUPPORT PAYMENT CLEARINGHOUSE 1,559.39
 SWDC BUSINESS DEVELOPMENT LLC 2,813.40 THE AARONS COMPANY LLC 3,000.00
 THOMSON REUTERS WEST 5,666.29 TRINITY SERVICES GROUP INC 19,902.00
 ULINE INC 2,330.76 ULINE INC 2,591.90 ULINE INC 7,585.46 VALLEY AUTO
 PARTS 2,375.70 VALLEY AUTO PARTS 2,426.83 VERITAS RESEARCH
 CONSULTING 1,750.00 VERITAS RESEARCH CONSULTING 3,500.00 VERIZON
 WIRELESS 2,878.93 VERIZON WIRELESS 3,238.80 VERIZON WIRELESS 5,667.16
 VICTORY SUPPLY LLC 2,945.70 VICTORY SUPPLY LLC 4,384.51 WAGNER
 EQUIPMENT CO 1,225.51 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,690.91
 WILLIAMS SCOTSMAN INC (WILLSCOT) 1,409.77 WOODLAND BUILDING
 CENTER 1,423.02 WOODLAND BUILDING CENTER 1,796.46 WRIGHT EXPRESS

FSC1,853.38 WRIGHT EXPRESS FSC2,278.39 YAZZIE'S AUTO PARTS INC3,097.96
YELTON AND ASSOCIATES3,000.00 YELTON AND ASSOCIATES 5,000.00 Demands are
payments made, or to be made, by the County. Specific details of the demands may be requested
through the County public record request process. B. Request approval of minutes dated
November 10, 2020 and November 18, 2020. C. Request approval of the Board of Supervisors
meeting schedule for 2021. D. District II: Request approval to increase the salary of Planning &
Engineering Manager Kendra Tso to \$48,141.20. Sheriff's Office: E. Request approval to accept
a donation in the amount of \$500 from Carquest Auto Parts. Vote was unanimous.

Mr. Patterson presented the request for approval of a 3% COLA increase for all eligible
County employees, effective January 1, 2021. **Mr. Shirley moved approval, seconded by Mr.
Simshauser.** Vote was unanimous.

Mr. Patterson requested approval of the Agreement of Services with RealAuction.com, LLC to
facilitate the online tax deed auction, not to exceed 3 years. Mr. Patterson stated the cost to the
county consists of a flat rate of \$1,500 (per auction run) and \$75.00 for each parcel sold during
the auction. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was
unanimous.

Mr. Patterson, on behalf of the Treasurer's Office, requested approval of an Agreement of
Services with RealAuction.com, LLC to facilitate the online lien auction, not to exceed 3 years
and is at no cost to the Treasurer's Office. **Mr. Shirley moved approval, seconded by Mr.
Simshauser.** Vote was unanimous.

Interim Chief Deputy Sheriff Rosco Hererra requested approval of Governor's Office of
Highway Safety STEP Enforcement Overtime grant in the amount of \$8,000 and the
DUI/Impaired Driver Enforcement and Related Materials and Supplies grant, in the amount of
\$4,200. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to award Bid #202101 for the roof
projects at the Apache County Annex and Courthouse in St. Johns to Quality 1st Roofing, the
sole bidder.

Courthouse	\$159,390
Annex	\$97,550

Mr. Shirley moved approval, seconded by Mr. Simshauser. Vote was unanimous.

Timothy Hinton, Finance Director, requested approval of a Professional Services Agreement
with REDW, LLC to prepare the government-wide and fund financial statement for the
County along with related footnotes, Required Supplementary Information (RSI) and
supplementary information other than RSI for the year ended June 30, 2020. **Mr. Simshauser
moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

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

Meeting adjourned at 9:05 a.m.

Approved this 5th day of January, 2021.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

December 15, 2020

St. Johns, Arizona

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

Chairman Shepherd called to order the Board of Supervisors meeting at 1:01 p.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Malena Bazarro, District III Manager, requested approval of an amendment to Grant #SFA 19-101 extending the term of the agreement to June 30, 2021. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, District III Manager, requested approval of an amendment to Grant #WFHF 18-202 extending the term of the agreement to June 30, 2021. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, District III Manager, requested adoption of a resolution to accept grant funds in the amount of \$124,452 from the Pasqua Yaqui Tribe's Gaming Revenue Sharing Funds Program on behalf of the Concho Fire Department, for the purchase of emergency services equipment. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chairman Shepherd on behalf of District II, requested approval of an Intergovernmental Agreement (IGA) between the Winslow Indian Health Care Center (WIHCC) and Apache County (District II) for cooperation and coordination in COVID-19 winterization for communities within District II. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson, on behalf of Human Resources, requested authorization to adjust current and new hire salaries to comply with the minimum wage increase, effective January 1, 2021. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Simshauser expressed his appreciation to the Board members for the time he shared with them serving as District III Supervisor. Mr. Shepherd and Mr. Shirley thanked Mr. Simshauser for his good service on behalf of the people of Apache County.

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

Approved this 7th day of January, 2021.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

12/28/20
[Signature]

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

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.

BOS Meeting Date Requested 1/5/2021

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

11-23-2020

RE: PARCEL # 20923010 NLETTER OF FORGIVENESS

To: Whom It May Concern.

This letter will serve as my request/
petition to the County Board of Supervisors
for my religious organization which is
Tax-Exempt (501(c)(3)).

Our mission, S.T.P. (Summit Training Post)
is located on Hwy. W. 264 in St. Michaels, AZ.
It has been brought to my attention that
an oversight happened, in that we did not
put the trailers on the affidavit. Again, this
was totally an oversight!
Would you please accept this "Letter of
Forgiveness"?

Thank you!

Sincerely,

Lois E. Hutchinson

(President of S.T.P. Mission)

Phone:

(609) 432-7870

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****SUMMIT TRAINING POST, INC.*****

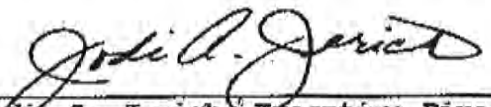
a foreign nonprofit corporation organized under the laws of Delaware did obtain authority to conduct affairs in the State of Arizona on the 15th day of March 2000.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Nonprofit Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-3122, 10-3123, 10-3125, & 10-11622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 23rd Day of May, 2013, A. D.




Jodi A. Jerich, Executive Director

By: _____

915495

RECEIVED JUN 08 2013
NMORC
Corporation Bureau

NOV 10 2003

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 06 2003

SUMMIT TRAINING POST INC
C/O THOMAS J WINTERS
2448 E 81ST ST STE 5900
TULSA, OK 74137-4259

Employer Identification Number:
51-0394728

DIN:

17053259035033

Contact Person:

ZEV HASELKORN

ID# 31118

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Form 990 Required:

Yes

Addendum Applies:

No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

-3-

SUMMIT TRAINING POST INC

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

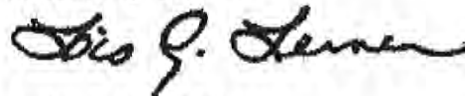
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 09:00 AM 12/03/1999
 991516838 - 3135408

CERTIFICATE OF INCORPORATION OF
Summit Training Post, Inc.

THE UNDERSIGNED, as the sole incorporator of Summit Training Post, Inc. (hereafter "Corporation") and pursuant to the provisions of the General Corporation Law of Delaware ("GCLD"), certifies as follows:

I. NAME: The name of Corporation is Summit Training Post, Inc.

II. REGISTERED AGENT: The registered agent and office of Corporation is The Bear Law FirmTM, Geissler Park, Suite 356, 1218 Pulaski Highway, Bear, New Castle County, Delaware 19701.

III. PURPOSE AND POWERS:

a. The purposes for which Corporation is formed are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding sections of any future Federal tax code (hereinafter "IRC"), and are:

b. It is the intention of Corporation to qualify and remain qualified as exempt from income tax under Section 501(c)(3) of the IRC. Accordingly:

(1) Notwithstanding any other provisions of this Certificate, Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the IRC, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under 1986 IRC Section 501(c)(3) or corresponding section of any future Federal tax code.

(2) No part of the net earnings of Corporation shall inure to the benefit of any Member, Trustee, Director, Officer of Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for Corporation), and no Member, Trustee, Director, Officer of Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of Corporation.

(3) No substantial part of the activities of Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except that Corporation may choose to make the election provided for in 1986 IRC Section 501(h), or corresponding section of any future Federal tax code or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidates for public office.

(4) In the event of dissolution, all of the remaining assets and property of Corporation shall, after necessary expenses thereof, be distributed to another organization exempt under 1986 IRC Section 501(c)(3), or corresponding section of any future Federal tax code, or to the Federal government, or state or local government for a public purpose, subject to the approval of an appropriate judicial body of the State of Delaware, if such approval is required by law.

c. It is the further intention of Corporation to have the status of an organization which is other than a private foundation as defined in 1986 IRC Section 509(a), or corresponding section of any future Federal tax code, and this Certificate shall be construed accordingly and all powers and activities hereunder shall be limited accordingly. However, in any taxable year in which Corporation is a private foundation as described in 1986 IRC Section 509(a), Corporation shall distribute its income for said period at such time and manner as not to subject it to tax under 1986 IRC Section 4942, and Corporation shall not engage in any act of self-dealing as defined in 1986 IRC Section 4941(d), retain any excess business holdings as defined in 1986 IRC Section 4943(c), make any investments in such manner as to subject Corporation to tax under 1986 IRC Section 4944, or make any taxable expenditures as defined in 1986 IRC Section 4945(d), or corresponding sections of any future Federal tax code.

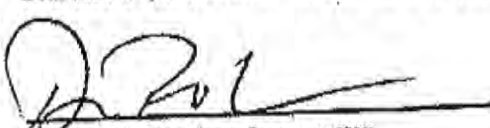
IV. STOCK AND BY-LAWS: The Corporation shall be a non-stock corporation. The Board of Directors (the "Board") shall have the power to make, adopt, alter, amend and repeal by-laws of Corporation.

V. MANAGEMENT OF THE CORPORATION: The Board shall have the power and authority to conduct the business and affairs of Corporation to the full extent authorized by law, and may delegate all such powers, in its sole discretion and to the extent permitted by law, to any committee of the Board or to any officers of Corporation.

VI. QUORUM AND VOTE REQUIRED: The Board may establish the quorum and vote requirements for meetings of the directors and stockholders, subject to the provisions of law.

VII. DIRECTOR LIABILITY: No director of Corporation shall be personally liable to Corporation or its members for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to Corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the GCLD, or (iv) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the liability of a director for any act or omission occurring prior to the time this Article became effective.

VIII. SOLE INCORPORATOR: The sole incorporator of Corporation is Douglas R. MacGray, whose mailing address is The Bear Law FirmTM, Geissler Park, Suite 356, 1218 Pulaski Highway, Bear, (New Castle County) Delaware 19701.


 Douglas R. MacGray, Incorporator

Z:\CASES\91117\CNE\CERT.DOC

Dated: November 29, 1999

Internal Revenue Service
Director, EO Rulings & Agreements
P.O. Box 2508
Cincinnati, OH 45201

Date: September 17, 2003

THOMAS J WINTERS
2448 E 81ST ST STE 5900
TULSA, OK 74137

Department to the Treasury

Employer Identification Number:
51-0394728

Document Locator Number:
17053-259-03503-3

Toll Free Number: 877-829-5500

FAX Number: 513-263-3756

Application Form: 1023

User Fee Paid: \$500.00

RE: SUMMIT TRAINING POST INC

Acknowledgement of Your Request

We received your application for exemption from federal income tax. When communicating with us, please refer to the employer identification number and document locator number shown above.

What Happens Next?

Your application was entered into our computer system at our processing center in Covington, Kentucky, and has been sent to our Cincinnati office for initial review. We approve some applications based on this review. If this is the case, you will receive a letter stating that you are exempt from federal income tax.

If the initial review indicates that additional information or changes are necessary, your application will be assigned to an Exempt Organization Specialist who will call or write you. We assign applications in the order we receive them.

If the additional information indicates that you qualify for exemption, you will receive a letter stating that you are exempt from federal income tax. If you do not qualify for exemption, we will send you a letter telling you why we believe you do not qualify and will include a complete explanation of your appeal rights.

The IRS does not issue "tax exempt numbers" or "tax exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

How long will this process take?

Normally, you may expect to hear from us within 120 days. If you do not, call our toll free number between the hours of 8 a.m. and 6:30 p.m. Eastern Time. Please have your identification numbers available so that we can identify your application. If you would rather write than call, please include a copy of this notice with your correspondence.

Form **872-C**

(Rev. April 1996)

Department of the Treasury
Internal Revenue Service**Consent Fixing Period of Limitation Upon
Assessment of Tax Under Section 4940 of the
Internal Revenue Code**

(See instructions on reverse side.)

OMB No. 1545-0056

To be used with
Form 1023. Submit
in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

SUMMIT TRAINING POST, INC.

(Exact legal name of organization as shown in organizing document)

P.O. BOX 4707, WINDOW ROCK, AZ 86515

(Number, street, city or town, state, and ZIP code)

and the

District Director of
Internal Revenue, or
Assistant
Commissioner
(Employee Plans and
Exempt Organizations)

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year **DECEMBER 31, 1999**

(Month, day, and year)

Name of organization (as shown in organizing document)

SUMMIT TRAINING POST, INC.

Officer or trustee having authority to sign

Signature

Date

7/22/03

Title

President

For IRS use only

District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)

Date

By

For Paperwork Reduction Act Notice, see page 1 of the Form 1023 instructions.

Cat. No. 16905Q

Form **872-C**

(Rev. April 1996)

Department of the Treasury
Internal Revenue Service**Consent Fixing Period of Limitation Upon
Assessment of Tax Under Section 4940 of the
Internal Revenue Code**

(See instructions on reverse side.)

OMB No. 1545-0059

To be used with
Form 1023. Submit
in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

SUMMIT TRAINING POST, INC.

(Exact legal name of organization as shown in organizing document)

P.O. BOX 4707, WINDOW ROCK, AZ 86515

(Number, street, city or town, state, and ZIP code)

and the
District Director of
Internal Revenue, or
Assistant
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(Employee Plans and
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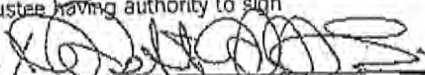
Ending date of first tax year DECEMBER 31, 1999
(Month, day, and year)

Name of organization (as shown in organizing document)

SUMMIT TRAINING POST, INC.

Officer or trustee having authority to sign

Signature ▶



Date

7/22/03

Title ▶

President**For IRS use only**

District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)

Date

By ▶

For Paperwork Reduction Act Notice, see page 1 of the Form 1023 Instructions.

Cat. No. 16905Q

Form **1023**
(Rev. April 1996)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

OMS No. 1545-0056

If exempt status is
approved, this
application will be open
for public inspection.

Read the instructions for each Part carefully.

A User Fee must be attached to this application.

If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

Complete the Procedural Checklist on page 7 of the instructions.

Part I Identification of Applicant

1a Full name of organization (as shown in organizing document) SUMMIT TRAINING POST, INC.		2 Employer identification number (EIN) (If none, see page 2 of the instructions.) 51 : 0394728
1b c/o Name (if applicable)		3 Name and telephone number of person to be contacted if additional information is needed THOMAS J. WINTERS J. DANIEL BEIRUTE DIHANNA GEORGE
1c Address (number and street) P.O. BOX 4707	Room/Suite	4 Month the annual accounting period ends DECEMBER
1d City or town, state, and ZIP code WINDOW ROCK, AZ 86515		7 Check here if applying under section: N/A a ☐ 501(e) b ☐ 501(f) c ☐ 501(k)
5 Date incorporated or formed 12/3/99	6 Activity codes (See page 3 of the instructions.) 560	
8 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? ☐ Yes ☒ No If "Yes," attach an explanation.		
9 Is the organization required to file Form 990 (or Form 990-EZ)? ☐ N/A ☐ Yes ☒ No If "No," attach an explanation (see page 3 of the Specific Instructions) NOT REQUIRED TO FILE UNLESS RECEIPTS ARE OVER \$25,000		
10 Has the organization filed Federal income tax returns or exempt organization information returns? ☐ Yes ☒ No If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.		

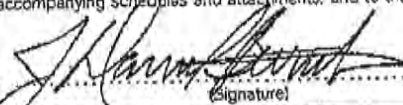
11 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING. (See **Specific Instructions for Part I, Line 11**, on page 3.) Get Pub. 557, **Tax-Exempt Status for Your Organization**, for examples of organizational documents.)

- a ☒ Corporation—Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also include a copy of the bylaws.
- b ☐ Trust—Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c ☐ Association—Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of the bylaws.

If the organization is a corporation or an unincorporated association that has not yet adopted bylaws, check here ☐

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please
Sign
Here


(Signature)

ATTORNEY

(Title or authority of signer)

9/9/03
(Date)

For Paperwork Reduction Act Notice, see page 1 of the instructions.

Cat. No. 17133K

Part II Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization--past, present, and planned. **Do not merely refer to or repeat the language in the organizational document.** List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

PLEASE SEE EXHIBIT A.

- 2 What are or will be the organization's sources of financial support? List in order of size.

DONATIONS, CONTRIBUTIONS, GIFTS OF MONEY, BEQUESTS.

- 3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc. Attach representative copies of solicitations for financial support.

This organization shall accept donations, offerings and bequests from its members and the general public. No formal fund-raising program is currently in operation nor planned for the future.

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

date/time stamp

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

Community Development

Date/Signature: 12/28/20 Shanaa Parcel

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

CONSENT AGENDA: 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 in 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.

Meeting Date Requested: January 5, 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 _____

STAFF REPORT CONTACT INFORMATION
Shanna Pearce, Community Development

DOCKET/CASE/APPLICATION NUMBER
2020-43

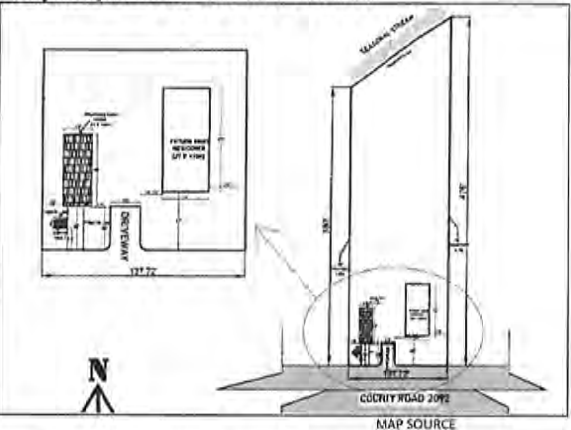
PUBLIC HEARING DATE
January 5, 2020

APPLICANT/PROPERTY OWNER
Adam Marsh & Karissa Burgess

PROPERTY ADDRESS/LOCATION
Luna Lake Village, Lot 30 CR2092
Alpine, AZ A.P.N. 101-28-041

BRIEF SUMMARY OF REQUEST

Applicants wants to build two homes are their 1.36-acre parcel. The guest home will be constructed first and then live in while the main home is being built. The guest home will be approximately 600 sq. ft. and the main home will be approximately 2,100 sq. ft. Once the main home is completed the guest home will be used by in-laws, seasonally or permanently.



EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General Zone	Residential	Agricultural and Residential	Vacant Land	1.36-acres

COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN

The comprehensive plan encourages controlled growth in accordance with applicable zoning ordinances.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

In the Agricultural General Zone, only one residence is allowed per parcel of less than 5-acres; a Conditional Use Permit is required for additional residences. The Commission and BOS must consider the evaluation criteria set out in the Zoning Ordinance Section 1107.

PROPERTY INFORMATION

The property located in Luna Lake Village Lot #30 and is owned by the applicants. Both homes will be at the front of the property and within a 500-year flood zone.

Staff Recommendation – *staff recommends approval with the following conditions*

See, Attached.



APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Adam Marsh and Karissa Burgess

Mailing Address 17818 N 57th Dr.

Glendale, AZ 85308

Contact Person Karissa Burgess

Phone 602-488-2312 Fax None

Email karissa_burgess@msn.com

PROPERTY INFORMATION

Assessor's Parcel # 101-28-041

Township 5N Range 31E Section 18

Subdivision Luna Lake Village

Unit # Lot # 30

Address/Location Lot 30 CR 2092

Alpine, AZ 85920

Existing Zoning Agricultural General

Existing Land Use Vacant Land

Lot Size 1.36 Acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

This request is for permission to build a guest home

on the property.

Temporary Use: Yes X No

SUBMITTAL CHECKLIST

- ☐ Pre-application meeting with a staff planner in the Planning and Zoning Division.
- ☐ Proof of Ownership.
- ☐ Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- ☐ Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.
- ☐ Map to property.
- ☐ A non-refundable filing fee.
- ☐ All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

Karissa Burgess Date 10/9/2020
Adam Marsh 10/9/2020

Signature of Property Owner (if not the applicant)

Date _____

OFFICE USE ONLY

Received By Spearce Date 10/28/20

Receipt # 1076 Fee 300

Permit # 2020-43

Related Cases _____

Appeal Filed By _____ Date _____

Receipt # _____ Fee _____

COMMISSION ACTION

☒ Approved ☒ with Conditions ☐ Denied

Resolution # _____ Date _____

Chairman [Signature] Date 12/3/20

BOARD ACTION

☐ Approved ☐ with Conditions ☐ Denied

Ordinance # _____ Date _____

Supervisor _____ Date _____

5/16/2019



Apache County Community Development

Conditional Use Permit Condition (s)

Name Adam Marsh & Karissa Burgess

Permit # 2020-43

1. Follow Apache County Health Department regulations.
2. Complete construction outside of the flood zone.
3. The start date of the CUP be dated the date the building permit(s) are pulled.
4. The homes will not be used as rentals.
5. Both homes must be joined into the public wastewater.

RECORDING REQUESTED BY
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

ADAM MICHAEL MARSH
17818 N. 67TH DRIVE
GLENDALE, AZ 85308

Recorded Electronically	
ID	<u>2020-006841</u>
County	<u>Apache</u>
Date	<u>09-23-2020</u> Time <u>5:02 PM</u>
BY LAWYERS TITLE OF ARIZONA	

ESCROW NO.: 01943739 - 283 - CT2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Harold A. McCullough, an unmarried man

do/does hereby convey to

Adam Michael Marsh and Karissa Burgess, husband and wife

the following real property situated in Apache County, ARIZONA:

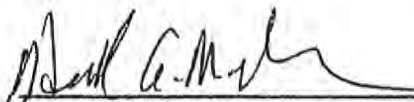
Lot 30, LUNA LAKE VILLAGE, according to Book 1 of Townsite Maps, Page 55, records of Apache County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: September 23, 2020

Grantor(s):



Harold A. McCullough

State of Arizona

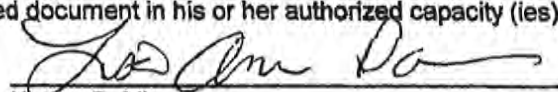
County of Pinal

} ss:

On Sept 24, 2020 before me personally appeared **Harold A. McCullough**, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)





Notary Public
Commission Expires: 2-6-2024

RECORDING REQUESTED BY
Lawyers Title of Arizona, Inc.

AND WHEN RECORDED MAIL TO:

ADAM MICHAEL MARSH
17818 N. 57TH DRIVE
GLENDALE, AZ 85308

2020-006861

Page 1 of 3

OFFICIAL RECORDS OF APACHE COUNTY

EDISON J. WAUNEKA, RECORDER

09-28-2020 05:02 PM Recording Fee \$30.00

ESCROW NO.: 01943739 - 283 - CT2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Harold A. McCullough, an unmarried man

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Adam Michael Marsh and Karissa Burgess, husband and wife

the following real property situated in Apache County, ARIZONA:

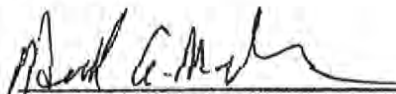
Lot 30, LUNA LAKE VILLAGE, according to Book 1 of Townsite Maps, Page 56, records of Apache County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: September 23, 2020

Grantor(s):

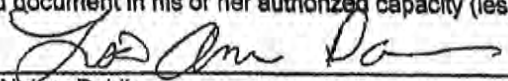

Harold A. McCullough

State of Arizona
County of Pinal } ss:

On Sept 24, 2020, before me personally appeared Harold A. McCullough, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)




Notary Public
Commission Expires: 2-6-2024

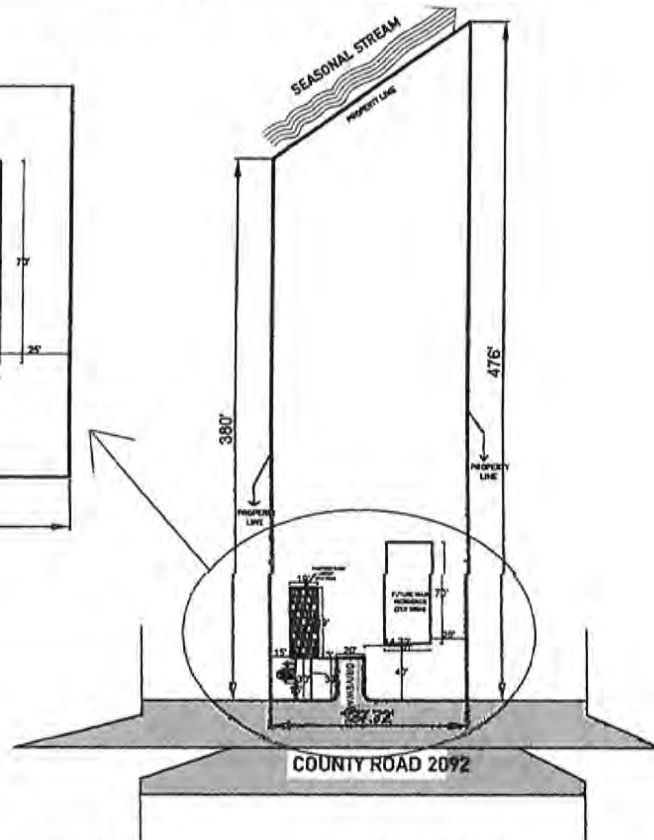
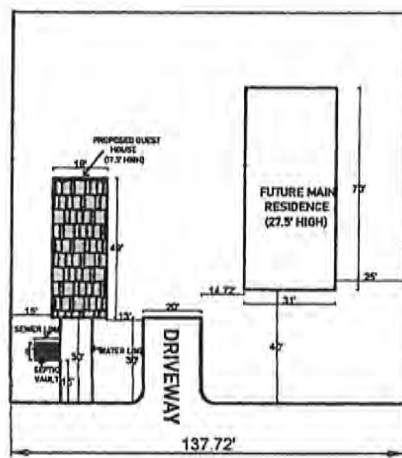
Guest Home Details:

Size: 600 square feet with 1 bedroom and 1.75 baths.

Intent: We (Adam & Karissa, Owners/Applicants) will stay in the home while the main residence is built. After the main residence is finished it's long term use will be for our in-laws to live there at least seasonally, if not full time.

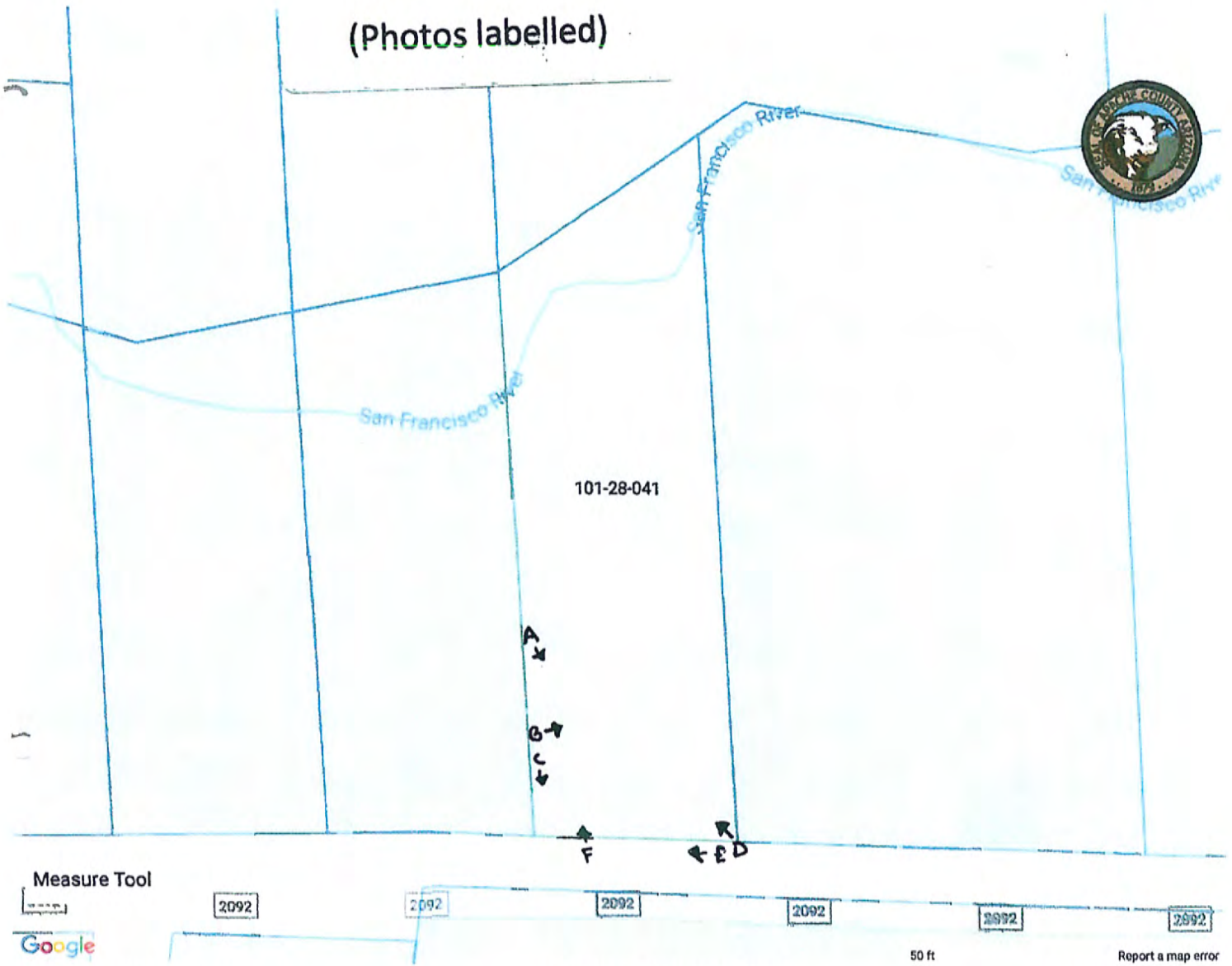
Other: No portion of the guest home or main residence will be built in the flood plain. All other zoning requirements such as setbacks and building differences will be met.

PLOT PLAN FOR PROPERTY UNDER REVIEW, SHOWING THE PROPOSED GUEST HOUSE DEVELOPMENT



SCALE - 1"=20'

Vantage of Photos (Photos labelled)



Copyright © Apache County Arizona

Parcel Number: 101-28-061

33.8325, -109.1074

A



B



C



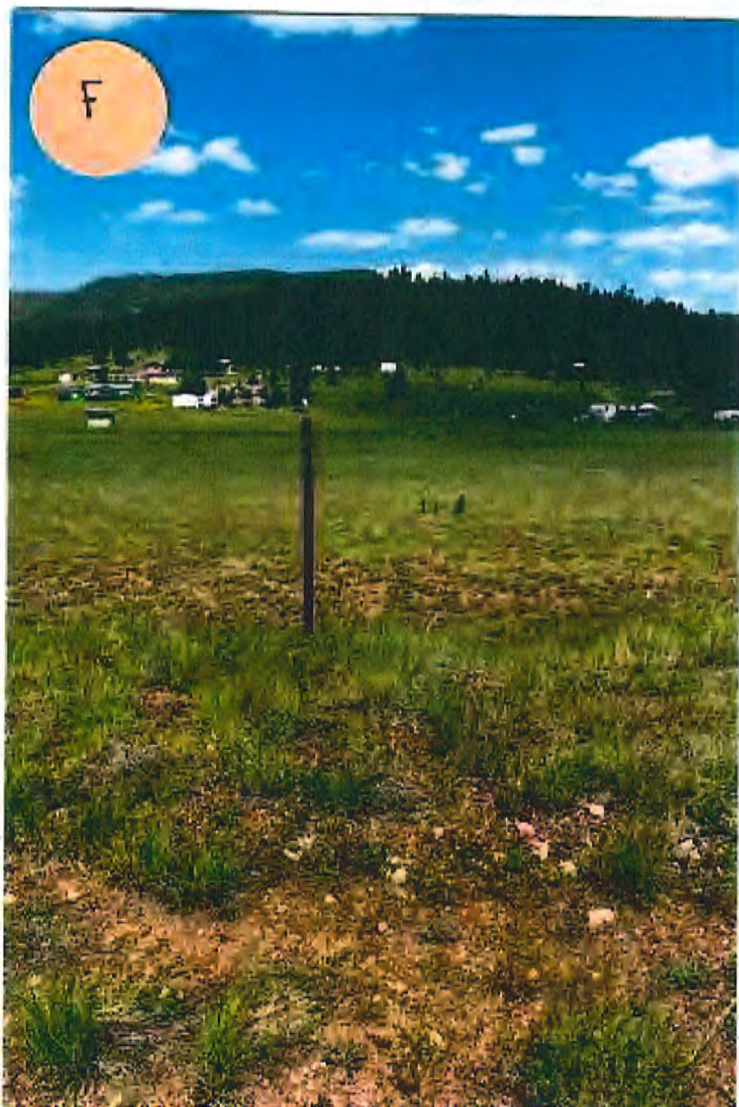
D



E



F



Directions to Lot 30 County Road 2092, Alpine, AZ 85920

Directions: The parcel is located off of Highway 180 in Alpine, Arizona. From Springerville, take Highway 191 South approximately 27 miles to Highway 180 East. Take Highway 180 East approximately 2 miles to County Road 2092. Turn left onto County Road 2092 and continue for approximately 1/3 mile. The parcel will be on the left.

The red dot below is the specific location. In the area of the red dot below on the North side of County Road 2092 is a red house. Lot 30 is the parcel to the West of the red house on the North side of County Road 2092.



Google Maps

St Johns, Arizona 85936 to 30 Co Rd 2092,
Alpine, AZ 85920

Drive 58.3 miles, 1 h 3 min



CITIZEN PARTICIPATION PLAN

- 1. Which residents, property owners, interested parties, and public and private agencies may be affected by the application;**

Response: A list of owners within 300ft is provided. Labels for all unique owners are included in the front pocket of the application binder.

- 2. How those interested in and potentially affected by an application will be notified that an application has been made;**

Response: Parcel owners within at least 300ft were sent a letter notifying the property owner of the conditional permit application. A copy of the letter sent is included in the application binder. The letters were sent on 10/05/20 and notified owners that we, the owners, will be meeting on the property on 10/24/2020 from 12:00pm-2:00pm to answer any questions and to listen to concerns.

- 3. How those interested, and potentially affected parties will be informed of the substance of the zone change, amendment, or development proposed by the application;**

Response: The letter described informed the property owner of the request to build a guest house and notify owners of the meeting at our property to answer any additional questions. We also provided an email address and did receive questions and provide responses through that medium of communication as well.

- 4. How those interested, and potentially affected parties will be provided an opportunity to discuss the applicant's proposal with the applicant and express any concerns, issues, or problems they may have with the proposal in advance of the public hearing;**

Response: As described above, we held a meeting at the property on 10/24/2020 to discuss the proposal and talk through any concerns, issues, or problems.

- 5. The applicant's schedule for completion of the citizen participation plan; and**

Response: The citizen participation plan is complete.

Letters were sent to property owners within 300ft notifying them of neighborhood meeting: 10/05/2020

Neighborhood meeting at property: 10/24/2020 12:00pm-2:00pm

Citizen Participation Report (and completion of citizen participation plan) is included in this application packet.

- 6. How the applicant will keep the Community Development Department informed**

CITIZEN PARTICIPATION PLAN

on the status of citizen participation efforts.

Response: A copy of the citizen participation report is included in this application packet.

CITIZEN PARTICIPATION REPORT

1. **Details of the techniques the applicant used to involve the public, including:**
 - a. **Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;**

Response: A neighborhood meeting was held 10/24/2020 from 12pm-2pm at the lot where the guest house will be located (Lot 30 County Road 2092, Alpine, AZ 89520).

- b. **Content, dates mailed, and numbers of mailings, including letters, meeting notices, newsletters, and other publications;**

Response: As listed in the Citizen Participation Plan, one mailing was sent to property owners notifying them that we were submitting an application for a conditional use permit to add a guest house to the property and that we were holding a neighborhood meeting to address any questions/concerns. Letters were mailed 10/05/2020 to all property owners within 300 feet of the property line with addresses obtained from the County Assessor's office on 9/28/2020. A copy of the letter that was sent is included in this application packet.

- c. **Where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located;**

Response: Letters were sent to all property owners within 300 feet of the property line. The mailing addresses were not all in Alpine, and the exact addresses used are included in the application packet. Five were in Alpine, AZ. Two were in San Tan Valley, AZ. One was in Indio, CA. One was in Bermuda Dunes, CA. One was in Tombstone, AZ. Two were in Tucson, AZ. One was in Albuquerque, NM.

- d. **The number of people who participated in the process; and**

Response: Four of the properties that were sent letters participated in the process. Two owners that were sent letters sent emails with questions and owners from three properties were at the neighborhood meeting (one participant both sent an email and attended the neighborhood meeting).

- e. **The percentage of those notified who participated in the process; and**

Response: There were 13 unique addresses/property owners that letters were sent to. Of those, four participated in the process. $4/13 = 31\%$.

CITIZEN PARTICIPATION REPORT

2. A summary of perceived or real concerns, issues, and problems expressed during the process, including:

a. The substance of the concerns, issues, and problems;

Response: The concern that all property owners that contacted us had was that we might run an AirBnB or other nightly rental business out of the guest house and they were opposed to having additional rentals in the area.

One property owner had a concern for driving an off-road vehicle up and down the shared road.

b. How the applicant has addressed or intends to address perceived or real concerns, issues, and problems expressed during the process; and

Response: We are not planning to use the guest house as a rental. Once we explained that we intended to use it for our in-laws to live in either year round or seasonally, the feedback was positive and all owners expressed that they did not have a concern with allowing a guest house on the property as long as it was not used as a rental business.

To the property owner who expressed concerns regarding off-road vehicles we let them know we did not own any off-road vehicles/ATVs and that if we did in the future we would be considerate to our neighbors in their use and they were satisfied with that response.

c. Perceived or real concerns, issues, and problems the applicant is unwilling or unable to address, including an explanation of such reason

Response: All concerns that were brought to our attention were addressed and resolved.

LETTER SENT TO PROPERTY OWNERS WITHIN 300FT

Dear Property Owner,

You are receiving this letter as you own a parcel near ours (101-28-041) and we are requesting a conditional use permit to build a guest house on the property. In order to provide an opportunity to discuss any concerns related to having a guest house on the property, we will be on the property on Saturday, October 24th from 12pm-2pm. Please see below for directions and a map to the property.

Directions: The parcel is located off of Highway 180 in Alpine, Arizona. The red dot below is the specific location. From Springerville, take Highway 191 South approximately 27 miles to Highway 180 East. Take Highway 180 East approximately 2 miles to County Road 2092. Turn left onto County Road 2092 and the parcel will be on the left.

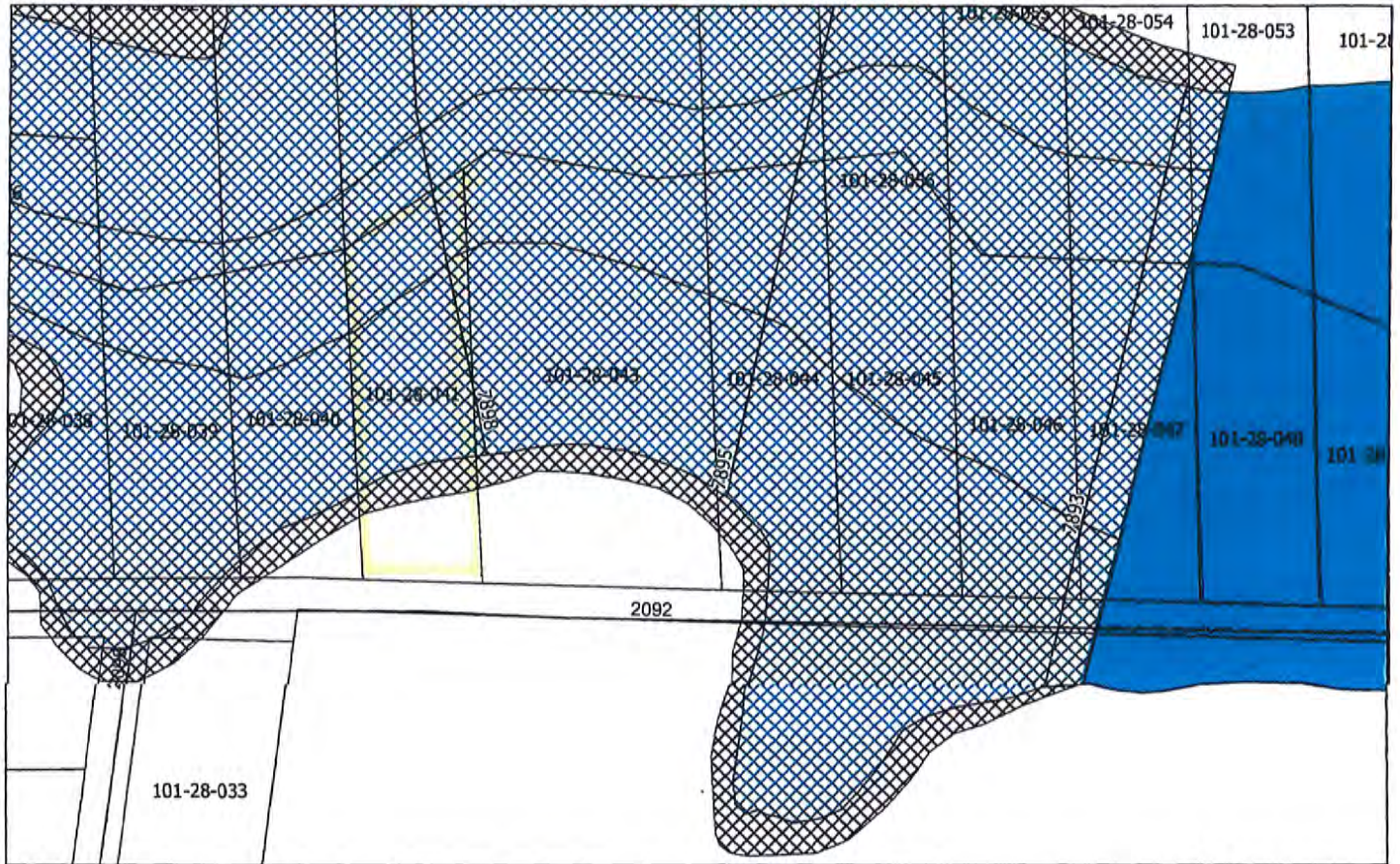


If you have questions and are unable to meet us on October 24th, you may email us at Adam@tinyswamp.com. If possible, please provide feedback promptly so that we can address any concerns before the permit application.

We look forward to meeting you. Thank you for your time and have a pleasant day,

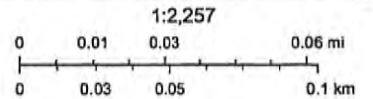
Karissa Burgess and Adam Marsh
Lot 30 County Road 2092, Alpine, AZ 85920

Apache County Map



11/9/2020, 1:59:48 PM

- | | | | |
|--------------|----------------------|----------------------|-------------------|
| County Roads | Supervisor Districts | Base Flood Elevation | AE |
| Parcels | Travis Simshauser | Flood Plain Zones | AE |
| | Apache County | A | X Inside the 0.2% |



WHITE MOUNTAIN PUBLISHING LLC.
P.O . BOX 1570
SHOW LOW AZ 85902
(928)537-5721
Fax (928)537-1780

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 11/16/20 08:13 by ttrou

Acct #: 8831

Ad #: 94331

Status: New WHOLD WHOI

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, December 3, 2020 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration and possible recommendation for approval of a Conditional Use Permit to allow Adam Marsh and Karissa Burgess to build two homes on their 1.38-acre parcel. Property is located in Luna Lake Village, lot #30 in Alpine, AZ. A.P.N. 101-28-041.

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

*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85935, or e-mail planning@co.apache.az.us.

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

Published in the White Mountain Independent: #94331, F, November 20, 2020

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Planning & Zoning

Date/Signature: 12/28/20 Shanna Franco

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

NOTIFICATION - Meeting schedule for the 2021 Planning & Zoning Commission.

Elected Chairman John Freeman, Vice-Chairman Dan Muth

BOS Meeting Date Requested: January 5th, 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

**PLANNING AND ZONING COMMISSION
OF APACHE COUNTY**

P.O. Box 238
St. Johns, Arizona 85936

TELEPHONE: (928) 337-7526
FACSIMILE: (928) 337-7633



**NOTICE OF REGULAR MEETINGS OF THE
APACHE COUNTY PLANNING AND ZONING COMMISSION**

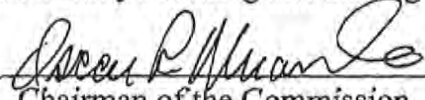
Pursuant to A.R.S. § 38-431.02(F), notice is hereby given to the members of the Apache County Planning & Zoning Commission and to the general public that the Apache County Planning & Zoning Commission will hold regular meetings on the following dates in 2021:

January 7, 2021
February 4, 2021
March 4, 2021
April 1, 2021
May 6, 2021
June 3, 2021
July 1, 2021
August 5, 2021
September 2, 2021
October 7, 2021
November 4, 2021
December 2, 2021

The regular meetings will begin at 1:00 p.m. with a work session beginning beforehand at 12:00 p.m. The public meetings will be held at the Apache County Board of Supervisors Room located at 75 W. Cleveland, St. Johns, AZ 85936.

DATED this 3rd day of December, 2020.

Apache County Planning and Zoning Commission

By: 
Chairman of the Commission

Notice of all regular and special meetings will be posted at least twenty-four (24) hours prior to the meetings at the County Courthouse and the County Annex Building, St. Johns, Arizona and on the county website at co.apache.az.us.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Community Development department at 928-337-7526. Requests should be made as early as possible to arrange the accommodation.

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Planning & Zoning

Date/Signature: 12/28/20 Shanna Power

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

NOTIFICATION - Meeting schedule for the 2021 Board of Adjustment & Appeals

Elected Chairman Dan Muth, Vice-Chairman Michael Bragiel

BOS Meeting Date Requested: January 5, 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

**BOARD OF ADJUSTMENT AND APPEALS
OF APACHE COUNTY**

P.O. Box 238
St. Johns, Arizona 85936

TELEPHONE: (928) 337-7526
FACSIMILE: (928) 337-7633



**NOTICE OF REGULAR MEETINGS OF THE
APACHE COUNTY BOARD OF ADJUSTMENT AND APPEALS**

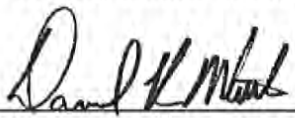
Pursuant to A.R.S. § 38-431.02(F), notice is hereby given to the members of the Apache County Board of Adjustment and Appeals and to the general public that the Apache County Board of Adjustment and Appeals will hold regular meetings on the following dates in 2021:

December 15, 2021

The regular meetings will begin at 11:00 a.m. The public meetings will be held at the Apache County Board of Supervisors Room located at 75 W. Cleveland, St. Johns, AZ 85936.

DATED this 16th day of December, 2021

Apache County Board of Adjustment and Appeals

By: 
Chairman of the Board

Notice of all regular and special meetings will be posted at least twenty-four (24) hours prior to the meetings at the County Courthouse and the County Annex Building, St. Johns, Arizona and on the county website at co.apache.az.us.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Community Development department at 928-337-7526. Requests should be made as early as possible to arrange the accommodation.

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

12/28/20



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

Discussion and possible approval of a Liquor License Application recommendation or Joel Price, Lazy Trout Market, located at 38940 Highway 373, Greer, Arizona.

BOS Meeting Date Requested 1/5/2021

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

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

December 7, 2020

Joel M. Price
Lazy Trout Market
38940 Highway 373
Greer, AZ 85927

Dear Mr. Price:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Tuesday, January 5, 2021 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

You are welcome to be present at this hearing and please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond", is written over a large, stylized, looped flourish.

Beth Bond
Assistant Clerk of the Board



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 12-8-20 Date of Posting Removal: 12-28-20

Applicant's Name: Price Joel M
Last First Middle

Business Address: 38940 Hwy 373 Greer, AZ 85927
Street City Zip

License #: Job 127149 009 Liq Store

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Dale Hansen AIDE (928) 337-7531
Print Name of City/County Official Title Phone Number

Dale Hansen 12-28-20
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

JOB#127149
Apache County
CA

State of Arizona
Department of Liquor Licenses and Control

Created 11/27/2020 @ 10:26:48 AM

Local Governing Body Report

LICENSE

Number:	09010023	Type:	009 LIQUOR STORE
Name:	LAZY TROUT MARKET		
State:	Pending		
Issue Date:		Expiration Date:	05/31/2021
Original Issue Date:	10/10/1978		
Location:	38940 HWY 373 GREER, AZ 85927 USA		
Mailing Address:	38940 HWY 373 GREER, AZ 85927 USA		
Phone:	(928)735-7540		
Alt. Phone:	(520)404-0663		
Email:	JOELPRICE413@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	JOEL MATTHEW PRICE
Gender:	Male
Correspondence Address:	38940 HWY 373 GREER, AZ 85927 USA
Phone:	(520)404-0663
Alt. Phone:	
Email:	JOELPRICE413@GMAIL.COM

OWNER

Name:	LAZY TROUT MARKET LLC		
Contact Name:	JOEL PRICE		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L16708295	State of Incorporation:	AZ
Incorporation Date:	04/05/2011		
Correspondence Address:	38940 HWY 373 GREER, AZ 85927 USA		
Phone:	(520)404-0663		
Alt. Phone:			
Email:	JOELPRICE413@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

ASHLEY REICH PRICE
JOEL MATTHEW PRICE

Member
Member

50.00
50.00

LAZY TROUT MARKET LLC - Member

Name: JOEL MATTHEW PRICE
Gender: Male
Correspondence Address: 38940 HWY 373
GREER, AZ 85927
USA
Phone: (520)404-0663
Alt. Phone:
Email: JOELPRICE413@GMAIL.COM

LAZY TROUT MARKET LLC - Member

Name: ASHLEY REICH PRICE
Gender: Female
Correspondence Address: 38940 HWY 373
GREER, AZ 85927
USA
Phone: (520)909-9133
Alt. Phone:
Email: ASHPRICE2000@GMAIL.COM

APPLICATION INFORMATION

Application Number: 127149
Application Type: Acquisition of Control
Created Date: 11/27/2020

QUESTIONS & ANSWERS

009 Liquor Store

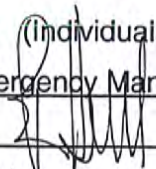
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Department of Emergency Management and Preparedness

Date/Signature:  12/28/2020

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

Emergency Management: Discussion and possible approval of the Emergency Management Reorganization.

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 savings of approximately \$8,370.

BOS Meeting Date Requested: January 5, 2021

PRE-AGENDA ITEM REVIEW

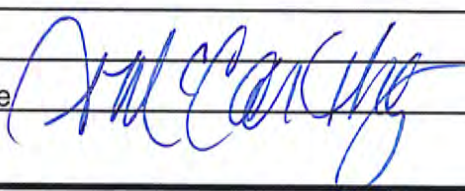
Legal Review: _____

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)

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 salary range for the position of Commander to Range 66 (\$64,713 - \$97,069).

BOS Meeting Date Requested: January 5, 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)

Apache County School Superintendent's Office, for the Apache County School Business Consortium

Date/Signature: December 28th, 2020 Jim Whiting

Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval to create the position of Administrative Coordinator (Range 42). This will not affect the overall budget.

BOS Meeting Date Requested: January 5th, 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)

Apache County School Superintendent's Office

Date/Signature: December 28th, 2020

gas/whiting

Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval to hire an Independent Contractor to provide "Tyler" technology consultation, implement various software programs, and assist in the digital coordination of school financial services. This will not affect the overall budget.

BOS Meeting Date Requested: January 5th, 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

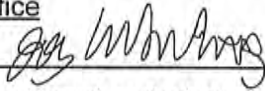
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

Apache County School Superintendent's Office

Date/Signature: December 28th, 2020



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

Discussion and possible approval to reorganize the Apache County School Superintendent's Office pursuant to Arizona law and Apache County Policy, as follows (see included documentation):

ELIMINATE FIVE (5) positions (effective February 2nd, 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 5th, 2021): Projects Director (range 48). This will result in an annual savings of \$56,620.67; and a minimum of \$28,310.33 during the remainder of Fiscal Year 2021 (ending June 30, 2021).

BOS Meeting Date Requested:

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

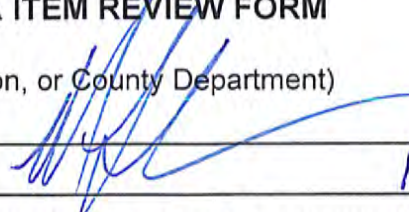
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature:

 12/9/2020

Describe in detail what you want to say to the Board and what action you want the Board to take: Pursuant to A.R.S. §§ 12-121 & 12-144 regarding the appointment of Pro Tempore Superior Court Judges, the Arizona Superior Court in Apache County requests approval from the Apache County Board of Supervisors to appoint Judge Robert Higgins as a part-time, as needed, Superior Court Pro Tempore Judge for Apache County. Due to the restrictions and public safety measures the COVID pandemic has mandated, the number of jury trials continues to grow (over 50 pending now). As soon as it is safe to conduct jury trials in Apache County again, the Superior Court must have the ability to act swiftly to clear the backlog of such pending jury trials, while still carrying out normal court operations throughout the year. There will be a limited time to catch up on all the jury trials once the COVID pandemic is over. Therefore, the addition of a part-time, as needed, Superior Court Pro Tempore Judge for Apache County is needed to address the jury trial backlog and continue to maintain normal court operations. Judge Higgins would only be paid for hours worked, pursuant to the statutory base rate of \$73.00 per hour + travel expenses, and would not be considered an "employee" for purposes of employee benefits.

The appointment shall begin January 1, 2021

BOS Meeting Date Requested 01/05/2021

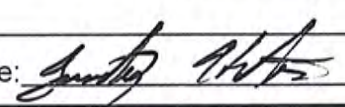
PRE-AGENDA ITEM REVIEW

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

Legal Review:

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 12/28/20

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION
AND POSSIBLE APPROVAL TO AWARD YEARLY BID #202102 FOR THE PURCHASE OF DUST
SUPPRESSION PRODUCTS.

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 ENGINEER

P.O. Box 238
ST. JOHNS, ARIZONA 85936

FERRIN CROSBY, P.E.
County Engineer

Telephone: (520) 337-4364
Facsimile: (520) 337-2062

12/28/20

TO THE BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for BID # 202102 for magnesium chloride and dust suppression supplies.

DESERT MOUNTAIN

	DISTRICT 1	DISTRICT 2	DISTRICT 3
ROAD SAVER	\$160.11/TON	\$166.48	\$172.79
DMC 820	\$176.20/TON	\$173.34	\$191.33
DMC BLEND	\$178.80/TON	\$179.20	\$193.92
ROADLOC RTU	\$225.64/TON	\$225.64	\$245.42
DURABLEND	\$250.95/TON	\$250.95	\$261.20
SURFACE-LOC	\$2,004.75/TOTE	\$2,007.50	\$1,969.40

It is the recommendation of the Engineer's Office to AWARD the bid DESERT MOUNTAIN for the above mentioned items.

THANK YOU,

DALE HAUSER

District 1. Chinle

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: Surface - Loc

MATERIAL DESCRIPTION: High grade co-polymer

CHEMICAL PROPERTIES: See Attached

Total: 275 gallons
BID PRICE / TON (DELIVERED)

\$1894.75

SALES TAX

All out of State vendors add 6.1% tax.

\$115.58

Total
TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$2004.75

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Emily Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 1. Chinle

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: durablend

MATERIAL DESCRIPTION: Mag chloride + organic polymer

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$237.06

SALES TAX

All out of State vendors add 6.1% tax.

\$14.46

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$250.95

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kirtland, NM 87417

VENDOR TELEPHONE: 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 1: Chinle

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: RoadLoc RTU

MATERIAL DESCRIPTION: lignin

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$211.28

SALES TAX

All out of State vendors add 6.1% tax.

\$12.89

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$225.64

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 1: Chinle

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: OMC Blend

MATERIAL DESCRIPTION: magnesium chloride, lignin blend

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$166.98

SALES TAX

All out of State vendors add 6.1% tax.

\$10.19

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$178.80

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kirtland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Emily Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 1: Chinle

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: Dmc 820

MATERIAL DESCRIPTION: blend of mag chloride + lignin

CHEMICAL PROPERTIES: See Attached

BID PRICE / TON (DELIVERED)

\$165.03

SALES TAX

All out of State vendors add 6.1% tax.

\$10.07

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$176.20

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: P.O. Box 1633 Kirtland, NM 87417

VENDOR TELEPHONE: 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 1: Chinle

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: Road Saver

MATERIAL DESCRIPTION: Magnesium chloride

CHEMICAL PROPERTIES: See Attached

BID PRICE / TON (DELIVERED)

\$148.81

SALES TAX

All out of State vendors add 6.1% tax.

\$9.08

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$160.11

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12/21/2020

VENDOR ADDRESS: P.O. Box 1633 Kirkland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Emmery Bessey

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 11: Granado

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: Surface-Loc
MATERIAL DESCRIPTION: High grade co-polymer
CHEMICAL PROPERTIES: See attached

Total = 275 gallons

BID PRICE / ~~TON~~ (DELIVERED)

\$1897.50

SALES TAX

All out of State vendors add 6.1% tax.

\$115.75

TOTAL BID PRICE / ^{total}~~TON~~ (DELIVERED)
AND APPLIED.

\$2,007.50

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kirkland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293726

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 11: Ganado

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: durablend

MATERIAL DESCRIPTION: mag chloride + organic polymer

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$237.06

SALES TAX

All out of State vendors add 6.1% tax.

\$14.46

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$250.95

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 11: Ganado

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: RoadLoc RTU

MATERIAL DESCRIPTION: Lignin

CHEMICAL PROPERTIES: See Attached

BID PRICE / TON (DELIVERED)

\$211.28

SALES TAX

All out of State vendors add 6.1% tax.

\$12.89

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$225.64

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp

DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793

FAX

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 11: Ganado

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: DMC Blend

MATERIAL DESCRIPTION: Mag chlorid-e + lignin blend

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$167.38

SALES TAX

All out of State vendors add 6.1% tax.

\$10.21

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$179.20

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp

DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793

FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 11: Ganado

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: DMC 820

MATERIAL DESCRIPTION: blend of mag chloride + lignin

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$162.05

SALES TAX

All out of State vendors add 6.1% tax.

\$9.89

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$173.34

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp

DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793

FAX

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District 11: Ganado

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: RoadSaver

MATERIAL DESCRIPTION: Magnesium chloride

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$155.32

SALES TAX

All out of State vendors add 6.1% tax.

\$9.47

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$166.48

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District III: St John

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: Surface-Loc
MATERIAL DESCRIPTION: High grade co-polymer
CHEMICAL PROPERTIES: See attached

total = 275 gallons
BID PRICE / TON (DELIVERED) \$1859.00
SALES TAX \$113.40
All out of State vendors add 6.1% tax.
TOTAL BID PRICE / TON (DELIVERED) \$1969.00
AND APPLIED.

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020
VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417
VENDOR TELEPHONE 480-431-0793 FAX _____
AUTHORIZED SIGNATURE Timothy Bessing
FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract? ☒ Yes ☐ No

District III: St John

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: Road Loc RTU

MATERIAL DESCRIPTION: Lignin

CHEMICAL PROPERTIES: See Attached

BID PRICE / TON (DELIVERED)

\$231.06

SALES TAX

All out of State vendors add 6.1% tax.

\$14.09

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$245.42

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp

DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kitland, NM 87417

VENDOR TELEPHONE: 480-431-0793

FAX

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293726

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District III: St Johns

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: DMC Blend

MATERIAL DESCRIPTION: Magnesium chloride + lignin blend

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$182.10

SALES TAX

All out of State vendors add 6.1% tax.

\$11.11

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$193.92

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract? ☒ Yes ☐ No

District III: St John

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: durablend

MATERIAL DESCRIPTION: Magnesium chloride + organic polymer

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$247.43

SALES TAX

All out of State vendors add 6.1% tax.

\$15.09

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$261.20

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District III: St John

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: DMC 820

MATERIAL DESCRIPTION: blend of mag chloride + lignin

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$180.16

SALES TAX

All out of State vendors add 6.1% tax.

\$10.99

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$191.33

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp

DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kitland, NM 87417

VENDOR TELEPHONE 480-431-0793

FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293726

May other governmental agencies purchase against this contract?

☒ Yes

☐ No

District III: St John

Vendor shall include the following bid sheet for each material being bid:

MATERIAL NAME: Road Saver

MATERIAL DESCRIPTION: magnesium chloride

CHEMICAL PROPERTIES: See attached

BID PRICE / TON (DELIVERED)

\$161.79

SALES TAX

All out of State vendors add 6.1% tax.

\$9.87

TOTAL BID PRICE / TON (DELIVERED)
AND APPLIED.

\$172.71

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

APACHE COUNTY RESERVES THE RIGHT TO ADD VENDORS FROM TIME TO TIME
TO THE YEARLY CONTRACT WITH BOARD OF SUPERVISORS APPROVAL.

CONTRACT PERSON: FERRIN CROSBY, COUNTY ENGINEER (928) 337-7528 or DALE HAUSER
ENGINEERING DEPARTMENT (928) 337-7531

VENDOR NAME Desert Mountain Corp DATE 12-21-2020

VENDOR ADDRESS: PO Box 1633 Kittland, NM 87417

VENDOR TELEPHONE 480-431-0793 FAX _____

AUTHORIZED SIGNATURE Timothy Bessing

FEDERAL ID# 83-0293720

May other governmental agencies purchase against this contract? ☒ Yes ☐ No

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

date/time stamp

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

District II

Date/Signature: _____

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

Discussion and possible approval of a 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.

BOS Meeting Date Requested 1/5/2021

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 _____

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

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)P 0656 AP IN APACHE COUNTY DISTRICT 2.

Resolution # 2021-__

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.

Approved this 5th day of January, 2021.

Attest:

Alton Joe Shepherd, Chairman of the Board

Ryan Patterson, Clerk of the Board

C-420

ORDER OF MAGNITUDE COST ESTIMATE

November 25, 2019

Roadway Buildup & Drainage Improvements: County Standards

<u>item #</u>	<u>item</u>	<u>quantity</u>	<u>unit</u>	<u>unit cost</u>	<u>amount</u>
1	Mobilization	<u>1</u>	LS	\$ 25,000	\$ 26,250
2	Roadway Survey	1	LS	\$ 10,000	\$ 10,500
3	Construction Staking	1	LS	\$ 2,500	\$ 2,625
4	Subgrade Material	5,000	ton	\$ 18.00	\$ 94,500
5	Subgrade Material Placement	5,055	LF	\$ 4.50	\$ 23,885
	Concrete Sidewalk Material	980	CY	\$ 150.00	\$ 154,350
6	Concrete Sidewalk Placement	5,615	SY	\$ 12.00	\$ 70,749
	Concrete Rolled Curb Material	400	CY	\$ 150.00	\$ 63,000
7	Concrete Rolled Curb Placement	2,060	SY	\$ 12.00	\$ 25,956
8	AC Material & Placement	2,298	TON	\$150.00	\$ 361,935
9	Chip Seal Material (3/8" Chips)	185	Ton	\$18.00	\$ 3,497
	Chip Seal Oil	13	Ton	\$400.00	\$ 5,460
	Chip Seal Placement	185	Ton	\$95.00	\$ 18,454
Subtotal =					\$ 861,160
15% Contingency =					\$ 129,174
TOTAL =					\$ 990,334

Placement of 4 -inch AC material on 6-inch subgrade along C-420 for approximately 5055-linear feet (approx 0.95 miles). Also place rolled curb, sidewalks and surface chip seal of 3/8-inch chips. Transportation cost is not included in Engineer's cost estimate, nor does estimate include water source fees or application costs.

OPTIONAL: On-site survey staking as needed for property and roadway boundry identification for limestone placement along the horizontal and verticle plane as well as spot locations for under-roadway culvert flow line elevations.

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

date/time stamp

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

District III

Date/Signature: 12/31/20

//

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

Discussion and possible approval of contract #122-21 between Department of Housing and Apache County to accept the Community Development Block Grant (CDBG) award in the amount of \$175,644.

//BOS Meeting Date Requested January 5, 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 _____

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. 122-21
TERMINATION DATE December 31, 2021

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
APACHE COUNTY
FOR
MELLON COMMUNITY CENTER REHABILITATION**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- ☒ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
- ☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
- ☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
- ☐ A.R.S. § 41-3957 (State Housing Program Fund) ("HPF").
- ☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
- ☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
- ☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("NHTF").
- ☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
- ☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
and

APACHE COUNTY
(Entity)

An Arizona County ("Recipient") DUNS #082897786, located at

P.O. Box 428

Street

Saint Johns, Arizona 85936-0428

City State Zip

In consideration of the mutual representations and obligations hereunder,
ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$175,644.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☒ **CDBG, CFDA # 14.228**
Federal Fiscal Year 2020
\$175,644.00

☐ **HOME, CFDA # 14.239**
Federal Fiscal Year ____
\$ ____

☐ **HTF**
State Fiscal Year ____
\$ ____

☐ **HPF**
State Fiscal Year ____
\$ ____

☐ **HOPWA, CFDA # 14.241**
Federal Fiscal Year ____
\$ ____

☐ **COC, CFDA # 14.267**
Federal Fiscal Year ____
\$ ____

- ☐ NHTF, CFDA # 14.275
Federal Fiscal Year _____
\$ _____
- ☐ DOE WAP, CFDA # 81.042
Federal Fiscal Year _____
\$ _____
- ☐ LIHEAP WAP, CFDA # 93.568
Federal Fiscal Year _____
\$ _____
- ☐ SWG WAP
State Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until December 31, 2021 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as

Attachment G, Authorizing Resolution(s) and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- ☒ CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- ☐ HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- ☐ HTF funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- ☐ HPF funds require adherence to the *Special Needs Housing Manual* as revised.
- ☐ COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- ☐ HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- ☐ NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, *Housing Trust Fund Interim Rule*; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- ☐ DOE WAP funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- ☐ LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and*

Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.

- ☐ **SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan); (2) Health and Safety Plan (HSD Plan); (3) the Arizona Weatherization Policies and Procedures Handbook; (4) Arizona Weatherization Assistance Program Field Guide; (5) Standard Work Specifications; and (6) WAP Memorandum 15-10 Quality Management Plan.*

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- ☐ **HOME, NHTF, HTF funded rental development projects ("Rental Projects") or HPF funded rapid rehousing projects:** Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- ☒ **HOME, HTF and CDBG non-rental projects ("HOME, HTF and CDBG Non-Rental Projects").** Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- ☐ **COC funded assistance for persons who are homeless ("Homeless Projects").** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.
- ☐ **HOPWA funded rental assistance and services ("HOPWA Projects").** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- ☐ **DOE WAP, LIHEAP WAP and SWG WAP funded projects ("Weatherization Projects").** Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout

requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- ☐ **Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☒ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- ☐ **Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☐ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- ☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-

(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided

hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the *ADOH Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

“Funds Recouped by Recipient” means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- ☒ **CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.
- ☐ **WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

APACHE COUNTY
Entity
MALENA BAZURTO-HANNAH
Attention (if applicable)
P.O. BOX 428
Mailing Address
SAINT JOHNS, ARIZONA 85936-0428
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. A.R.S. § 35-393.01.

Recipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

**THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING**

**APACHE COUNTY
RECIPIENT**

BY: _____

Carol L. Ditmore

BY: _____

Alton Joe Shepherd

TITLE: Director

TITLE: Chairman, Board of Supervisors

DATE: _____

DATE: _____

Attachment A SCOPE OF WORK

Apache County – Mellon Community Center

Activity #1 - Administration

\$16,800 CDBG

To carry out all required actions to administer activities funded from the FY 2020 NACOG Regional Account for Apache County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Mellon Community Center Rehabilitation

\$158,844 CDBG

To use CDBG funds to construct improvements to the Concho CAN Mellon Community Center in Concho AZ. Improvements will consist of rehabilitating the 3,800sq' modular building to meet current building, electrical and ADA codes. Possible improvements include a new roof, electrical upgrades, new drywall and paint, remodel restroom, new casework and tables and paving the parking lot.

This activity will meet the Low to Moderate Income National Objective (LMA) and will benefit approximately 240 people of whom 145 (or 60%) are low-to-moderate income.

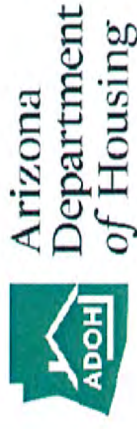
HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMI included) with improved access

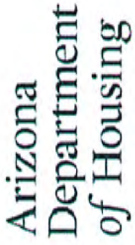
Data Collection Methodology: Document the number of residents living in the service area who have improved access to road/sidewalk improvements.



CDBG

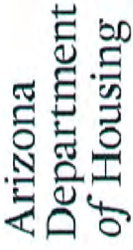
ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION					Page 1 of 1
Recipient	Apache County			Date	
Contract No	122-21	Contract Period: from: November 2020 to December 31, 2021		Revision	
Activity	Mellon Community Center				Month
Recipient Address	P.O. Box 428				City
Contact Person	Malena Bazurto				Zip Code
Phone	928-551-1769				County
Program Specialist	Devon Mingey	Email	mbazurto@co.apache.az.us		Saint Johns
		Email	devon.mingey@azhousing.gov		85936-0428
Indicate adherence to contract or schedule changes. Due by the 15th of each month.					
Contract Schedule		Contract Date	Complete Yes/No	Modification Date	
Environmental Review Completed		1/1/2021	Yes	12/22/2020	
Execute ADOH Contract		1/1/2021			
Engineering and Design		2/1/2021			
Finalize Documents & Prepare Bid Package		3/15/2021			
Bid Opening		4/15/2021			
Award Contract		5/1/2021			
Construction begins		5/15/2021			
Construction Complete		10/15/2021			
Final Inspections		11/15/2021			
Project Complete - Contract Expires		12/31/2021			
Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP)					
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.					
Last RFP submitted on:					
Recipient Authorized Signature		Date	Title		



Attachment C

Budget							
Recipient	Apache County					Date	
Contract No./File No.	122-21		Contract Period: from: November 2020 to December 31, 2021			Revision No.	
Activity	Mellon Community Center						
Recipient Address	P.O. Box 428						
Contact Person	Malena Bazaruto						
Phone	928-551-1769						
Program Specialist	Devon Mingey						
Email	Email mbazurto@co.apache.az.us						
	Email devon.mingey@azhousing.gov						
a	b	c	d	e	f	g	
Budget Line Item or Activity No.	CDBG FY2020	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year	
Activity 1 -- Admin	\$16,800.00						
Activity 2 -- Community Center Improvements	\$158,844.00						
Total							
	\$175,644.00						



Attachment D

1000

	Apache County						Date
Contract No	122-21 Contract Period: from: November 2020 to December 31, 2021						Pay Req. No
Activity	Mellon Community Center						Direct Wire Dep
Recipient Address	P.O. Box 428						Yes
Contact Person	Malena Bazurto						No
Phone	928-551-1769						City Saint Johns
Email	mbazurto@co.apache.az.us						ZIP 85936-0428
Program Specialist	Devon Mingey						Fax
Email	devon.mingey@azhousing.gov						County Apache
Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.							
a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG FY2020	CDBG FY2020	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration		\$16,800.00			\$ 16,800.00		\$ 16,800.00
Act. 2 Project Specific			\$158,844.00		\$ 158,844.00		\$ 158,844.00
					\$ -		\$ -
					\$ -		\$ -
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Total		\$ 16,800.00	\$ 158,844.00	\$ -	\$ 175,644.00	\$ -	\$ 175,644.00
Recipient Authorized Signature			Date		Title		
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.							
Performance Reports			Current ☐ Not Current ☐		For ADOH Use Only		
ADOH Program Specialist Approval			Date		ADOH Program Administrator Approval Date		

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

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)P 0656 AP IN APACHE COUNTY DISTRICT 2.

Resolution # 2021-__

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.

Approved this 5th day of January, 2021.

Attest:

Alton Joe Shepherd, Chairman of the Board

Ryan Patterson, Clerk of the Board

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

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

Michael B. Whiting, Apache County Attorney

Date/Signature: 12/18/2020 

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

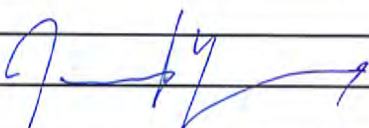
Discussion and possible approval of a Memorandum of Understanding (MOU) with Summit Healthcare Association and the Navajo County Family Advocacy Center, relating to investigations and examinations for victims of physical abuse, sexual abuse, domestic violence, and vulnerable persons (adults and children).

BOS Meeting Date Requested 01/05/2021

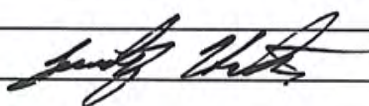
Legal Review: _____

PRE-AGENDA ITEM

Summit Healthcare
will be paid through
General Fund or
Diversion Fund (334)

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

**MEMORANDUM OF UNDERSTANDING
MADE BETWEEN APACHE COUNTY ATTORNEY'S OFFICE, NAVAJO
COUNTY FAMILY ADVOCACY CENTER, AND SUMMIT HEALTHCARE
ASSOCIATION**

Date:

Parties: SUMMIT HEALTHCARE ASSOCIATION
2200 E. Show Low Lake Road
Show Low, Arizona 85901
(Summit Healthcare)

NORTHEAST ARIZONA FAMILY RESOURCE CENTER
902 E. Deuce of Clubs
Show Low, Arizona 85901
(Navajo County FAC)

APACHE COUNTY ATTORNEY OFFICE
245 W. 1st S.
St. Johns, AZ 85936

INTENT:

To conduct investigations and examinations for victims of physical abuse, sexual abuse, domestic violence, and vulnerable persons (adults and children).

PROVISIONS:

APACHE COUNTY FAC RESPONSIBILITIES:

1. Provide examination room(s) in the Navajo County Family Advocacy Center (FAC) for use by Summit Healthcare staff to perform examination for victims of abuse.
2. Pursue accreditation as an advocacy center.

APACHE COUNTY ATTORNEY OFFICE RESPONSIBILITIES:

1. Reimburse Summit Healthcare \$500 per exam conducted by Summit Healthcare medical staff.

SUMMIT HEALTHCARE RESPONSIBILITIES:

1. Staff to conduct physical examinations on those persons that present to the Navajo County FAC with complaints of abuse, dependent upon availability of staff.
2. Develop protocols for conducting physical examinations of victims of abuse who present to the Navajo County FAC.
3. Provide ongoing training for the staff members conducting examinations including pediatric forensic exam training for nurses in accordance with the standards outlined by the accrediting body.
4. Provide insurance for the equipment obtained for the examination room(s) at the Navajo County FAC for medical evaluations.

TERM AND TERMINATION:

This Agreement shall become effective upon approval and execution by the Parties for a period of five (5) years. Upon mutual agreement between the parties, this agreement may be renewed up to five (5) additional five-year terms.

Any party may notify the other in writing of its intention to terminate this agreement ninety days prior to its expiration. Any party may request in writing revision or amendment of this MOU. Special reviews, negotiations, terminations or amendments may be initiated at any time upon written request by any of the participants. Any amendment or revision must be in writing and signed and agreed to by all parties.

NON-AVAILABILITY OF FUNDS:

Every payment obligation of this MOU is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this MOU, this MOU may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and any party shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

AUDIT OF RECORDS:

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

CONFLICT OF INTEREST:

The requirements of A.R.S. § 38-511 apply to this MOU. Any party may cancel this MOU, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of any party is, at any time while this MOU or any extension is in effect, an employee or agent of the other party with respect to the subject matter of this MOU.

NON-DISCRIMINATION:

All parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Any party shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

INDEMNIFICATION:

Each Party (as "Indemnitor") agrees to the extent allowed by law, indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees)

(hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person 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.

ARBITRATION:

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

Remainder of page intentionally left blank.

Summit Healthcare Association

Navajo County Attorney Family
Advocacy Center

By:
Its:
Date:

By:
Its:
Date:

Apache County

By:
Its:
Date:

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

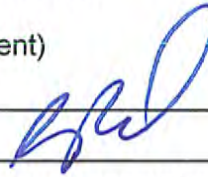
date/time stamp

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

County Manager

Date/Signature:

12/28/20



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 1/5/2021

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