



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Vice Chairman, District II

Nelson Davis
Supervisor, District III

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

October 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
October 5, 2021**

1. Discussion and possible approval of the agreement between the Apache County Public Health District (ACPHD), the Arizona Local Government Employee Health Benefit Trust (AZLGEBT) and the Rural Arizona Group Health Trust (RAGHT) replacing Section II (1)(A) and Exhibit A, to provide Flu & Pneumonia vaccination services.
2. Discussion and possible approval to eliminate the following positions: Six (6) Health Educator I positions (Range 24), two (2) Administrative Assistant I positions (Range 26), one (1) Program Coordinator I position (Range 29) and 1 Program Coordinator II position (Range 34); and create the following positions and fill within the range: two (2) Program Coordinator III positions (Range 38), one (1) Environmental Health Specialist (Range 38), and one (1) Administrative Coordinator position (Range 42). The requested changes will result in a savings of approximately \$33,000 annually.

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

1. Discussion and possible approval to accept a donation of new 254 books at our Sanders Library Branch from the Navajo Nation Library. Value of donation equals \$3,031.

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

1. Discussion and possible approval of the updated contract with the Tohono O'Odham Nation for housing inmates in the Apache County Jail.

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

1. Community Development: Following a public hearing, discussion, and possible approval of amending Apache County Ordinance Article 4, creating Section 436 Utility Renewable Energy Systems Ordinance for the purpose of establishing requirements for the development of utility-scale renewable energy production facilities. The Planning & Zoning Commission unanimously recommended approval at the September 2, 2021 meeting.
2. Community Development: Discussion and possible approval to accept a Memorandum of Agreement between members of Brownfields Assessment Coalition regarding EPA Cooperative No. BE-98T22501 awarded by the EPA on May 11, 2021. The grant period is October 1, 2021 to September 20, 2024, in the amount of \$600,000.

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 September 7, 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 September 7, 2021.
- *C. Request approval of a resolution in support of the Northern Arizona Council of Governments (NACOG) Comprehensive Economic Development Strategy.

Treasurer's Office:

- *D. Notification the Treasurer's Office will post County monthly financial reports on the County website pursuant to A.R.S. 11-501.
- *E. Request approval of a "Certificate of Removal and Abatement of Taxes" pursuant to A.R.S. 42-18351(1). Total taxes, penalties, and interest to be abated in the amount of \$5,439.16 for property account number R0031813, R0110239, R0110241, R0110240, R0110242, and R0050390.

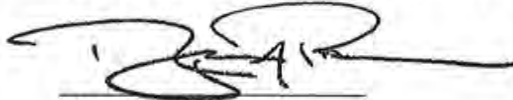
Human Resources:

- *F. Request approval to appoint Morgan Brown as a Hearing Officer for employee appeals at an hourly rate of \$100.
4. Engineering Department: Discussion and possible approval to update the culvert bid due to a price increase.
5. County Manager: Discussion and possible approval of a resolution to act as the fiscal agent for the Vernon Fire District upon award of a grant through the Pascua Yaqui Tribe.
6. Sheriff's Office: Discussion and possible approval to agree to a Letter of Agency with Arizona Department of Administration (ADOA) and Comtech SST to allow Comtech SST access to Apache County 9-1-1 services and to act on the County's behalf for the purpose of providing NG9-1-1 services.
7. Sheriff's Office: Discussion and possible approval of a contract with Advance Correctional Care in accordance with Bid #B21-04-001 for Provision of Health Care Services.

8. Superior Court: Discussion and possible approval for the FY22 Fill the Gap Grant Application in the amount of \$29,615.00. These funds are generated from court fines and fees and set aside for necessary court operations within Apache County. This will not affect the overall budget.
9. Treasurer's Office: Recognition of the Apache County Teacher of the Year.
10. 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 30th day of September, 2021 @ 1:00 p.m. by 



Ryan N. Patterson
Clerk of the Board

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

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

Stephanie McCarthy, Interim Health Director, ACPHSD

Date/Signature: 09/15/2021

Stephanie McCarthy

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 agreement between ACPHD and Arizona Local Government Employee Benefits Trust (AZLGEBT) and the Rural Arizona Health Group Trust (RAGHT) replacing Section II(1)(A) and Exhibit A.

BOS Meeting Date Requested 10/05/2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Ch. R. H.

Check if item does not require review

Finance Review: _____

Signature _____

Janet White

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

x

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust Wellness Program Services Agreement

This Agreement for Flu and Pneumonia Vaccination Services is hereby made and entered into this 1st day of October 2021 by and between the Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust (hereafter "AZLGEBT/RAGHT"), on the one hand, and Apache County Health Department, on the other hand, (the "Agreement"). This Agreement supersedes and replaces all previous Agreements between these Parties to provide these same or similar services.

I. Recitals

WHEREAS AZLGEBT/RAGHT desire to engage Apache County Health Department to provide Flu and Pneumonia Vaccination Services for beneficiaries of AZLGEBT/RAGHT; and

WHEREAS Apache County Health Department has the knowledge, staff, requisite licenses and equipment necessary to provide such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreements and in exchange for the consideration contained herein, the parties hereby agree as follows:

II. Agreement

1. Services.

- A. Apache County Health Department shall provide, and/or cause to be provided, the following services for AZLGEBT/RAGHT beneficiaries using the following billing codes:

Procedure	Procedure Code	Reimbursement Rate
i. Adult flu vaccine (under 65)	90686	\$41.54
ii. Flu vaccine (over 65)	90653	\$77.05
iii. Pneumonia PCV13	90670	\$227.00
iv. Pneumonia PPV23	90732	\$132.14

- B. Apache County Health Department will conduct the services provided for in this Agreement on the dates, times and locations included in the "AZLGEBT/RAGHT Vaccination Schedule" as set forth on Exhibit "A," which is attached hereto and incorporated herein by reference. For all subsequent years under this Agreement, AZLGEBT/RAGHT and Apache County Health Department agree to develop an updated Schedule for that year and such new Schedule will replace Exhibit "A" for that year.
- C. Apache County Health Department will provide staffing at each of the locations listed in Exhibit "A," and shall be at Apache County Health Department's discretion, but shall include not less than the following:
- i. One (1) Arizona Registered Nurse in good standing.
- D. Apache County Health Department shall obtain, from each Beneficiary electing to participate in the services provided, a fully signed and unmodified copy of the annual "AZLGEBT/RAGHT Vaccination Consent and Release" Form attached as Exhibit "B," and incorporated herein by

reference, **BEFORE** such Beneficiary may participate in any services provided under this Agreement. Apache County Health Department may provide AZLGEBT/RAGHT with a new Consent and Release Form to be used for subsequent years under this Agreement for review unless they elect to use the same form as attached. Any new Consent and Release Form will replace Exhibit "B" for that particular year of this Agreement and will contain the required terms to be enforceable under Arizona law.

- i. Participants who decline to complete and sign the required portions of the Consent and Release Form shall not be allowed to participate in the services and AZLGEBT/RAGHT shall not be responsible for payment for the Service.
- ii. Participants who cross out, add to, or in any other way modify the Consent and Release Form shall not be allowed to participate in the services and AZLGEBT/RAGHT shall not be responsible for payment for the Service.
- iii. Originals of Exhibit "B" shall be compiled and sent in a HIPAA compliant manner no later than fifteen (15) days after all services listed in Exhibit "A" are complete, to:

Gallagher Benefit Services, Inc.

Missy Jenson: Missy_Jenson@ajg.com

- E. Apache County Health Department will provide Gallagher Benefit Services, Inc. ("Gallagher") with a listing of all participants from each vaccination location listed in Exhibit "A" in a HIPAA compliant manner no later than fifteen (15) days following each service date to:

Gallagher Benefit Services, Inc.

Missy Jenson: Missy_Jenson@ajg.com

- F. This Agreement shall not be effective until Apache County Health Department and AZLGEBT/RAGHT have both executed the Business Associate Agreement attached hereto as Exhibit "C."
- G. Apache County Health Department shall not be liable hereunder for any failure of its performance due to causes beyond its reasonable control, including, without limitation, acts of God, fire, third-party criminal acts, explosion, cable cut, weather conditions, terrorism, national emergency, war, a pandemic, strike, lockouts, mechanical, electrical, communication, third-party supplier failure, or other similar catastrophe; or due to any law, order, or regulation of the United States government or of any governmental, judiciary, regulatory, civil or military authority having jurisdiction over the Parties. AZLGEBT/RAGHT shall not be liable hereunder for cancellation of services due to any of the causes immediately set forth above in this Section II(1)(G). AZLGEBT/RAGHT will not be responsible for payment for any services hereunder not fully performed by Apache County Health Department due to any of the reasons set forth immediately above in this Section II(1)(G).

2. **Billing Procedures.**

- A. Billings for the services provided under Section II(1)(A) of this Agreement shall be completed by Apache County Health Department submitting an accurate invoice spreadsheet for ALL Beneficiaries. Apache County Health Department will send the completed invoice spreadsheet in a HIPAA compliant manner no later than fifteen (15) days following the services to:

Gallagher Benefit Services, Inc.

Missy Jenson: Missy_Jenson@ajg.com

- B. AZLGEBT/RAGHT is not responsible for reimbursement or costs for any services administered on persons who are not insured/beneficiaries of AZLGEBT/RAGHT. Apache County Health Department will be responsible for billing and collecting any balance due directly from the uninsured participants.
3. Term. This Agreement shall become effective on October 1, 2021 and shall remain in effect through and including September 30, 2022 (the "Term"). Further, this Agreement shall renew automatically for up to four (4) additional one (1) year periods unless either (i) Apache County Health Department provides AZLGEBT/RAGHT written notice of its intent not to renew within sixty (60) days of the end of the current Term, or (ii) AZLGEBT/RAGHT provides Apache County Health Department notice of its intent not to renew within sixty (60) days of the end of the current term. If renewed, the parties agree to compose an Amendment with a new Schedule "A" and any other schedules that will be required for that year's services.
4. Cancellation. Any scheduled date may be cancelled by either party giving written notice to the other party thirty (30) days prior to the first scheduled screening date or upon such lesser notice as may be agreed to by the parties. Should the confirmed date(s) be cancelled by Apache County Health Department less than thirty (30) days prior to the scheduled screening date(s), or if Apache County Health Department fails to appear on the scheduled screening date(s), Apache County Health Department will be responsible for a "Cancellation or Failure to Show Fee" of \$250 or the actual costs and staff time (at a reasonable hourly rate) of AZLGEBT/RAGHT and its Wellness Coordinator incurred to advertise, promote, and schedule the cancelled visit(s), whichever is greater. Apache County Health Department will send payment of the Cancellation or Failure to Show Fee upon receipt of an invoice from AZLGEBT/RAGHT. This does not apply to extenuating circumstances as described in Section II(1)(G) above; should these circumstances apply, Apache County Health Department and AZLGEBT/RAGHT mutually agree to reschedule the cancelled services, if possible.
5. Notices. Any and all notices or other communications required or permitted hereunder or by law to be served on or given to a party hereto by the other party shall be in writing and shall be deemed to have been duly given if delivered or mailed, by first class mail, postage prepaid, to such party at such party's address as set forth below:

AZLGEBT/RAGHT

c/o Gallagher Benefit Services, Inc.
Attn: Missy Jenson
1905 West Washington Street, Suite 201
Phoenix, AZ 85009

Apache County Health Department

Attn: Kimberly Cole, Assistant Public Health Director
P.O. Box 697
St. Johns, AZ 85936

6. Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement includes all addendums and exhibits thereto including any of those amended throughout the operative term of this Agreement. To the extent there is a conflict between any of the terms of the Business Associate Agreement Addendum and this Agreement, the provisions of the Business Associate Agreement Addendum will be controlling.

8. Partial Invalidity; Severability. If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time during the term of this Agreement, or to any extent, be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, condition or provision to persons or circumstances other than those to which this Agreement is found to be invalid or unenforceable shall not be affected thereby, and each remaining term, condition and provision shall remain valid and enforceable to the fullest extent provided by law.
9. Successors and Assigns. Subject to the provision regarding change in ownership or control and assignment, this Agreement shall be binding to the heirs, successors, and assigns of the respective parties.
10. Attorney's Fees. In the event any litigation is commenced between the parties hereto with respect to this Agreement, and in addition to such other relief as may be granted, the prevailing party shall be entitled to recover actual court costs and reasonable attorney's fees.
11. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Agreement or require performance by the opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.
12. Applicable Law. This Agreement shall be governed by the laws of the State of Arizona.
13. Choice of Forum. Any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Maricopa, but only after exhausting all possible administrative remedies. The parties both agree that as a condition precedent to either's ability to file suit, unless the nature of the dispute is such that immediate suit is necessary to obtain injunctive or other immediate relief, or if the parties agree in writing that mediation should be waived, to formally mediate any disputes through the American Arbitration Association's mediation procedures.
14. Authority of Signatory. Each individual executing this Agreement on behalf of their respective parties represents and warrants that he/she is duly authorized to do so and the other party is not obligated and has no duty to verify such authority.
15. Indemnification. Apache County Health Department shall indemnify, defend and hold harmless AZLGEBT/RAGHT from any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorney's fees and costs) arising out of, incident to, or otherwise related to the performance of any of the duties or responsibilities of the parties pursuant to this Agreement by the indemnifying party, any of its employees, agents, contractors, or subcontractors. Notwithstanding the foregoing, Apache County Health Department shall not be personally liable to AZLGEBT/RAGHT hereunder for any claim which is covered by insurance, except to the extent that the liability exceeds the amount of the actual insurance recovery related to such claim.
16. Insurance. Without limiting any of the Apache County Health Departments' liability or other obligations, the Apache County Health Department shall provide and maintain the minimum insurance coverage listed below until obligations under this Agreement are satisfied. At a minimum, the professional liability insurance shall be kept in force at least two (2) years after final payment to Apache County Health Department.

- A. Workers' Compensation insurance as statutorily required by applicable federal and/or state law;
 - B. Comprehensive General Liability insurance naming AZLGEBT/RAGHT as an additional insured and with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence. The policy shall include coverage for bodily injury, death, property damage, and personal injury;
 - C. Commercial/Business Automobile Liability insurance naming AZLGEBT/RAGHT as an additional insured and with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to any owned, hired, and non-owned vehicles and equipment assigned to or used in the performance of Apache County Health Departments' work or services; and
 - D. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Apache County Health Department or any person employed by Apache County Health Department, with an unimpaired limit of not less than One Million Dollars (\$1,000,000) for each claim or occurrence and in the aggregate.
 - E. Apache County Health Department shall maintain insurance for network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of Confidential Information, privacy perils, and including coverage for related regulatory defense and penalties. The foregoing coverage will include coverage for data breach expenses payable whether incurred by AZLGEBT/RAGHT or the Apache County Health Department, including, but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations, and crisis management firm fees, credit or identity monitoring, or remediation services.
17. Claims/Limitation of Action. No action shall be maintained by any party to this Agreement against the other party on any claim based upon or arising out of the Agreement or out of anything done in connection with the Agreement unless such action shall be commenced within one (1) year of the date the action is known or should have been known by the party bringing the action.
18. Further Assurances. Apache County Health Department and AZLGEBT/RAGHT will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement and for the better assuring and confirming benefits provided herein.
19. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement.
20. Third Party Beneficiaries. This Agreement shall inure solely to the benefit of AZLGEBT/RAGHT and Apache County Health Department and shall create no rights in any other person or entity. The Parties acknowledge this Agreement is entered in to by both AZLGEBT and RAGHT for efficiency and due to the sharing of locations for the services provided hereunder. The Parties further acknowledge, however, that to the extent a particular nonperformance or issues concern only AZLGEBT or only RAGHT, that only that entity will be liable or responsible to the Apache County Health Department or, likewise, Apache County Health Department would only be liable to the specific Trust on that issue.
21. Independent Contractor. Apache County Health Department acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this agreement; that it as well as any persons or agents it may employ are not employees of AZLGEBT/RAGHT; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

22. Voluntary Agreement: Legal Advice. Each party warrants that it has read and understands this Agreement and knowingly, willingly, and voluntarily entered into and agreed to all terms contained herein. Each party further acknowledges that, prior to signing this Agreement, such party has consulted with and been advised by legal counsel concerning the terms of this Agreement and the legal consequences of entering into this Agreement, or has voluntarily elected not to do so.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the day and year first above written.

AZLGEBT:

By: _____

Ryan Patterson, Chairperson
Name, Title

1115 Stockton Hill Rd. Suite 101
Address

Kingman, AZ 85042
City, State

(928)753-4700
Telephone Number

Date: _____

Apache County Health Department

By: _____

Name, Title

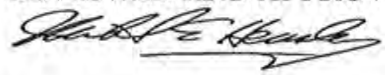
Address

City, State

Telephone Number

Date: _____

REVIEWED AND APPROVED AS TO FORM:



Michael E. Hensley, Trusts' Legal Counsel

RAGHT:

By: _____

Ryan Hackmann, Chairperson
Name, Title

1115 Stockton Hill Rd. Suite 101
Address

Kingman, AZ 85042
City, State

(928)753-4700
Telephone Number

Date: _____

Date: September 15, 2021

EXHIBIT A**AZLGEBT/RAGHT Vaccination Schedule**

DATE	TIMES	LOCATION
10/12/2021	9:30 AM- 11:30 AM	St. Johns Annex: Board Room 75 W. Cleveland St., St. Johns
10/12/2021	7:00 AM- 8:00 AM	St. Johns Road Yard 120 US-180, St. Johns
10/19/2021	10:00 AM- 11:00 AM (local time)	Chinle Road Yard Hwy 191, Chinle
10/19/2021	11:30 AM - 12:30 PM (local time)	Ganado Road Yard Hwy 264, Ganado, Ganado
10/19/2021	2:00 PM - 3:00 PM	Sanders/Chambers Road Yard US-191 Frontage Road, Chambers
10/20/2021	12:00pm - 2:00pm	Sheriff's Office/ Jail 370 S Washington St., St. Johns
10/26/2021	7:00am - 8:00am	RV Road Yard 7 S. Hwy 180, Eagar
10/26/2021	8:30am - 10:00am	Eagar Townhall Council Room 22 W. 2nd St., Eagar

AZLGEBT/RAGHT Vaccination Consent & Release



Apache County Public Health Services District
Injectable Flu Vaccine Consent Form

I have had an opportunity to consult with Apache County Professionals or their agent regarding any questions I may have about the immunization program. I reviewed and/or received a copy upon request of the Privacy Notice & Patient Rights Documents. I understand the risk associated with the influenza vaccine as described and the conditions under which I or my child should not get the influenza vaccine. I hereby voluntarily request and authorize the Apache County Public Health Services District or their agents to administer the influenza vaccine to me or my child.

In consideration of receipt of the influenza vaccination, I expressly release and discharge Apache County Public Health Services District and/or their agents from all claims and demands, of whatever nature, resulting from the administration of the vaccine to me or my child.

CIRCLE THE ANSWER TO EACH QUESTION		
Is the person to be vaccinated sick today? (If mild viral symptoms and the temp is below 100, vaccine can be given). People on antibiotics over 24 hours can be given the vaccine.	yes	no
Does the person to be vaccinated have an allergy to an ingredient of the vaccine? (Rashes, hives, and systemic anaphylactic symptoms, etc.).	yes	no
Has the person to be vaccinated ever had a serious reaction to influenza vaccine in the past?	yes	no
Has the person to be vaccinated ever had Guillain-Barre Syndrome?	yes	no

I have read the information about the injectable influenza vaccine and have truthfully answered all the questions on this form. I have also received a copy of the Vaccination Information Statement for the injectable influenza vaccine. I have had a chance to ask questions and fully understand the benefits and risks of the injectable influenza vaccine. My signature below indicates my permission for the injectable influenza vaccine to be given to the patient listed above.

Printed Name of Patient	Date
Signature of Patient or Guardian	Relationship to the Patient

Do not write below

Date / /	Influenza Fluzone GSK Flud/Seqirus	Lot # 	Exp Date 	Route RD LD RVL LVL	Vaccine Administrator , RN
Date / /	Pneumo PPV23/PMC PCV13/Pfizer	Manufacture/Lot # 		Route RD LD RVL LVL	Vaccine Administrator , RN



Apache County Public Health Services District

Patient Information

Last Name	First Name	Middle Name	Date of Birth	Age	Gender M F
Mailing address		City	State	Zip Code	
Phone Number			Email		

Check ALL that apply

☐ Has health insurance (attach copy of card (both sides) or fill in below):	
Insurance Provider: _____	☐ AZLGEBT ☐ RAGHT
Subscriber Name: _____	Subscriber Date of Birth: _____
Insurance ID Number: _____	
Insurance Group Number: _____	

☐ Has AHCCCS
Program : _____ ID#: _____

☐ Has No Insurance

I consent to the release of information about all vaccinations given to me to the Arizona State Immunization Information System, other health care providers and schools, in order to avoid receiving unnecessary vaccinations.

Initial: _____

Please complete both front and back of form

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT HIPAA PRIVACY AND SECURITY RULES

This Business Associate Agreement (the "Agreement"), is entered into by Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust, self-funded health plans, on the one hand (hereafter "Covered Entity" or "Plan") and Apache County Health Department, a Business Associate ("BA" or "Business Associate") of the Covered Entity, on the other hand. This Agreement supplements and is made a part of the Agreement for Flu and Pneumonia Vaccination Services (Underlying Agreement") entered into between BA and Covered Entity, and is effective the 1st day of October, 2021 (the "Effective Date") and will remain in effect unless and until the Underlying Agreement is terminated.

RECITALS

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) ("HIPAA"), and the HITECH Act of American Recovery and Reinvestment Act of 2009, the Office of the Secretary of the Department of Health and Human Services has issued regulations governing the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule", "Security", "Breach Notification" Rules); and

WHEREAS, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, the Office of the Secretary of the Department of Health and Human Services has issued regulations requiring certain transmissions of electronic data, for vendors where such electronic data is exchanged, be conducted in specified standardized formats at 45 CFR Parts 160 and 162 ("Electronic Transactions Rule"); and

WHEREAS, Covered Entity and Business Associate desire to determine the terms under which they shall comply with the Privacy Rule and the Electronic Transactions Rule for the Business Associates to which this applies;

NOW THEREFORE, the Covered Entity and Business Associate agree as follows:

1. GENERAL HIPAA COMPLIANCE PROVISION

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the Privacy Rule.

1.1.1. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

- 1.1.2. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Apache County Health Department.
- 1.1.3. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Arizona Government Employee Benefit Trust and Rural Arizona Group Health Trust.
- 1.1.4. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.1.5. **“Protected Health Information” (“PHI”)** shall have the same meaning as the term “Protected Health Information” in the Security and Privacy Rules, limited to the information received by BA from, or on behalf of the covered Entities.
- 1.1.6. **“Electronic Protected Health Information” (“ePHI”)** shall have the same meaning as the term “Electronic Protected Health Information” in 45 C.F.R. §160.103.
- 1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules by the compliance dates established under the HIPAA Rules, and Electronic Transactions Rule, if applicable, and will provide the Plan with written certification of such compliance on or before such compliance date[s].
- 1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in HIPAA and the HIPAA Rules, and the Electronic Transactions Rule, if applicable, by the compliance date established for any such changes and will provide the Plan with written certification of such compliance. If, due to such a change, either or both of the parties are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 6. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.
- 1.4. **Nature of Relationship.** The parties acknowledge that:
 - 1.4.1. The Parties to this Agreement are the Covered Entity and the Business Associate.
 - 1.4.2. To the extent that the Plan is required to take any action, or that Business Associate is required to communicate with the Plan, such action shall in fact be taken by, and such communication shall be made to, the Trust Consultant of the Covered Entity.

2. TREATMENT OF PROTECTED HEALTH INFORMATION

- 2.1. **Permitted Uses and Disclosures of Protected Health Information.**
 - 2.1.1. **Uses and Disclosures on Behalf of the Plan.** Business Associate may use PHI in its possession to perform the services set forth in the Underlying Agreement.
 - 2.1.2. **Other Permitted Uses and Disclosures.** In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose Protected Health Information under Subpart E, the HIPAA Privacy Rule, of 45 CFR Part 164, to comply with the requirements of Subpart E

that apply to the Covered Entity in the performance of the Agreement obligations received from, or created or received on behalf of, the Plan under the following circumstances:

2.1.2.1. Use of Protected Health Information for Management, Administration, and Legal Responsibilities. Business Associate is permitted to use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate.

2.1.2.2. Disclosure of Protected Health Information for Management, Administration, and Legal Responsibilities. Business Associate is permitted to disclose Protected Health Information if necessary for the proper management and administration of Business Associate, or to carry out legal responsibilities of Business Associate, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.1.2.3. Data Aggregation Services. Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the health care operations of the Covered Entity.

2.1.3. Further Uses Prohibited. Except as provided in Section 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from the Covered Entity, or from any other Business Associate of the Covered Entity, for any commercial purposes of Business Associate, including, for example, “data mining.”

2.2. Minimum Necessary. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with the Covered Entity’s minimum necessary policies and procedures.

2.3. Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information. Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, the Plan, in a manner that would violate the requirements of the Privacy Rule, if done by the Covered Entity.

2.4. Required Safeguards. Business Associate shall use all appropriate safeguards, and comply with Subpart C, the HIPAA Security Rule, of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity other than as provided for in this Agreement or as required by law. These safeguards will include, but not be limited to:

2.4.1. Employee /Contractor Education on HIPAA

2.4.1.1. Create a training plan that includes HIPAA and internal policies and procedures pertaining to HIPAA;

2.4.1.2. Provide training to all employees, contractors and subcontractors on HIPAA and how the regulations help to prevent the improper use or disclosure of Protected Health Information;

2.4.1.3. Document training completion and testing outcomes. Retain training records; and

2.4.1.4. Update and repeat training on a regular (annual) basis.

2.4.2. Administrative Safeguards

2.4.2.1. Adopt policies and procedures regarding the safeguarding of Protected Health Information, including a Risk Analysis; and

2.4.2.2. Enforce those policies and procedures, including sanctions for anyone found not in compliance.

2.4.3. Technical and Physical Safeguards

2.4.3.1. Implement appropriate technical safeguards to protect Protected Health Information, including access controls, authentication and transmission security; and

2.4.3.2. Implement appropriate physical safeguards to protect Protected Health Information, including workstation security and device and media controls.

2.5 **Mitigation of Improper Uses or Disclosures.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.6 **Reporting of Unauthorized Uses and Disclosures.** Business Associate shall promptly report in writing to the Covered Entity any use or disclosure of Protected Health Information or a security incident not provided for under this Agreement as required at 45 CFR 164.410, of which Business Associate becomes aware, but in no event later than 5 business days of first learning of any such use or disclosure. Business Associate agrees that if any of its employees, agents, subcontractors, and representatives use or disclose Protected Health Information received from, or created or received on behalf of, the Covered Entity, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors, and representatives shall receive training on Business Associate's procedures for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, the Plan. Continued use of Protected Health Information in a manner contrary to the terms of this agreement shall constitute a material breach of this Agreement.

2.7 **Access to Protected Health Information.** Within 10 days of a request by the Covered Entity on behalf of an individual, Business Associate agrees to make available to the Covered Entity per 45 CFR 164.524 (or, at the direction of the Covered Entity, the Plan participant) any relevant Protected Health Information in either paper or electronic format received from, or created or received on behalf of, the Plan in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate shall notify the Plan in writing promptly of such individual's request no later than 5 business days of receiving such a request. Business Associate shall not give any individual access to Protected Health Information unless such access is approved by the Plan.

- 2.8 **Amendment of Protected Health Information.** Within 10 days of a request by the Covered Entity, Business Associate agrees to make available to the Covered Entity any relevant Protected Health Information per 45 CFR 164.526 received from, or created or received on behalf of, the Plan so the Plan may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. At the direction of the Plan, Business Associate shall incorporate any amendments to Protected Health Information into any and all Protected Health Information Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual requesting an amendment of Protected Health Information, Business Associate shall notify the Plan in writing promptly of such individual's request no later than 5 business days of receiving such a request. Business Associate shall not amend any Protected Health Information at the request of an individual unless directed by the Plan. The Plan shall have full discretion to determine whether the requested amendment shall occur.
- 2.9 **Accounting of Disclosures.** Business Associate shall maintain an accounting of disclosures of Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity in accordance with the Privacy Rule. Within 10 days of a request by the Covered Entity, Business Associate shall make available to the Covered Entity, or, at the direction of the Covered Entity, the Plan participant, the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify the Covered Entity in writing promptly of such individual's request no later than 5 business days of receiving such a request. Business Associate shall not provide such an accounting at the request of an individual unless directed by the Covered Entity. The Covered Entity shall have full discretion to determine whether the requested accounting shall occur.
- 2.10 **Restrictions and Confidential Communications.** Business Associate shall, upon notice from the Covered Entity in accordance with Section 4.4, accommodate any restriction per 45 CFR 164.522 to the use or disclosure of Protected Health Information and any request for confidential communications to which the Plan has agreed in accordance with the Privacy Rule.
- 2.11 **Subcontractors.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any of its agents, including any subcontractor, to whom it provides Protected Health Information received from, or created, received, maintained or transmitted on behalf of, the Plan agree to all of the same restrictions, conditions and requirements contained in this Agreement or the HIPAA Rules that apply to Business Associate with respect to such information. Business Associate shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Covered Entity. Business Associate shall provide the Covered Entity, for its approval a copy of any agreement with any agent or subcontractor to whom Business Associate provides Protected Health Information received from, or created or received on behalf of, the Covered Entity, prior to its execution.
- 2.12 **Audit.**
- 2.12.1 **Audit by Secretary of Health and Human Services.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity, available to the Secretary of Health and Human Services upon request for purposes of determining the Covered Entity's compliance with the HIPAA Rules.
- 2.12.2 **Audit by the Covered Entity.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created

or received on behalf of, the Covered Entity, available to the Covered Entity, within 14 business days of the Covered Entity's request for the purposes of monitoring Business Associate's compliance with this Agreement, the HIPAA Rules, and other applicable law.

3. STANDARD ELECTRONIC TRANSACTIONS.

The following section applies if this Business Associate will engage in standardized transactions.

- 3.1. The parties agree that Business Associate shall, on behalf of the Covered Entity, transmit data for transactions that are required to be conducted in standardized format under the Electronic Transactions Rule.
- 3.2. Business Associate shall comply with the Electronic Transactions Rule for all transactions conducted on behalf of the Covered Entity that are required to be in standardized format.
- 3.3. Business Associate shall ensure that any of its subcontractors to whom it delegates any of its duties under its contract with the Plan, agrees to conduct and agrees to require its agents or subcontractors to comply with the Electronic Transactions Rule for all transactions conducted on behalf of the Covered Entity that are required to be in standardized format.

4. OBLIGATIONS OF COVERED ENTITY

- 4.1. **Notice of Privacy Practices.** The Covered Entity shall provide Business Associate with the notice of privacy practices that the plan produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- 4.2. **Revocation of Permission.** The Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- 4.3. **Notice of Restrictions.** The Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR § 164.522.
- 4.4. **Notice of Restrictions and Confidential Communications.** The Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information and any request for confidential communications to which, in accordance with the HIPAA Rules, the Covered Entity has agreed.
- 4.5. **Permissible Requests by the Covered Entity.** Except as provided in Section 2.1, the Covered Entity shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity.

5. LIABILITY

- 5.1. **Indemnification.** Business Associate shall be solely responsible for, and shall indemnify and hold the Covered Entity harmless from any and all claims, damages, or causes of action (including the Covered Entity's reasonable attorneys' fees) arising out of the acts or omissions of Business Associate or Business Associate's employees, agents, and subcontractors, and Business Associate will pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally awarded the Plan in

connection with such claims or actions. The Covered Entity shall notify Business Associate promptly of any action or claims threatened against or received by the Covered Entity and provide Business Associate with such cooperation, information, and assistance as Business Associate shall reasonably request in connection therewith. This Section 5.1 shall survive the termination of this Agreement.

- 5.2. **Insurance Coverage.** Business Associate agrees that it will purchase, if available and at its own expense, an insurance policy that will insure against any violations of the Privacy Rule by Business Associate or its employees, agents, subcontractors, and representatives with respect to Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity. Such insurance policy will be effective no later than the Effective Date of this Agreement.

6. AMENDMENT AND TERMINATION

- 6.1. **Term.** The term of this Agreement shall be effective as the Effective Date of the Underlying Agreement and shall terminate at the termination of the Underlying Agreement or on the date the Covered Entity terminates for cause as authorized in 6.2, subject to the confidentiality provisions which shall survive such termination.
- 6.2. **Termination for Violation of Agreement.** If the Covered Entity, in its sole discretion, determines that Business Associate has violated a material term of this Agreement with respect to Protected Health Information it receives from, or creates or receives on behalf of, Covered Entity, this Agreement may be terminated by the Plan effective upon Business Associate's receipt of written notice from the Covered Entity, provided that Business Associate shall continue to comply with Section 6.4 after termination of this Agreement.
- 6.3. **Termination of Underlying Agreement.** This Agreement shall terminate upon the termination of the Underlying Agreement, provided that Business Associate shall continue to comply with Section 6.4 hereof after termination of this Agreement.
- 6.4. **Additional Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
- 6.4.1 Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 6.4.2 Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
 - 6.4.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
 - 6.4.4 Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at in Section 2 above, which applied prior to termination;

- 6.4.5 Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities. and
- 6.4.6 The business associate will transmit the protected health information to another business associate of the covered entity at termination, and/or could add terms regarding a business associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.
- 6.4.7 Survival. The obligations of business associate under this Section 6.4 shall survive the termination of this Agreement.
- 6.5. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties agree to take such action as is necessary to comply with the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. Upon either Party's request, the other Party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement

7. MISCELLANEOUS PROVISIONS

- 7.1. **Third-Party Beneficiary.** No individual or entity is intended to be a third-party beneficiary to this Agreement or the Underlying Agreement, if separate.
- 7.2. **Severability.** If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the Privacy Rule, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.
- 7.3. **Procedures.** The parties shall comply with procedures mutually agreed upon by the parties to facilitate compliance with HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plan's Protected Health Information.
- 7.4. **Regulatory Reference.** A reference in this Agreement to a section of the HIPAA Rules meant the section as in effect, or as amended.
- 7.5. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona except to the extent federal law applies. The parties hereby submit to the jurisdiction of the courts located in the State of Arizona including any appellate court thereof.
- 7.6. **Headings.** The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

- 7.7. **Cooperation.** The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance with the Privacy Rule, including procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plan's Protected Health Information.
- 7.8. **Notice.** Other than notices specifically required by law, notice under this agreement shall be given in the manner and to those persons or entities that are to be provided notice in the Underlying Agreement.
- 7.9. **Survival.** The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this BA Agreement to be signed and delivered by their duly authorized representatives, as of the BA Agreement Effective Date.

AZLGEBT:

By: _____

Ryan Patterson, Chairperson
Name, Title

1115 Stockton Hill Rd. Suite 101
Address

Kingman, AZ 85042
City, State

(928)753-4700
Telephone Number

Date: _____

Apache County Health Department

By: _____

Name, Title

Address

City, State

Telephone Number

Date: _____

RAGHT:

By: _____

Ryan Hackmann, Chairperson
Name, Title

1115 Stockton Hill Rd. Suite 101
Address

Kingman, AZ 85042
City, State

(928)753-4700
Telephone Number

Date: _____

REVIEWED AND APPROVED AS TO FORM:



Michael E. Hensley, Trusts' Legal Counsel

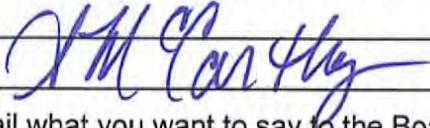
Date: September 15, 2021

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

date/time stamp

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

Date/Signature: _____



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

Health Department: Discussion and possible approval to eliminate the following positions: (6) Health Educator I positions (Range 24), (2) Administrative Assistant I positions (Range 26), (1) Program Coordinator I position (Range 29) and (1) Program Coordinator II position (Range 34); and create the following positions and fill within the range: (2) Program Coordinator III positions (Range 38), (1) Environmental Health Specialist (Range 38), and (1) Administrative Coordinator position (Range 42). The requested changes will result in a savings of approximately \$33,000.

BOS Meeting Date Requested: October 5, 2021

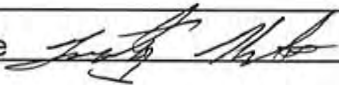
PRE-AGENDA ITEM REVIEW

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)

Library District, Dolly Patterson

Date/Signature: 9/27/2021

Dolly Patterson

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 a donation of 254 books at our Sanders Library Branch from the Navajo Nation Library. Value of donation equals: \$3,030.92

BOS Meeting Date Requested: **October 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 _____

Pros and cons for accepting a donation of books from the Navajo Nation Library.

Agenda item as written:

Discussion and possible approval to accept a donation of 254 books at our Sanders Library Branch from the Navajo Nation Library. Value of donation equals: \$3,030.92.

Pros

- These books have already been delivered to the Sanders Library and are currently in their possession.
- The books are new and in perfect condition.
- Some of the titles will fit nicely in the collection of the Sanders Library or possibly in the collection of one of the other District Libraries.
- Opportunity to share the titles with approved entities.
- Place various titles in the Sanders book sale and use the revenue to purchase other titles.
- Use the titles as prizes for summer reading and as promotional incentives at the County Fair.

Cons

- Some of the titles appear to be reference books such as dictionaries (French, Spanish & English) that may not be in demand.
- The books are taking up space and need to be cataloged or sold to make room for other donations.

Dolly Patterson

From: Lucinda Baloo
Sent: Wednesday, September 22, 2021 3:38 PM
To: Dolly Patterson
Subject: Navajo Nation Book Donation
Attachments: Donation List from Navajo Nation Library 2021.xlsx

Hi Dolly,

Here is a list of books with prices that the Navajo Nation Library has donated. I'm not sure what the process is but I think it has to be approved by the board before we can do anything with them. Michelle may know.

Thanks.

Lucinda Baloo, Manager

Sanders Public Library
Off I-40, Exit 339 North Frontage Rd East
P.O. Box 1000
Sanders AZ 86512-1000

Ph: 928-688-2677 Fax: 928-688-3077

Library Hours:
Monday & Wednesday 12:00—6:00 p.m.
Tuesday & Thursday 10:00—6:00 p.m.



Title	Author	ISBN	# of copies	Price	Total
1000 Diabetes Recipes	Jackie Mills	9780470407448	1	\$ 25.32	\$ 25.32
5 Easy Theses	James M. Stone	9780544749009	1	\$ 3.00	\$ 3.00
A Carnival Of Losses: Notes Nearing Ninety	Donald Hall	9781328826343	2	\$ 9.12	\$ 18.24
A Grandfather's Lessons	Jacques Pepin	9780544824393	2	\$ 11.98	\$ 23.96
A Line Mde By Walking	Sara Baume	9780544716957	2	\$ 5.99	\$ 11.98
A Little Jayhawk Tale	Steven Kveton	9781631776402	2	\$ 25.99	\$ 51.98
A Little Tiger Tale	Steven Kveton	9781631773389	2	\$ 17.95	\$ 35.90
Adam	Ariel Schrag	9780544142930	2	\$ 14.99	\$ 29.98
American By Day	Derek B. Miller	9781328876652	2	\$ 16.49	\$ 32.98
And Then You die Of Dysentery	Lauren Reeves	9781328624390	2	\$ 9.00	\$ 18.00
Anthony Rizzo is a good italian boy	Amanda ReCupido	9781684015108	2	\$ 20.72	\$ 41.44
Anything Under The Sun	Maghan Wilkens	9781631779930	2	\$ 22.50	\$ 45.00
At Home With Natalie	Natalie Morales	9780544974494	2	\$ 8.87	\$ 17.74
Auntie Poldi And The Sicilian Lions	Mario Giordano	9781328863577	2	\$ 14.32	\$ 28.64
Auntie Poldi And The Vineyards of Etna	Mario Giordano	9781328919021	2	\$ 12.00	\$ 24.00
Bollywood Kitchen	Sri Rao	9780544971257	2	\$ 10.70	\$ 21.40
Cat Cora's Classics With A Twist	Cat Cora	9780547126036	2	\$ 13.50	\$ 27.00
Claudia Claus &the Christmas Eve Storm	Ann & Rob Quandt	9781631779183	2	\$ 26.61	\$ 53.22
CliffsNotes AP World History Cram Plan	CliffsNotes	9780544926110	2	\$ 5.47	\$ 10.94
CliffsNotes GMAT Cram Plan 2nd Edition	CliffsNotes	9781118134177	2	\$ 6.99	\$ 13.98
CliffsNotes STARR EOC Algebra I	Jorge A. Jacquez	9780544519176	1	\$ 11.98	\$ 11.98
Collected Poems	Galway Kinnell	9781328505705	2	\$ 18.99	\$ 37.98
Creatures Of Want & Ruin	Molly Tanzer	9781328710253	2	\$ 10.20	\$ 20.40
Dear Zealots	Amos Oz	9781328987006	2	\$ 7.95	\$ 15.90
Devil's Day	Andrew Michael Hurley	9781328489883	2	\$ 14.98	\$ 29.96
Driven	Melissa Stephenson	9781328768292	2	\$ 6.25	\$ 12.50
Eat & Make	Paul Lowe	9780544133334	2	\$ 6.93	\$ 13.86
Ecstasy	Mary Sharratt	9780544800892	2	\$ 8.50	\$ 17.00
Everyday Dorie	Dorie Greenspan	9780544826984	1	\$ 9.64	\$ 9.64
F is for Finally	Robert George	9781684014477	2	\$ 20.72	\$ 41.44
Federal Donuts	Tom Henneman	9780544969049	2	\$ 13.39	\$ 26.78
Fever at Dawn	Peter Gardos	9780544944411	1	\$ 8.72	\$ 8.72
Firefighter Exam Cram Plan	CliffsNotes	9781118094488	2	\$ 14.03	\$ 28.06

Title	Author	ISBN	# of copies	Price	Total
Flavor Bombs	Adam Fleischman	9780544784895	1 \$	14.79 \$	14.79
Food Freedom Forever	Melissa Hartwig	9780544838291	2 \$	8.49 \$	16.98
Football For A Buck	Jeff Pearlman	9780544454385	2 \$	12.91 \$	25.82
Glow 15	Naomi Whittel	9781328897671	2 \$	26.00 \$	52.00
Grandma Grace's Special Home	Carolyn Mitchell	9781684017218	2 \$	9.98 \$	19.96
Hang Time My Life In Basketball	Elgin Baylor	9780544617056	2 \$	19.04 \$	38.08
Hello, Webstur	Dana Misner	9781620861479	2 \$	14.95 \$	29.90
How to be a good creature	Sy Montgomery	9780544938328	2 \$	10.48 \$	20.96
How to be Loved	Hagberg Fisher	9780544991156	2 \$	14.63 \$	29.26
How To Start A Fire	Lisa Lutz	9780544411630	2 \$	25.00 \$	50.00
Human Errors	Nathan A. Lents	9781328974693	2 \$	9.66 \$	19.32
I Feel You	Cris Beam	9780544558168	2 \$	16.95 \$	33.90
I Know How You Feel	Diane Barth	9780544870277	2 \$	6.73 \$	13.46
If You Left	Ashley Prentice Norton	9780544263680	2 \$	12.54 \$	25.08
Improv Nation	Sam Wasson	9781328508003	2 \$	10.86 \$	21.72
In The Night Wood	Dale Bailey	9781328494436	2 \$	11.12 \$	22.24
Israeli Soul	Steven K. Cook	9780358049135	2 \$	19.36 \$	38.72
It's Not Yet Dark	Simon Fitzmaurice	9781328508270	2 \$	6.60 \$	13.20
Last Woman Standing	Amy Gentry	9780544962538	2 \$	2.99 \$	5.98
Leafy Greens	Mark Bittman	9781118093870	2 \$	6.00 \$	12.00
Let It BANG	RJ Young	9781328826336	2 \$	4.00 \$	8.00
Life Admin	Elizabeth Emens	9780544557239	2 \$	16.17 \$	32.34
Mallory Brown at Super Fun Town	David Disspain	9781684010189	2 \$	14.89 \$	29.78
Marbled, Swirled, and Layered	Irwin Lin	9780544453739	2 \$	13.38 \$	26.76
Mary Queen of Scots	John Guy	9781328638991	2 \$	13.31 \$	26.62
Miss Kopp Just Won't Quit	Amu Stewart	9781328736512	2 \$	16.99 \$	33.98
Mother Land	Paul Theroux	9780618839322	2 \$	8.90 \$	17.80
No Fears, No Excuses	Larry Smith	9780544947207	2 \$	12.93 \$	25.86
No Time To Spare	Ursula K. LeGuin	9781328661593	2 \$	7.14 \$	14.28
Num Pang	Ratha Chaupoly	9780544534315	2 \$	13.09 \$	26.18
Number Zero	Umberto Eco	9780544635081	2 \$	7.71 \$	15.42
Our Lady Of The Prairie	Thisbe Nissen	9781328662071	2 \$	5.00 \$	10.00
Outdoor Cooking with Betty	Betty Crocker	9781328846051	2 \$	6.90 \$	13.80
Peterson Field Guide to Finding Mammals	Vladimir Dinets	9780544373273	2 \$	14.26 \$	28.52

Title	Author	ISBN	# of copies	Price	Total
Play On	Jeff Barcovici	9780544809987	2 \$	12.00 \$	24.00
Pressure Cooker Recipes	Vickie Smith	9780764597268	2 \$	16.61 \$	33.22
Puffin in the Big City	Justin White	9781631777011	2 \$	6.99 \$	13.98
Pull Up A Chair	Tiffani Thiessen	9781328710307	2 \$	12.88 \$	25.76
Real Paleo Fast & Easy	Loren Cordain	9780544582644	2 \$	15.28 \$	30.56
Rebel and the Hotty Toddy Spirit	T. Baird Morris	9781936319497	2 \$	14.95 \$	29.90
Rocket Billionaires	Tim Fernholz	9781328662231	2 \$	14.43 \$	28.86
Saving Bravo	Stephan Talty	9781328866721	2 \$	16.00 \$	32.00
Scary Every Day	Kevin Comstock	9781684013944	2 \$	9.24 \$	18.48
Silence	Jane Brox	9780544702486	2 \$	13.85 \$	27.70
Slammerkin	Emma Donoghue	9780156007474	2 \$	4.61 \$	9.22
Smoke And Mirrors	Elly Griffiths	9780544527959	2 \$	12.00 \$	24.00
Still Water	Nicole Helget	9780544483903	2 \$	14.95 \$	29.90
Sympathy	Olivia Sudjic	9781328916204	1 \$	4.33 \$	4.33
Tango Lessons	Meghan Flaherty	9780544980709	2 \$	15.00 \$	30.00
The Best American Comics 2018	Phoebe Gloeckner	9781328464606	2 \$	6.51 \$	13.02
The Best American Mystery Stories 2017	John Sandford	9780544949089	2 \$	4.00 \$	8.00
The Best American Science and Nature Writing 2016	Amy Stewart	9780544748996	2 \$	5.99 \$	11.98
The Best American Science And Nature Writing 2017	Hope Jahren	9781328715517	2 \$	9.69 \$	19.38
The Best American Science Fiction and Fantasy 2016	Karen Joy Fowler	9780544555204	2 \$	8.91 \$	17.82
The Best American Short Stories	Meg Wolitzer	9780544582767	2 \$	19.66 \$	39.32
The Best American Sports Writing 2016	Rick Telander	9780544617315	2 \$	9.03 \$	18.06
The Best American Sports Writing 2017	Howard Bryant	9780544821552	2 \$	11.55 \$	23.10
The Change Your Biology Diet	Louis J. Aronne	9780544535756	2 \$	14.14 \$	28.28
The City of Lost Fortunes	Bryan Camp	9781328810793	2 \$	7.47 \$	14.94
The Council Of Twelve	Oliver Potzsch	9781328508317	2 \$	11.39 \$	22.78
The Dark Angel	Elly Griffiths	9780544750326	2 \$	16.97 \$	33.94
The Dark Room	Jonathan Moore	9780544784673	2 \$	11.59 \$	23.18
The Escape Artists	Neal Bascomb	9780544937116	2 \$	5.46 \$	10.92
The Fifth to Die	J.D. Barker	9780544973978	2 \$	16.94 \$	33.88
The First Day	Phil Harrison	9781328505767	2 \$	10.12 \$	20.24
The Gloriously Gluten-Free Cookbook	Vanessa Maltin	9780470440889	2 \$	8.69 \$	17.38
The Glory of Southern Cooking	James Villas	9781118383582	2 \$	11.99 \$	23.98
The Great Shift	James L. Kugel	9781328505927	2 \$	14.97 \$	29.94

Title	Author	ISBN	# of copies	Price	Total
The Half Wives	Stacia Pelletier	9781328915412	2 \$	10.42 \$	20.84
The Joy Fit Club	Joy Bauer	9781118181393	2 \$	9.59 \$	19.18
The Last Cowboys Of San Geronimo	Ian Stansel	9781328918291	2 \$	10.98 \$	21.96
The Lost Girls Of Camp Forevermore	Kim Fu	9780544098268	2 \$	10.35 \$	20.70
The Lying, Lying Lion	Kerry Morris	9781631773235	2 \$	14.95 \$	29.90
The Man Who Climbs Trees	James Aldred	9781328473059	2 \$	11.43 \$	22.86
The Mandela Plot	Kenneth Bonert	9781328886187	2 \$	4.00 \$	8.00
The Neuroscientist Who Lost Her Mind	Barbara K. Lipska	9781328787309	2 \$	6.80 \$	13.60
The Night Market	Jonathan Moore	9780544671898	2 \$	9.97 \$	19.94
The Paleo Diet Cookbook	Loren Cordain	9780470913048	2 \$	14.44 \$	28.88
The Parrot Man: A Baseball Story	Macknight Black	9781684012121	2 \$	4.75 \$	9.50
The Pats: An Illustrated History of the New England Patriots	Glenn Stout	9781328917401	1 \$	15.00 \$	15.00
The Red Addrss Book	Sofia Lundberg	9781328473011	2 \$	7.88 \$	15.76
The Rise Of Superman	Steven Kotler	9781477800836	1 \$	25.88 \$	25.88
The Robots of Gotham	Toddy McAulty	9781328711014	1 \$	21.58 \$	21.58
The Sisters Chase	Sarah Healy	9781328915863	2 \$	13.89 \$	27.78
The Stranger Diaries	Elly Griffiths	9781328577856	2 \$	7.17 \$	14.34
The Tale of the Unknown Island	Jose Saramago	9780156013031	2 \$	11.95 \$	23.90
The Vanishing Box	Elly Griffiths	9780544750296	2 \$	17.73 \$	35.46
The Welsh Girl	Peter Ho Davis	9780618918522	2 \$	4.00 \$	8.00
Unearthed	Alexandra Risen	9780544633360	2 \$	14.00 \$	28.00
We Are Gathered	Jamie Weisman	9781328793294	2 \$	10.00 \$	20.00
Webster's New Pocket French Dictionary	Webster	9781118356609	2 \$	4.00 \$	8.00
Webster's New Pocket Spanish Dictionary	Webster	9780470488720	2 \$	3.72 \$	7.44
Webster's New World Pocket Spanish Dictionary	Webster	9780544818835	2 \$	6.99 \$	13.98
What Your Financial Advisor Isn't Telling You	Liz Davidson	9780544602304	2 \$	16.95 \$	33.90
When I go to law school	Katie K. D'agostine	9781631771293	2 \$	10.30 \$	20.60
When The World Seemed New	Jeffrey A. Engel	9781328511652	2 \$	17.99 \$	35.98
When You Were A Baby Jayhawk	Jennifer Bennett	9781936319787	2 \$	11.36 \$	22.72
Women Who Don't Wait In Line	Reshma Saujani	9780544027787	2 \$	6.27 \$	12.54
Zahav A World Of Israeli Cooking	Michael Solomonov	9780544373280	2 \$	15.51 \$	31.02
254				1585.58 \$	3,030.92

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

Submitter's Name: _____

Chief Deputy Roscoe Herrera/ Commander Michael Cirivello-Jail District

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take: Requesting the Board of Supervisor sign the updated contract with the Tohono O' Odham Nation for housing inmates for them in the Apache County Jail.

BOS Meeting Date Requested _____

08/16/2021

10/5/21

PRE-AGENDA ITEM REVIEW

Legal Review: See Attached

Check if item does not require review _____

Finance Review: _____

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 X

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
TOHONO O'ODHAM NATION
AND
APACHE COUNTY**

This Intergovernmental Agreement ("Agreement") for the Housing of Inmates from the Tohono O'odham Nation is entered into and between the Tohono O'odham Nation (hereinafter "T.O.N."), a federally-recognized Indian tribe located within the State of Arizona, and Apache County (hereinafter "Apache County"), a duly organized county and political subdivision of the State of Arizona. Each of the separate entities of T.O.N. and Apache County referred to individually as "Party", and collectively as "Parties".

WITNESSETH

WHEREAS, the Apache County Sheriff's Office oversees and operates the Apache County Adult Detention Facility, for the housing of individuals that have been incarcerated or sentenced to a secured detention facility; and

WHEREAS, Apache County has space available to contract out to other governmental agencies; and

WHEREAS, the T.O.N. is a federally-recognized Indian tribe located within the State of Arizona, having the power to enter into contracts, and has a need to obtain secure detention space for adults arrested and/or detained pursuant to lawful process (hereinafter called "Inmate" or "Inmates").

NOW THEREFORE, Apache County and the T.O.N. for consideration and the mutual promises and agreements contained herein, the Parties agree as follows:

I. TERM:

This agreement shall be effective beginning on October 1, 2020 to September 30, 2021, and shall automatically renew for three additional one-year terms, unless either Party terminates the agreement with a thirty-day written notice to the other Party.

II. INMATES DEFINITION:

An Inmate of the T.O.N. for the purposes of this agreement is:

- a. A person under the jurisdiction of the T.O.N. that is arrested or detained; or
- b. A person under the jurisdiction of the T.O.N. who has been sentenced to a secure detention facility.

III. ACCEPTANCE GUIDELINES:

- a) Apache County shall accept the T.O.N. Inmates on a space-available basis.



Available space shall be determined in the sole discretion of the Apache County Sheriff's Office.

- b) It is mutually agreed and understood that, Apache County will provide up to twenty-five (25) spaces for T.O.N. Inmates (20 male and 5 female) that have already been sentenced by T.O.N. Courts.
- c) It is mutually agreed that Apache County, through the Apache County Sheriff's Office, retains the right to refuse to accept any Inmate who appears to be physically injured or suffering from any form of physical or mental illness, for lack of documentation regarding the inmate, and/or for other sufficient causes.
- d) It is also agreed that in accordance with all applicable Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the Apache County Jail Facility, the Apache County Sheriff's Office will review all T.O.N. arrest warrants, judicial sentencing and medical documents and will have the right of refusal of inmates referred by the T.O.N.; and the right to return any inmate accepted.

IV. TRANSPORTATION AND COMPENSATION:

Apache County will assist with transportation to and from the Apache County Adult Detention Facility. The Inmates will be transported by Apache County during times and days that are most convenient for Apache County based on available staff and vehicles and shall be at the sole discretion of the Apache County Sheriff's Office. Apache County will notify T.O.N. when an Inmate is transported from the Apache County Adult Detention Facility to appropriate medical services.

V. MEDICAL CARE:

- a) T.O.N. shall provide a brief medical history along with any prescribed medication to accompany each Inmate that is being transported into the Apache County Adult Detention Facility.
- b) Apache County agrees to absorb the cost of routine medical expenses up to a maximum of \$25.00 a month per Inmate. This includes, but is not limited to, routine medical care, non-prescription medications, and treatment of minor medical conditions which may arise during incarceration. T.O.N. agrees to reimburse for any and all non-routine medical care and any routine medical expenses above the \$25.00 per month allowance. All prescription medications needed for pre-diagnosed illnesses or for illnesses diagnosed while Inmates are incarcerated at Apache County such as AIDS, hepatitis, mental health, etc. shall be the sole responsibility of the T.O.N.
- c) Any emergency medical care provided to a T.O.N. Inmate shall be the sole responsibility of the T.O.N., and such services shall be billed directly to the

T.O.N. Apache County is not responsible for any medical expenses associated or attributed to a T.O.N. Inmate. The T.O.N. will be notified as soon as possible of the need to access emergency medical services.

VI. OPERATIONAL GUIDELINES:

- a) It is agreed, once in the custody of the Apache County Sheriff's Office, Apache County shall have complete and total authority over the administration, security, health, safety and well-being of all Inmates housed.
- b) Apache County agrees that the release of Inmate(s) shall be made by the Apache County Sheriff's Office only pursuant to a Written Order of the T.O.N. Tribal Court.
- c) The Parties agree that, if there is any incident involving an Inmate from the T.O.N. that requires investigation, whether at the Apache County Adult Detention Facility, or while an Inmate is in transit to or from the Apache County Adult Detention Facility, such incident shall be referred to the local law enforcement agency for investigation, and a report made to both the T.O.N. and Apache County Sheriff's Office.

VII. COST/RATE:

- a) In consideration of the service of housing Inmates from the T.O.N., the following amount shall be paid to the Apache County Sheriff's Office at a general detention rate of sixty-eight dollars (\$68.00) per day, per Inmate, based on a twenty-four (24) hour period.
- b) In addition to the above cost, the T.O.N. shall reimburse Apache County for all medical, dental, and/or pharmaceutical expenses incurred by, or on behalf of, Inmates for injuries or illnesses arising after the Inmate's incarceration in the Apache County Adult Detention Facility. This is a Cost Reimbursement Basis.

VIII. INVOICE PROCEDURE:

- a) Apache County shall invoice the T.O.N. on a monthly basis based on the records maintained by the facility.
- b) T.O.N. shall pay the invoices within thirty (30) days of the receipt of the invoice.

PAYMENTS PAYABLE TO:

Apache County Jail District
P.O. Box 518
St. Johns, AZ 85936

IX. INDEMNIFICATION:

To the extent permitted by law, T.O.N. agrees to defend, indemnify and hold harmless Apache County, its elected officials, agents and employees, from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from the services performed on behalf of the T.O.N. under this Agreement, or by any reason, asserted act, or omission, neglect, or misconduct of T.O.N. or T.O.N.'s agents or employees or any subcontractor or its agent or employees. Apache County shall be indemnified against all expenses, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by them, or on their behalf, in connection with any such proceeding or any claim, issue or matter therein, arising from a T.O.N. Inmate, if the Apache County acted in good faith and in a manner Apache County reasonably believed to be in or not opposed to the best interests of the T.O.N. or the T.O.N. Inmate.

X. SOVEREIGN IMMUNITY:

Nothing in this Agreement is intended nor shall be construed as a waiver of T.O.N.'s sovereign immunity from suit or of the Apache County's immunity from suit.

XI. APPLICABLE LAW:

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

XII. DEFAULT:

In the event of default of any term of this contract, any Party shall have the right to serve notice of the default and give thirty (30) days in which the defaulting Party can cure the default. Notice is hereby deemed to have been given if: (a) written notice is hand-delivered to the Party at their respective office(s); or (b) the written notice is mailed by first class mail to their respective office addresses.

XIII. TERMINATION:

This agreement may be terminated by either Party, with or without cause, by providing written notice to the other Party at least thirty (30) calendar days prior to the effective date of termination.

XIV. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral, written, whether previous to the execution hereof or contemporaneous herewith. The Agreement may be amended only by the

written consent of both Parties.

XV. APPROVAL REQUIRED:

This Agreement shall not become effective or binding until approved by the Apache County Board of Supervisors and the Tohono O'odham Nation Legislative Council.

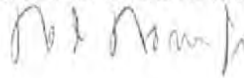
DONE THIS _____ DAY OF _____, 2021.

APACHE COUNTY

Chairman
Apache County Board of Supervisors

Date: _____

TOHONO O'ODHAM NATION



Ned Norris, Jr., Tribal Chairman
Tohono O'odham Nation

Date: 07/21/2021

**AGREEMENT FOR THE HOUSING OF INMATES OF THE TOHONO O'ODHAM
NATION BY THE APACHE COUNTY SHERIFF'S OFFICE**

This Agreement for the Housing of Inmates from the Tohono O'odham Nation is entered into and between the Tohono O'odham Nation (hereinafter "T.O.N.", a duly organized Tribe located within the State of Arizona, and Apache County, a duly organized county and political subdivision of the State of Arizona (hereinafter "Apache County"). Each of the separate entities of the T.O.N. and Apache County may be referred to herein as "Party", and collectively may be referred to as the "Parties").

WITNESSETH

WHEREAS, the Apache County Sheriff's Office oversees and operates the Apache County Adult Detention Facility, for the housing of individuals that have been incarcerated or sentenced to a secured detention facility; and

WHEREAS, Apache County has space available to contract out to other governmental agencies; and

WHEREAS, the T.O.N. is a recognized Tribe located within the State of Arizona, having the power to enter into contracts, and has a need to obtain secure detention space for adults arrested and/or detained pursuant to lawful process hereinafter called "inmates."

NOW THEREFORE, Apache County and the Tohono O'odham Nation for consideration and the mutual promises and agreements contained herein, the Parties agree as follows:

I. TERM:

This agreement shall be effective as September 12, 2019 to September 30, 2020 and shall automatically renew for three additional one-year terms unless either party terminates the agreement with a thirty day written notice to the other party.

II. INMATES DEFINITION:

An Inmate of the Tohono O'odham Nation for the purposes of this agreement is:

- a. A person under the jurisdiction of the Tohono O'odham Nation that is arrested or detained, or
- b. A person under the jurisdiction of the Tohono O'odham Nation who has been sentenced to a secure detention facility.

III. ACCEPTANCE GUIDELINES:

- a) Apache County shall accept the T.O.N. Inmates on a space available basis. Available space shall be determined in the sole discretion of the Apache County Sheriff's Office.



- b) It is mutually agreed and understood that, Apache County will provide up to twenty-five (25) spaces for T.O.N. Inmates (20 male and 5 female) that have already been sentenced by T.O.N. Courts.
- c) It is mutually agreed that Apache County, through the Apache County Sheriff's Office, retains the right to refuse to accept any Inmate who appears to be physically injured or suffering from any form of physical or mental illness; for lack of documentation regarding the inmate, and/or for the other sufficient causes.
- d) It is also agreed that in accordance with all applicable Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of the Apache County Jail Facility, The Apache County Sheriff's Office will review all Tohono O'odham Nation arrest warrants, judicial sentencing and medical documents and will have the right of refusal of inmates referred by the T.O.N.; and the right to return any inmate accepted.

IV. TRANSPORTATION AND COMPENSATION:

Apache County will assist with transportation to and from the Apache County Adult Detention Facility. The Inmates will be transported by Apache County during times and days that are most convenient for Apache County based on available staff and vehicles and shall be at the sole discretion of the Apache County Sheriff's Office. Apache County will notify T.O.N. when an Inmate is transported from the Apache County Adult Detention Facility to appropriate medical services.

V. MEDICAL CARE:

- a) A brief medical history along with any prescribed medication will accompany each Inmate that is being transported into the Apache County Adult Detention Facility.
- b) Apache County agrees to absorb the cost of routine medical expenses up to a maximum of \$25.00 a month per inmate. This includes, but not limited to, routine medical care, non-prescription medications, and treatment of minor medical conditions which may arise during incarceration. T.O.N. agrees to reimburse for any and all non-routine medical care and any routine medical expenses above the 25.00 per month allowance. All prescription medications needed for pre-diagnosed illnesses or for illnesses diagnosed while inmates are incarcerated at Apache County such as AIDS, hepatitis, mental health, etc. shall be the sole responsibility of the T.O.N..
- c) Any emergency medical care provided to a T.O.N. inmate shall be the sole responsibility of the T.O.N., and such services shall be billed directly to the Tohono O'odham Nation. Apache County is not responsible for any medical expenses associated or attributed to a T.O.N. Inmate. The Tohono O'odham

Nation will be notified as soon as possible of the need to access emergency medical services.

VI. OPERATIONAL GUIDELINES:

- a) It is agreed, once in the custody of the Apache County Sheriff's Office, Apache County shall have complete and total authority over the administration, security, health, safety and well-being of all Inmates housed.
- b) Apache County agrees that the release of Inmate(s) shall be made by the Apache County Sheriff's Office only pursuant to a Written Order of the Tohono O'odham Nation Tribal Court.
- c) The Parties agree that, if there is any incident at the Apache County Adult Detention Facility, or while an Inmate is in transit too or from the Apache County Adult Detention Facility involving an inmate from the T.O.N. which requires an investigation, such incident shall be referred to the local law enforcement agency for investigation and a report made to both the T.O.N. and Apache County Sheriff's Office.

VII. COST/RATE:

- a) In consideration of the service of housing Inmates from the T.O.N., the following amount shall be paid to the Apache County Sheriff's Office at a general detention rate of fifty-eight dollars (\$58.00) per day, per Inmate, based on a twenty-four (24) hour period.
- b) In addition to the above cost, the T.O.N. shall reimburse Apache County for all medical, dental, and/or pharmaceutical expenses incurred by, or on behalf of, Inmates arising out of injuries or illnesses of, or to, the inmate's arrest. This is a Cost Reimbursement Basis.

VIII. INVOICE PROCEDURE:

- a) Apache County shall invoice the T.O.N. on a monthly basis based on the records maintained by the facility.
- b) T.O.N. shall pay the invoices within thirty (30) days of the receipt of the invoice.

PAYMENTS PAYABLE TO:

Apache County Jail District
P.O. Box 518 St. Johns AZ
85936

IX. INDEMNIFICATION:

To the extent permitted by law, T.O.N. agrees to defend, indemnify and hold harmless Apache County, its elected officials, agents and employees, from and against any and all claims, actions suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by person, persons, or property arising out of or resulting from the services performed on behalf of the T.O.N. under this Agreement or by any reason asserted act or omission, neglected or misconduct of T.O.N. or T.O.N.'s agents or employees or any subcontractor or its agent or employees. Apache County shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by them, or on their behalf, in connection with any such Proceeding or any claim, issue or matter therein, arising from a T.O.N. Inmate, if the Apache County acted in good faith and in a manner Apache County reasonably believed to be in or not opposed to the best interests of the T.O.N. or the T.O.N. Inmate.

X. SOVEREIGN IMMUNITY:

Nothing in this Agreement is intended nor shall be construed as a waiver of the Tohono O'odham Nation's sovereign immunity from suit or of the Apache County's immunity from suit.

XI. APPLICABLE LAW:

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

XII. DEFAULT:

In the event of default of any term of this contract, any party shall have the right to serve notice of the default and give thirty (30) days in which the defaulting party can cure the default. Notice is hereby deemed to have been given if: (a) written notice is hand-delivered to the Party at their respective office(s); or (b) the written notice is mailed by first class mail to their respective office addresses.

XIII. TERMINATION:

This agreement may be terminated by either party, with or without cause, by providing written notice to the other party at least thirty (30) calendar days prior to the effective date of termination.

XIV. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral, written, whether previous to the execution hereof or contemporaneous herewith. The Agreement may be amended only by the written consent of both parties.

XV. APPROVAL REQUIRED:

This Agreement shall not become effective or binding until approved by the Apache County Board of Supervisors and the Tohono O'odham Nation.

DONE THIS _____ DAY OF _____, 2019.

APACHE COUNTY


Chairman
Apache County Board of Supervisors

Date: 11/2/19

TOHONO O'ODHAM NATION

Ned Norris, Jr., Tribal Chairman
Tohono O'odham Nation

Date: _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development
Date/Signature: 16/ Sep/2021 Matthew J. L.

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

PUBLIC HEARING, discussion and possible approval of Amending Apache County Ordinance Article 4, creating Section 436 Utility Renewable Energy Systems Ordinance for the purpose of establishing requirements for the development of utility-scale renewable energy production facilities. P&Z Commission unanimously recommended approval September 2, 2021

BOS Meeting Date Requested October 5, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature

[Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Approved by the Board of Supervisors October 5, 2021

Section 436. Introduction and purpose

A. The purpose of this section is to:

1. Specify Conditional Use Permit (CUP) application requirements for the development of utility-scale renewable energy production facilities, while providing a uniform and comprehensive set of standards for the entitlement and operation of commercial-scale renewable energy systems. These production facilities include but are not limited to: utility-scale wind energy projects, utility-scale solar energy projects. Utility-scale wind and solar projects must have actual or planned generating capacity of at least one megawatt. The ordinances and permits contained herein are designed to promote the development of commercial renewable energy systems, and to promote the economic and environmental health of Apache County.
2. Establish standards for the permitting, construction, operation, maintenance, and decommissioning of utility-scale renewable energy generation facilities.

B. This section does not apply to personal or institutional renewable energy generation equipment that is intended to generate electricity or heat water for use primarily on the property on which the equipment is located, or to facilities with an actual or planned generating capacity of less than one megawatt. These include but are not limited to: small wind energy systems, small solar energy systems, including ground-mounted systems, roof-mounted systems, pole mounted systems, and systems affixed to shade structures located over parking areas.

Section 437. Definitions

A. The following terms are defined as follows for purposes of this section. Other definitions may be found in Article 2.

Utility-Scale Renewable Energy Production Facility – A Utility-scale energy system used to generate electricity for off-site customers tied into the local electrical grid. With the actual or planned ability to generate at least one megawatt. The term does not include stand-alone wind, or solar electricity generating systems primarily for on-site residential, institutional, or agricultural use which does not feed residual power into the electrical grid as defined by the Arizona Corporation Commission.

Utility-Scale Solar Energy Project – An energy generation facility using solar energy from the sun to generate electricity by photovoltaic effect using photoelectric cells, also known as solar panels, to generate electricity for off-site customers tied into the local electrical grid, with the actual or planned ability to generate at least one megawatt. The term does not include stand-alone solar electricity generating systems primarily for on-

Approved by the Board of Supervisors October 5, 2021

site residential, institutional, or agricultural use which does not feed residual power into the electrical grid as defined by the Arizona Corporation Commission.

Utility Scale Wind Energy Projects - An energy generation facility using wind technology and consisting of one or more wind turbines and accessory structures and buildings, including substations, anemometers and associated electrical infrastructure, with an actual or planned generating capacity of at least one megawatt. The term does not include stand-alone wind electricity generating systems primarily for on-site residential, institutional, or agricultural use which does not feed residual power into the electrical grid as defined by the Arizona Corporation Commission.

Photovoltaic Cells/Solar Panel - An electrical system or device that converts the energy from the sun directly into electricity by the photovoltaic effect using photoelectric cells, also known as solar panels.

Project boundary - The boundary of a Renewable Energy Generation project as set forth in the project site plan and incorporated into the CUP.

Setback distance - The distance from the center of a wind turbine electrical generator tower foundation or from one to two edges of a solar photovoltaic system to the nearest property line, edge of a public road right-of-way or railroad right-of-way, third-party transmission line, above-ground pipeline, communication tower, other structure or other boundary established by Apache County.

Wind turbines (or towers) - A wind energy system that uses the wind to turn a set of aerodynamic blades or devices attached to an electric generator or turbine. The term does not include small wind turbines used primarily to generate electricity for on-site residential, institutional, commercial, or agricultural use.

Section 438. Zones in which allowed / CUP required

- A. Renewable Energy Generation facilities are allowed only in the A-General and Industrial Zones subject to securing a CUP and to the applicable site development standards set forth herein. The CUP application shall comply with Article 11 of the Apache County Zoning Ordinance

Section 439. General development standards for Renewable Energy Generation facilities

- A. A minimum of on-site roadways shall be constructed. Temporary access roads and excess roadway widths for initial equipment/facility installation shall be re-vegetated, using native species plants and seeds, to a pre-project condition (to the extent reasonably possible) after completion of installation as a condition of the CUP. The applicant shall submit a plan of all proposed roads, temporary and permanent, for review and approval with the CUP application.

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- B. Electrical collector lines, which connect electricity generation devices to any substations, shall be placed underground except where (a) they cross sensitive biological or archaeological resources, such as canyons, wetlands or sites eligible for the national register, or rugged terrain that would prevent the use of underground trenching technology, (b) project terrain is found to be unsuitable, as determined by the applicant and confirmed by the County Engineer, or (c) burying the lines would violate applicable laws or regulations. In these cases, collector lines will be allowed above ground subject to approval through the CUP. Utility lines serving the electricity or phone requirements of buildings shall be placed in accordance with the utility's easement requirements.
- C. Renewable Energy Generation projects shall include fire control and prevention measures as outlined in the Uniform Fire Code and as required by the local Fire District or State Fire Marshall.
- D. Renewable Energy Generation projects shall comply with applicable Federal Aviation Administration (FAA) lighting, navigation, and other requirements. Lighting shall be the minimum required by FAA regulations or other public safety considerations. The use of low-intensity, red pulsating/blinking lighting is preferred so long as consistent with FAA regulations. The use of strobes and strobe-type lighting for nighttime use is prohibited unless specifically required by the FAA.
- E. Renewable Energy Generation projects shall comply with applicable Federal Communication Commission (FCC) requirements, including those applicable to microwave communication links in the vicinity. Renewable Energy Generation facilities shall minimize and mitigate telecommunication interference (electromagnetic fields and communications interference generated by the project). No interference with public communication systems shall be allowed.
- F. Towers, generator housings, hubs, blades, and solar panel stands shall be painted a non-reflective, unobtrusive color which shall complement the surrounding landscape, including but not limited to white, off-white, beige or tan. The design of other buildings and other structures shall, to the extent reasonably feasible and consistent with public safety, use materials, colors, textures, screening, and landscaping that will blend the facility into the existing environment.
- G. Towers and solar panels shall be designed so as not to attract nesting birds or serve as perches for raptors. The CUP holder shall refer to the Arizona Game and Fish Department's and the U.S. Fish and Wildlife Services' wind guidelines that have been developed to aid the project proponents in reducing impacts to wildlife.
- H. A letter from the Arizona Game and Fish Department will be required prior to scheduling of the CUP application for a hearing before the Planning and Zoning Commission, detailing the agency's comments and/or recommendations for the project. Pre-construction and post-construction wildlife studies, if required, shall be developed and

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performed through direction given by the Arizona Game and Fish Department or U.S. Fish and Wildlife Service guidelines.

- I. All Renewable Energy Systems must be designed and constructed, to the greatest extent feasible, to prevent interior/exterior access by the public and shall have interior ladders and locking doors.
- J. Experimental or prototype wind towers or solar panels are prohibited. All must be standard production models commercially available from the manufacturer.
- K. Wind turbine designs with blades downwind of the tower are prohibited.
- L. For construction and permit purposes, all wind towers and solar panels shall conform to the regulations for the applicable seismic zone of the building code.
- M. Documentation confirming an interconnection agreement, or a power purchase agreement (or equivalent agreements) shall be required prior to issuance of any building or construction permits.
- N. All necessary building, grading and other permits shall be obtained from the Apache Community Development Department prior to any site preparation or construction. All wind towers, solar panels and other structures shall comply with all applicable county, state and federal laws, ordinances, and regulations.
- O. No building or structure may be constructed or occupied prior to full compliance with all applicable Community Development Department requirements, including but not limited to requirements concerning grading and drainage plans, flood control requirements, and the issuance of building and other permits for the proposed structures.
- P. Floodplain Use Permits (where required) for any development in a floodplain shall be obtained through the Flood Control District prior to any such development.
- Q. Signs associated with the project are limited to one project identification, information, interpretive and address sign of not more than 24 square feet located on the project site at each point of ingress and egress. No other signs shall be installed except for required warning and directional signs. Limited logos and/or manufacturer names shall be permitted on the generator housing or hub. No other advertisements, prominent logos, or other prominent messages are allowed on any tower, blade, generator housing, hub or any other part of any structure. Signage shall not be used for advertising. Prior to installation of any signs, the CUP holder shall obtain sign permits from the Community Development Department for all signs for which permits are required. All sign requirements are found in Apache County Ordinance Article 7.

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- R. Project fencing, if applicable, shall include minimum 18-inch by 18-inch signs warning of the presence of high voltage. Such signs shall be located a maximum of 300 feet apart and at all points of site ingress and egress. Projects without fencing shall place such warning signs on each transformer building and all points of ingress and egress. Project fencing, if applicable, shall be a minimum of six feet and maximum of eight feet in height (excluding barbed wire or cyclone wire fencing, which is permissible).
- S. Apache County reserves the right to contract with a qualified third-party consultant for the review and evaluation of the proposed project and any of the application materials, particularly the sound study. The selection of a consultant shall be made in consultation with the applicant, with a mutually agreed-upon "not to exceed" contract amount prior to final selection of the consultant. The cost for any such review shall be reimbursed to Apache County by the applicant before any building permit is issued. Additionally, and if deemed necessary, the reasonable cost for any third-party review(s) of any long-term monitoring or response to complaints or operational changes shall be reimbursed to Apache County by the CUP holder within 30 days after written demand by the County. In such cases Apache County shall provide written notice of the use of a third-party consultant to the applicant prior to such use.
- T. Concentrated reflections or glare for solar panels and wind turbines shall be constructed to minimize glare at occupied structures, recreation areas, roads, highways or airport flight landing or takeoff areas.

Section 440. Termination and Decommissioning:

- A. If the applicant ceases operation of the energy project or begins, but does not complete, construction of the project, the applicant shall restore the site according to a plan approved by Apache County Board of Supervisors.
 - 1. The applicant shall submit a plan that ensures that the site will be restored to a useful, non-hazardous condition without significant delay, including but not limited to the following:
 - i. Removal of aboveground and underground equipment, structures, and foundations to a depth of at least three feet below grade. Underground equipment, structures and foundations need not be removed if they are at least three feet below grade and do not constitute a hazard or interfere with agricultural use or other resource uses of the land.
 - ii. Restoration of the surface grade and soil after removal of aboveground structures and equipment.
 - iii. Removal of graveled areas and access roads.
 - iv. Restoration of surface grade and soil.
 - v. Re-vegetation of restored soil areas with native seed mixes, plant species suitable to the area, consistent with the Apache County's weed control plan.

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- vi. For any part of the energy project on leased property, the plan may incorporate agreements with the landowner regarding leaving access roads, fences, gates, or buildings in place or regarding restoration of agricultural crops or forest resource land.
- vii. The plan must provide for the protection of public health and safety and for protection of the environment and natural resources during site restoration.
- viii. The plan must include a schedule for completion of site restoration work.
- 2. Before beginning construction of the energy project, the applicant must submit a bond in a form and amount satisfactory to Apache County.
 - i. The bond shall be in the name of the applicant, landowner and Apache County assuring the availability of adequate funds to restore the site to a useful, non-hazardous condition, if the operator fails or is otherwise unable to restore the site as required by the permit.
- 3. The amount of the bond should be adjusted for inflation using the U.S. Gross Domestic Product Implicit Price Deflator. The applicant shall increase the amount of the bond annually by the percentage increase in the Index and shall pro-rate the amount within the year to the date of retirement. If at any time the Index is no longer published, Apache County shall select a comparable index for adjusting the amount.
- 4. The bond holder shall describe the status of the bond in an annual report submitted to the Apache Community Development Department.
- 5. The bond may not be subject to revocation or reduction before retirement of the energy project site.

Section 441. Noise requirements and mitigation measures

A. Audible sound limits:

- 1. Audible noise due to project operations shall not exceed the greater of: (a) 55 dBA LAeq,10; or (b) the measured background, LA90,10 plus 5 dB, as measured at the exterior at any legal residence, school, library or hospital in existence at the time of approval of the CUP.
- 2. If sound levels resulting from a proposed facility exceed the criteria specified above, a waiver may be granted by the Board of Supervisors

B. Before a CUP is issued, the applicant's independent consultant shall complete a sound evaluation by determining existing (pre-project) background sound levels and forecasting ambient sound levels anticipated upon completion of the facility

Approved by the Board of Supervisors October 5, 2021

Section 442. Setbacks.

- A. The minimum safety setback distance, location and spacing requirements for Wind Energy Generation facilities shall be as follows: As used herein, "total tower height" means the height as measured from the finished foundation to the top of the structure, including the uppermost extension of any blade (i.e., "straight up").
- B. Wind towers shall be placed in accordance with the greater of the applicable setback and location requirements as set forth below:
 - 1. Setbacks shall be such that the sound standards established in Section 441 A. will not be exceeded. The proposed energy project needs to comply with the noise regulations found in section 441 A. and Apache County reserves the right to require the applicant to submit a qualified third part expert's analysis and written report for audible noise due to project construction and operations.
 - 2. Setback to existing residence: Individual wind towers shall be placed within the project boundary at least 1/2-mile (2640 feet) from an existing residence that is located outside of the project boundary.
 - 3. Individual wind towers shall be placed at least 1.1 times (110%) the total tower height from the project boundary.
 - 4. A minimum set back as determined by local EMS and local fire district. will be required on all commercial solar projects.
 - 5. The applicant agrees to implement fire protection measures for the construction and operation of the energy project that are acceptable to the [county/city] and other land management agencies adjacent to the proposed energy project, if any. For power generation projects, the applicant must have an approved fire prevention or protection plan in place with the [county/city] or local fire protection district during construction and operation. A copy of the approval shall be included with the CUP application.
 - 6. Setbacks related to areas within or outside the project boundary:
- C. Individual wind towers or solar panels shall be set back from any public or publicly maintained roadway (as measured to the nearest edge of the right-of-way) at least 1.1 times (110%) the total tower height.
- D. Railways, utility lines, interior phase lines and structures: Individual wind towers shall be set back from any railway (as measured to the nearest edge of the right-of-way), or from any utility line (above or below ground - as measured to the nearest edge of the utility easement), or from any interior phase line or structure (regardless of use), at least 1.1 times (110%) the total tower height.

Approved by the Board of Supervisors October 5, 2021

- E. All wind energy systems proposed to be located within four (4) miles from the nearest point of the nearest runway of the nearest airport, the applicant shall comply with all the requirements imposed by the Federal Aviation administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments, prohibitions, and requirements, if any, for the proposal.
- F. Interference with Communications the operation of the energy project would not create conditions that unduly reduce or interfere with public or private television, radio, telemetry, or other electromagnetic communication signals. If undue reduction or interference occurs, the applicant must restore reception to the level present before operation of the energy project
- G. The minimum setbacks from the project boundary for all non-electrical generating systems uses and structures (such as administrative buildings, meteorological or anemometer towers, maintenance buildings, operations buildings, transformers, etc.) shall conform to the setback requirements for the zone in which the use or structure is located.
- H. The Board of Supervisors may approve a reduction in the setback requirements set forth above in accordance with any or a combination of the following circumstances:
 - 1. The project shares a common property line with another approved Renewable Energy Generation facility.
 - 2. An irrevocable written consent from an affected property owner has been obtained, stating that the owner is aware of the proposed facility and the setback requirements imposed by this section, that consent is granted to allow lesser setbacks than those specified herein, and that such consent will be memorialized in a notice recorded with the Apache County Recorder to notify future owners of the subject property that setbacks are less than those specified herein.
 - 3. An adjacent property owner who is also pursuing the development of a Renewable Energy Generation facility or similar use has filed a letter of consent to the proposed setback reduction with the Community Development Department.
 - 4. The parcel on which the project is located, and an adjacent parcel are held in common ownership.
 - 5. The current use of an adjacent property generates sound more than that permissible for the Renewable Energy Generation facility under the terms of this section.
- I. Setback areas may be used for access within the development but are otherwise to remain in their current vegetative state.

Approved by the Board of Supervisors October 5, 2021

Section 443. Use of CUP, terms, and conditions.

- A. Any Renewable Energy Generation facility that is granted a CUP shall be developed in accordance with the schedule for development and stipulations set forth in the CUP.
- B. A CUP for a Renewable Energy Generating facility will need to be reviewed every 60-months, additional reviews shall be at the directors' discretion. The fee may be waved so long as the previous CUP issued has not expired.
- C. A CUP for a Renewable Energy Generation facility shall be granted in the name of the applicant and may be transferred or assigned to a new holder with notification to the Community Development Department. The new holder shall be obligated to agree to all existing conditions and shall provide adequate bond as outlined in Section 439.T.1.b to demonstrate that the new holder assumes the financial obligations and the financial ability to fulfill the obligations as specified in the CUP.

Section 444. CUP Suspension and Revocation

- A. Any CUP issued pursuant to this section may be suspended or revoked in whole or part by the Board of Supervisors for material non-compliance with the requirements of this section or the stipulations set forth in the CUP. A CUP shall be subject to suspension or revocation at a duly noticed public hearing only if the CUP holder has failed to cure the material non-compliance after no less than 30 days' written notice of such non-compliance from the Community Development Director.
- B. If a Renewable Energy Generation facility becomes unsafe or inoperable, the CUP is likewise subject to suspension or revocation by the Board of Supervisors as follows:
 - 1. An "Inoperable Renewable Energy Systems Facility" is one that does not generate at least one megawatt of electricity for 360 consecutive days, unless such non-generation is due to an act of nature, declared emergency or other cause beyond the reasonable control of the CUP holder or unless the CUP holder demonstrates that modernization, rebuilding, or repairs are in progress or are planned and will be diligently completed.
 - 2. An "unsafe Renewable Energy Generation facility" is one that has been found by a state or federal administrative agency or a court of competent jurisdiction to have materially violated applicable health or safety laws, unless the CUP holder demonstrates that measures to cure such violations are in progress or are planned and will be diligently completed.

Approved by the Board of Supervisors October 5, 2021

3. Every unsafe or inoperable Renewable Energy Generation facility is hereby declared to be a public nuisance per se which shall be subject to abatement by all available legal and equitable remedies.
 4. Upon a complaint to the Community Development Department that a Renewable Energy Generation Facility is inoperable or unsafe, the Board of Supervisors shall *convene* a public hearing as soon as possible after written notice to the CUP holder. Pending a final determination that the facility is inoperable or unsafe, the Board may suspend the CUP in whole or part or impose such conditions as may be appropriate to protect the public health, safety, and welfare. Upon a final determination that the facility is inoperable or unsafe, the Board may suspend or revoke the CUP in whole or part or impose such conditions as may be appropriate to protect the public health, safety, and welfare.
- C. No later than 30 days after the revocation or expiration of the CUP, the decommissioning plan shall be implemented, and decommissioning shall proceed diligently to completion. The time for decommission shall be determined by a Professional Engineer registered in the State of Arizona. If decommissioning has not started within 30 days of revocation or expiration of the CUP Apache County may seek redress of the bond.

Section 445. Joint agency approvals

- A. If the applicant is also applying to the State of Arizona, U.S. Bureau of Land Management (BLM) Forest Service (USFS) or other federal agency for a right-of-way grant, lease or any other form of authorization or approval for a renewable energy project in Apache County to be located in whole or part on land managed by the State, BLM, USFS or other federal agency, or the applicant is also applying to the Western Area Power Administration or other federal power marketing agency (PMA) for an interconnection or transmission agreement for a renewable energy project in Apache County. Then the applications may be jointly considered by the Planning and Zoning Commission and Board of Supervisors and the State, BLM, USFS, other federal agency or PMA (including without limitation joint hearings and coordinated application and mitigation requirements), and any and all findings, reports, studies, statements, assessments or analyses issued, approved or adopted by the State, BLM, USFS, other federal agency or PMA, including any mitigation measures required by any of those agencies, may be considered and adopted by the Planning and Zoning Commission and the Board of Supervisors in connection with the CUP application.
- B. Article 4 does not purport to regulate renewable energy generation projects on state or federal land except insofar as state or federal agencies may require compliance with Apache County zoning requirements as part of their own application processes.

Approved by the Board of Supervisors October 5, 2021

- C. In the event of any inconsistency between any requirement of this Section 445 and any requirement of state or federal law, now or in the future, the state or federal requirement shall control, and this section shall be interpreted and applied consistently therewith.

Section 446. Public Outreach.

As part of the CUP review and approval process, and to ensure adequate public outreach, the applicant shall do the following:

A. Provide the following:

1. A list of all property owners of record within one mile of the project boundary, with current contact mailing address information.
 2. A list of all property owners of record within a minimum of 300 feet of each access route to the project from a public roadway, as well as within 300 feet of each public roadway that requires any improvements in connection with the project, with current contact mailing address information.
 3. Notice by first class mail to all property owners listed under subparagraphs (1) and (2) above, such notice to include a narrative description of the project, identification of transportation routes, vicinity map showing surrounding properties, and a layout of the proposed facility and accessory buildings indicating setback distances to property lines.
 4. Notice by first class mail to all incorporated and unincorporated community officials within three miles of the project boundary. Officials may include, mayors, city councils, community development, board of supervisors, planning and zoning commissions, or local fire officials.
- B. Schedule, publicize and conduct at least two public meetings (in collaboration with neighborhood groups and property owner associations, where available) in the project area at least 30 days before the Planning and Zoning Commission hearing as outlined in Apache County Ordinance Article 11.
- C. Establish a web site or ". ftp" site, linked to the Apache County web site if possible, giving a summary of the project (site plan, context plan and summary description) and applicant contact information before holding the first public meeting as required above. Provide a mechanism on this site for the submission of public comments.
- D. Provide a contact name and telephone hotline, the details of which are printed on a prominent sign at each project entrance and maintained on record with the Community

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Development Department, by which citizens can leave comments and complaints 24 hours a day for the life of the project. The CUP holder shall take all reasonable efforts to review and address (including returning the call when appropriate) all non-urgent messages within 72 hours and all urgent messages within 24 hours. Provide the County with a monthly summary of complaints and the way they were addressed.

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MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE, UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction to the highest bidder in the courtyard of the Navajo County Governmental Complex located at 100 E. Code Talkers Dr., Holbrook, AZ 86025, on 10/28/2021 at 2:00 PM of said day:

LOT 42, OF PINETOP LAKES COUNTRY CLUB UNIT TWO, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF NAVAJO COUNTY, ARIZONA, RECORDED IN BOOK 11 OF PLATS, PAGE 18.

Per A.R.S. Section 33-803 (A)(2) the successor trustee appointed here qualifies as a Trustee of the trust deed in the Trustee's capacity as a member of the State Bar of Arizona.

ACCORDING TO THE DEED OF TRUST OR UPON INFORMATION SUPPLIED BY THE BENEFICIARY, THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO A.R.S. SECTION 33-808(C):

Street address or identifiable location:
3211 SOARING EAGLE WAY
PINETOP, AZ 85935

A.P.N.: 411-72-042
Original Principal Balance:
\$615,000.00

Name and address of original trustor:
(as shown on the Deed of Trust)
DANIEL J. FAUBION AND VALERIE L. FAUBION, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
3211 SOARING EAGLE WAY
PINETOP, AZ 85935

Name and address of beneficiary:
(as of recording of Notice of Sale)
US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust, by: Fay Servicing, LLC, as attorney in fact
1601 Lyndon B Johnson Freeway, Suite 150
Farmers Branch, TX 75234-6519

NAME, ADDRESS & TELEPHONE NUMBER OF TRUSTEE:
(as of recording of Notice of Sale)

Joseph J. Tirello, Jr., a member of the State Bar of Arizona
ZBS Law, LLP
3550 N. Central Ave., Ste. 625
Phoenix, Arizona 85012
Phone Number: (602) 282-6188

SALE INFORMATION
Sales Line: (714) 848-9272
Website:
www.elitepostandpub.com

Dated: 7/20/2021

Joseph J. Tirello, Jr., a member of

Notary Public

EPP 33143 9/10, 9/17, 9/24, 10/1/2021

Published in the White Mountain Independent: #119472, F, September 10, September 17, September 24, October 1, 2021

NOTICE IS HEREBY GIVEN that a public auction will be held to sell all of the membership interest of Hopefaith Center Corporation in Pine Top Holdings, LLC, an Arizona limited liability company, on October 19, 2021, at 1:00 p.m. at the law offices of Sherman & Howard, LLC, 201 E. Washington St., Phoenix, AZ 85004. The sale will be conducted by Hospice Management Services, LLC, the secured party under a UCC security agreement, who can be contacted through its counsel Gregory W. Falls or Sean M. Moore at (602) 240-3000.

Published in the White Mountain Independent: #119490, F, September 17, September 24, October 1, October 8, 2021

ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY
COMPANY

ENTITY INFORMATION
ENTITY NAME: JOLLEY WHITE MOUNTAIN PROPERTY MANAGEMENT LLC
ENTITY ID: 23232675

ENTITY TYPE: Domestic LLC
EFFECTIVE DATE: 06/07/2021

CHARACTER OF BUSINESS:

Any legal purpose
MANAGEMENT STRUCTURE:
Member-Managed

PERIOD OF DURATION: Perpetual

PROFESSIONAL SERVICES:

N/A

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME:

United States Corporation Agents, Inc.

PHYSICAL ADDRESS: 17470 N. Pacesetter Way, SCOTTSDALE, AZ 85255

MAILING ADDRESS: 17470 N. Pacesetter Way, SCOTTSDALE, AZ 85255

PRINCIPALS ADDRESS

1996 N Lake Breeze Rd., LAKESIDE, AZ 85929

PRINCIPALS

Member: Jason L. Jolley - 1996 N Lake Breeze Rd., LAKESIDE, AZ, 85929, USA - - Date of Taking Office:

ORGANIZERS

Legalzoom.com, Inc.: 101 N Brand Blvd., 11th Floor, GLENDALE, CA, 91203, USA,

SIGNATURES

Organizer: By: Cheyenne Moseley, Asst. Secretary of Legalzoom.com, Inc., A Delaware Corporation - 06/07/2021

Published in the White Mountain Independent: #120012, T, F, September 17, September 21, September 24, 2021

ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY
COMPANY

ENTITY INFORMATION

ENTITY NAME: ATTENTIVE INVESTMENTS LLC

ENTITY ID: 23255704

ENTITY TYPE: Domestic LLC

Published in the White Mountain Independent: #120012, T, F, September 17, September 21, September 24, 2021

ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY
COMPANY

ENTITY INFORMATION

ENTITY NAME: ATTENTIVE INVESTMENTS LLC

ENTITY ID: 23255704

ENTITY TYPE: Domestic LLC

Published in the White Mountain Independent: #120012, T, F, September 17, September 21, September 24, 2021

ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY
COMPANY

ENTITY INFORMATION

ENTITY NAME: ATTENTIVE INVESTMENTS LLC

ENTITY ID: 23255704

ENTITY TYPE: Domestic LLC

Published in the White Mountain Independent: #120012, T, F, September 17, September 21, September 24, 2021

Drive, LAKESIDE, AZ, 85929, USA, babcpa@frontiernet.net
SIGNATURES

Organizer: Brian A Brimhall - 08/04/2021

Published in the White Mountain Independent: #120037, T, F, September 17, September 21, September 24, 2021

The Apache County Board of Supervisors will hold a meeting on Tuesday October 5, 2021 at 8:30 a.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, discussion and possible approval of Amending Apache County Ordinance Article 4, creating Section 436 Utility Renewable Energy Systems Ordinance for the purpose of establishing requirements for the development of utility-scale renewable energy production facilities.

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

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

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

Published in the White Mountain Independent: #120221, F, September 17, September 24, 2021

BID NOTICE

SEALED BIDS ARE BEING SOLICITED BY APACHE COUNTY FOR CULVERT CLEANING.

BID SPECIFICATIONS FOR BID #202110 MAY BE OBTAINED BY CONTACTING THE APACHE COUNTY ENGINEERING DEPARTMENT, P.O. BOX 238, ST. JOHNS, AZ 85936 OR MAY BE PICKED UP AT 75 WEST CLEVELAND, ST JOHNS AZ, IN THE ANNEX BUILDING.

BID DEADLINE FOR BID #202110 IS 9:00 AM, TUESDAY OCTOBER 12TH, 2021 AT WHICH TIME A PUBLIC BID OPENING WILL BE HELD. SEND BIDS TO THE ABOVE ADDRESS IDENTIFIED ON THE ENVELOPE AS "BID # 202110.....CULVERT CLEANING".

THE BOARD OF SUPERVISORS WILL AWARD THE BID ON TUESDAY OCTOBER 13TH 2021.

THE BOARD OF SUPERVISORS RESERVES THE RIGHT TO REJECT PART OR ALL OF THE BID.

Published in the White Mountain Independent: #120243, F, September 17, September 24, 2021

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Matthew Felt

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 a Memorandum of Agreement between members of a Brownfields Assessment Coalition with regards to EPA Cooperative No. BE-98T22501 awarded by the EPA on May 11, 2021. The grant period is October 1, 2021, to September 20, 2024, in the amount of \$600,000.

BOS Meeting Date Requested 5, October 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

[Signature]

Finance Review:

Signature

[Signature]

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT
BETWEEN THE FOLLOWING PARTIES:
APACHE COUNTY AND City of Eagar Arizona**

This Memorandum of Agreement documents the roles and responsibilities of the parties involved in the Brownfield Assessment Coalition with regards to EPA Cooperative Agreement No. BF-98T22501 awarded by EPA on May 11, 2021. The Cooperative Agreement was awarded to the Lead Coalition Member –APACHE COUNTY. The grant period is October 1, 2021 to September 30, 2024.

1. As the Lead Coalition Member, APACHE COUNTY is accountable to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring all Coalition Members comply with the terms and conditions.
2. It is the responsibility of APACHE COUNTY to provide timely information to the Coalition Members regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
3. In addition to APACHE COUNTY the Coalition Members include the cities of Eagar, Holbrook, Pinetop-Lakeside, St. Johns, and Springerville. Contact information for the lead project representative on behalf of each Coalition Member is as follows:

APACHE COUNTY

Matthew Fish
Apache County Community Development Director
Address: 75 W. Cleveland St.
St. Johns, AZ 85936
Phone: 928 337 7526
Email: mfish@co.apache.az.us

COALITION MEMBER #1 – CITY OF EAGAR

Jeremiah Loyd, Community Development Director
Matt Mears, Town Manager
Address: PO Box 1300
Eagar, AZ 85925
Phone: (928) 333-4128 x221
Email: j.loyd@eagaraz.gov m.mears@eagaraz.gov

COALITION MEMBER #2 – CITY OF HOLBROOK

Ted Soltis, City Manager
Address: PO Box 970
Holbrook, AZ 86025
Phone: (928)524-6225
Email: ted@ci.holbrook.az.us

**BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT
BETWEEN THE FOLLOWING PARTIES:
APACHE COUNTY AND City of Holbrook Arizona**

This Memorandum of Agreement documents the roles and responsibilities of the parties involved in the Brownfield Assessment Coalition with regards to EPA Cooperative Agreement No. BF-98T22501 awarded by EPA on May 11, 2021. The Cooperative Agreement was awarded to the Lead Coalition Member –APACHE COUNTY. The grant period is October 1, 2021 to September 30, 2024.

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APACHE COUNTY

Matthew Fish
Apache County Community Development Director
Address: 75 W. Cleveland St.
St. Johns, AZ 85936
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COALITION MEMBER #1 – CITY OF EAGAR

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Matt Mears, Town Manager
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Eagar, AZ 85925
Phone: (928) 333-4128 x221
Email: j.loyd@eagaraz.gov m.mears@eagaraz.gov

COALITION MEMBER #2 – CITY OF HOLBROOK

Ted Soltis, City Manager
Address: PO Box 970
Holbrook, AZ 86025
Phone: (928)524-6225
Email: ~~ted@ci.holbrook.az.us~~ soltis@holbrookaz.gov

**BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT
BETWEEN THE FOLLOWING PARTIES:
APACHE COUNTY AND the Town of Pinetop-Lakeside Arizona**

This Memorandum of Agreement documents the roles and responsibilities of the parties involved in the Brownfield Assessment Coalition with regards to EPA Cooperative Agreement No. BF-98T22501 awarded by EPA on May 11, 2021. The Cooperative Agreement was awarded to the Lead Coalition Member –APACHE COUNTY. The grant period is October 1, 2021 to September 30, 2024.

1. As the Lead Coalition Member, APACHE COUNTY is accountable to EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring all Coalition Members comply with the terms and conditions.
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Matthew Fish
Apache County Community Development Director
Address: 75 W. Cleveland St.
St. Johns, AZ 85936
Phone: 928 337 7526
Email: mfish@co.apache.az.us

COALITION MEMBER #1 – CITY OF EAGAR

Jeremiah Loyd, Community Development Director
Matt Mears, Town Manager
Address: PO Box 1300
Eagar, AZ 85925
Phone: (928) 333-4128 x221
Email: j.loyd@eagaraz.gov m.mears@eagaraz.gov

COALITION MEMBER #2 – CITY OF HOLBROOK

Ted Soltis, City Manager
Address: PO Box 970
Holbrook, AZ 86025
Phone: (928)524-6225
Email: ted@ci.holbrook.az.us

**BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT
BETWEEN THE FOLLOWING PARTIES:
APACHE COUNTY AND City of St Johns Arizona**

This Memorandum of Agreement documents the roles and responsibilities of the parties involved in the Brownfield Assessment Coalition with regards to EPA Cooperative Agreement No. BF-98T22501 awarded by EPA on May 11, 2021. The Cooperative Agreement was awarded to the Lead Coalition Member –APACHE COUNTY. The grant period is October 1, 2021 to September 30, 2024.

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3. In addition to APACHE COUNTY the Coalition Members include the cities of Eagar, Holbrook, Pinetop-Lakeside, St Johns, and Springerville. Contact information for the lead project representative on behalf of each Coalition Member is as follows:

APACHE COUNTY

Matthew Fish
Apache County Community Development Director
Address: 75 W. Cleveland St.
St. Johns, AZ 85936
Phone: 928 337 7526
Email: mfish@co.apache.az.us

COALITION MEMBER #1 – CITY OF EAGAR

Jeremiah Loyd, Community Development Director
Matt Mears, Town Manager
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Eagar, AZ 85925
Phone: (928) 333-4128 x221
Email: j.loyd@eagaraz.gov m.mears@eagaraz.gov

COALITION MEMBER #2 – CITY OF HOLBROOK

Ted Soltis, City Manager
Address: PO Box 970
Holbrook, AZ 86025
Phone: (928)524-6225
Email: ted@ci.holbrook.az.us

**BROWNFIELDS ASSESSMENT COALITION
MEMORANDUM OF AGREEMENT
BETWEEN THE FOLLOWING PARTIES:
APACHE COUNTY AND City of Springerville Arizona**

This Memorandum of Agreement documents the roles and responsibilities of the parties involved in the Brownfield Assessment Coalition with regards to EPA Cooperative Agreement No. BF-98T22501 awarded by EPA on May 11, 2021. The Cooperative Agreement was awarded to the Lead Coalition Member –APACHE COUNTY. The grant period is October 1, 2021 to September 30, 2024.

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2. It is the responsibility of APACHE COUNTY to provide timely information to the Coalition Members regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
3. In addition to APACHE COUNTY the Coalition Members include the cities of Eagar, Holbrook, Pinetop-Lakeside, St Johns, and Springerville. Contact information for the lead project representative on behalf of each Coalition Member is as follows:

APACHE COUNTY

Matthew Fish
Apache County Community Development Director
Address: 75 W. Cleveland St.
St. Johns, AZ 85936
Phone: 928 337 7526
Email: mfish@co.apache.az.us

COALITION MEMBER #1 – CITY OF EAGAR

Jeremiah Loyd, Community Development Director
Matt Mears, Town Manager
Address: PO Box 1300
Eagar, AZ 85925
Phone: (928) 333-4128 x221
Email: j.loyd@eagaraz.gov m.mears@eagaraz.gov

COALITION MEMBER #2 – CITY OF HOLBROOK

Ted Soltis, City Manager
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Holbrook, AZ 86025
Phone: (928) 524-6225
Email: ~~ted@ci.holbrook.az.us~~ soltis@holbrookaz.gov

COALITION MEMBER #3 – TOWN OF PINETOP-LAKESIDE

~~Bridgette Blake~~ *Keith Johnson*
~~Contract Specialist/Benefits Coordinator~~ *Town Manager*

Address: 325 W. White Mountain Blvd.
Lakeside, AZ 85929

Phone: (928) 368-8696 ext. 225

Email: ~~bblake@pinetoplakesideaz.gov~~ *kjohnson@pinetoplakesideaz.gov*

COALITION MEMBER #4 – CITY OF ST. JOHNS

Chris Chiesl, Planning/Community Development Administrator

Address: PO Box 455

St. Johns, AZ 85936

Phone: 928-337-4517

Email: cchiesl@sjaz.us

COALITION MEMBER #5 – CITY OF SPRINGERVILLE

Heidi Wink, Interim Town Manager

Address: 418 E Main St

Springerville, AZ 85938

Phone: (928) 333-2656

Email: hwink@springervilleaz.gov

4. Activities funded through the Cooperative Agreement are described in the tasks outlined in the EPA-approved Brownfields Assessment Coalition Cooperative Agreement Work Plan dated June 28, 2021 (referred to as the "Work Plan" and provided as Attachment A). Project tasks outlined in the Work Plan include: 1) Project Management, Reporting and Other Eligible Activities; 2) Public Outreach and Involvement; 3) Site Inventory, Prioritization and Eligibility Approval; 4) Phase I and II Environmental Site Assessments (ESAs); and 5) Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Corrective Action Plans (CAPs) and Area-Wide Planning (AWP). APACHE COUNTY has retained Stantec Consulting Services Inc. as the prime consultant under 2 CFR 200.317–200.326 to undertake various activities funded through the Cooperative Agreement. APACHE COUNTY may also retain consultant(s) and contractor(s) in accordance with 2 CFR 200.317–200.326 to undertake various activities funded through the Cooperative Agreement and may award subgrants to other coalition members under 2 CFR 200.331(d) for assessment projects in their geographic areas. Subgrantees are accountable to APACHE COUNTY for proper expenditure of funds.
5. APACHE COUNTY advanced a qualifications-based procurement process in the fall of 2019 in compliance with 2 CFR 200.317–200.326 requirements to obtain the services of a consultant to assist with inventory and prioritization of brownfield sites, ESAs, site reuse/cleanup planning and AWP of brownfield-impacted areas. APACHE COUNTY issued a Request for Qualifications. A panel of APACHE COUNTY staff reviewed the proposal which was then ranked according to the pre-established, published set of evaluation criteria and selected Stantec Consulting Services Inc. (referred to as the "Consultant"). APACHE COUNTY maintained direct contact with the Coalition Members as part of the initial discussions on partnerships, potential sites, prioritization of sites, and consultant procurement.

6. APACHE COUNTY and Coalition Members will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed (including at least one site within the jurisdiction of each Coalition Member) over the life of the Cooperative Agreement. Selected sites will be submitted to the EPA for prior approval to ensure eligibility. The Work Plan (provided as Attachment A) identifies the number of Phase I and II ESAs, ABCAs and/or CAPs, and AWP anticipated to be completed.
7. Upon designation of the specific sites, it will be the responsibility of APACHE COUNTY to work with the Coalition Member in whose geographic area the site is located to finalize the scope of work for the Consultant or other contractor(s). It will be the responsibility of this Coalition Member to obtain all required permits, easements, and/or Property Access Agreements as may be necessary to undertake assessment activities at the selected site.
8. APACHE COUNTY is responsible for ensuring that other activities as negotiated in the Work Plan are implemented in accordance with a schedule agreed upon by APACHE COUNTY and the Coalition Member in whose geographic area the site to be assessed is located.
9. It will be the responsibility of each Coalition Member to respond to requests for work items and information in a timely manner to allow APACHE COUNTY to meet EPA compliance reporting deadlines and other project deadlines.

EFFECTIVE: October 1, 2021

This MEMORANDUM OF AGREEMENT for the Brownfields Assessment Coalition led by APACHE COUNTY is agreed upon by the parties below.

APACHE COUNTY:

Signed by: Joe Shirley, Jr. County Administrator

Date

COALITION MEMBER #1 – City of Eagar

Signed by: Matt Mears, City Manager

Date

COALITION MEMBER #2 – City of Holbrook



9/7/21

Signed by: Ted Softis, City Manager

Date

COALITION MEMBER #3 - TOWN OF PINETOP-LAKESIDE



9/16/21

Signed by: Keith Johnson, City Manager

Date

COALITION MEMBER #4 – CITY OF ST JOHNS

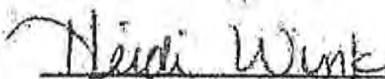


9/8/21

Signed by: Paul Ramsey, City Manager

Date

COALITION MEMBER #5 – SPRINGERVILLE



9.8.21

Signed by: Heidi Wink, City Manager

Date

ATTACHMENT A

Cooperative Agreement Work Plan

**U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS ASSESSMENT
PROGRAM**

**WORK PLAN FOR COOPERATIVE AGREEMENT #: BF-98T22501
October 1, 2021, to September 30, 2024**

FOR

**APACHE COUNTY COALITION
FOR COMMUNITY REVITALIZATION AND REUSE PROGRAM**

June 7, 2021

Prepared By:

Stantec
3133 West Frye Road, Suite 300
Chandler, Arizona
Dave Laney 480-687-6147
dave.laney@stantec.com

Prepared For:

Apache County Brownfield Coalition

Submitted by:

Apache County
Community Development Department
P.O. Box 238
7 5 West Cleveland
St. Johns, AZ 85936
Matthew Fish 928-337-7576
mfish@co.apache.az.us

1. RECIPIENT TITLE

Apache County Community Development Department

2. BACKGROUND

Apache County and its Coalition partners (the Cities of St Johns, Eagar, Holbrook, Pinetop-Lakeside and Springerville) will utilize grant funds to further brownfield assessment and redevelopment throughout the targeted communities (comprised of the Coalition partner cities). The Coalition may also examine sites in rural areas throughout Apache County, to assist other small communities that lack resources or municipal staff to address brownfields independently. The Coalition partners will incorporate site reuse option analyses and apply real estate strategy to prioritize opportunities and ensure the most feasible sites/redevelopment areas are selected for environmental site assessments (ESA), site cleanup/reuse planning and Area-Wide Planning (AWP) activities.

The Coalition will use the funding to establish an effective brownfields program to engage the community and create a comprehensive brownfield inventory, prioritize revitalization opportunities, perform Phase I/II ESAs and conduct planning activities. By creating organizational infrastructure, the Coalition will develop a process to assess and remediate sites and facilitate public-private partnerships necessary to complete revitalization efforts. The project will include assessment activities at priority brownfield sites in the targeted communities, including an estimated 14 Phase I ESAs and 8 Phase II ESAs; 7 Analysis of Brownfield Cleanup Alternatives (ABCAs)/Site-Specific Reuse Plan; an AWP for one priority brownfield-impacted area; and Hillcrest Apartments community health assessment.

3. GOALS AND OBJECTIVES

a. EPA Strategic Plan

This project supports EPA's Strategic Plan and GPRA Goal 3: Objective 1.3 Revitalize Land and Prevent Contamination - Provide better leadership and management to properly clean up contaminated sites to revitalize and return the land back to communities.

b. Project Goals

Project Goals: The goals of property redevelopment using grant funding are (1) economic development (workforce development and job creation), (2) preservation of historic properties, (3) creation of affordable housing, and (3) promotion of tourism.

Outputs: One project schedule; 6 ACRES updates; 12 Quarterly Progress Reports, 2 annual financial, Disadvantage Business Enterprise (DBE) reports, and 1 Project Closeout Report. 1 project webpage, 6 fact Sheets, 3 public information meetings, 6 Brownfield Advisory Committee (BAC) meetings. Also, a Brownfield Inventory Data Package and 14 brownfield Site ED Requests. One QAPP, 14 access agreements, 8 SAPs/HASPs, and 14 Phase I and 8 Phase II ESA Reports. Six ABCAs

and/or Site-Specific Reuse Plans and 2 AWP's.

Outcomes: The following short- and long-term outcomes are expected: (1) eight to 14 sites will be assessed, (2) three sites will be made ready for cleanup, (3) two sites will have property title transfers facilitated, (4) two sites will be redeveloped and (5) 20 jobs will be created or retained from redevelopment projects.

D. TASKS

A summary of the commitments, anticipated outputs and outcomes, anticipated completion dates, and estimated grant budget for each project task is provided in the table below.

Task 1: Project Management, Reporting & Other Eligible Activities

Commitments	Anticipated Outputs, Deliverables & Outcomes	Anticipated Completion Date(s)	Grant Budget Detail
Procure Qualified Environmental Professional (QEP): Prepare Request for Qualifications (RFQ), evaluate applications, conduct interviews & hire QEP	Outputs: - RFQ and documentation of meeting of open competition - Contract with QEP for grant implementation scope of services Outcomes: - High-quality products and services to meet project needs - Maintain a high level of work effort	QEP procurement was completed December 1, 2020 (in accordance with 2 CFR 200.317-326), and a team led by Stantec Consulting Services, Inc. (referred to as "Stantec" or "the Consultant") was selected.	Not applicable
Records: - Maintain grant files - Establish and maintain an administrative record - Maintain site project files - Maintain financial records	Outputs: - Accurate and complete files suitable for audit purposes Outcomes: - High-quality project records reflective of the work performed	Ongoing throughout grant term	Not applicable
Requests for Reimbursements or Advances	Outputs: - Forms submitted for payment Outcomes: - Reduce unliquidated obligations	Ongoing throughout grant term	Not applicable

Commitments	Anticipated Outputs, Deliverables & Outcomes	Anticipated Completion Date(s)	Grant Budget Detail
Project Management/Meetings: - Overall project oversight - Coordination of coalition members. - Conduct regular check-in meetings with EPA Project Officer - Conduct regular check-in meetings with Coalition and Consultant	Outputs: - Monthly or quarterly check-in meetings with EPA Project Officer - Monthly check-in meetings with Coalition and Consultant - Meeting agendas/notes & action items Deliverables: - MOA documenting the coalition's site selection process. Outcomes: - Regular communication regarding project status and next step	- Kick-off Meeting with EPA Project Officer: October 2021 - Kick-off Meeting with Coalition & Consultant: October 2021 - Regular check-in with EPA Project Officer, Coalition & Consultant meetings throughout the project term	Personnel: \$720 Fringe: \$480 Contractual: \$3,000 TOTAL: \$4,200
Reporting: - Prepare Quarterly Progress Reports (QPRs) - Prepare Disadvantaged Business Enterprise (DBE/MBE/WBE) reports - Prepare Federal Financial Report (FFR; SF425 form) - Enter site data in Assessment, Cleanup and Redevelopment Exchange System (ACRES) - Prepare final report describing how each item in the work plan was addressed and grant closeout material	Outputs & Deliverables: - QPRs and final closeout report - DBE/MBE/WBE reports - Update ACRES database - FFR and final closeout forms Outcomes: - Regular communication regarding project status and next steps - Current database for congressional reporting	- QPRs: Submit 30 days following the end of each quarter - Final Closeout Report: Submit 90 days following the end of the grant term - DBE/MBE/WBE forms: Submitted annually by 10/30 - FFRs: Submitted annually by 10/30 - ACRES property profiles: Ongoing updates as site activities occur	Personnel: \$1,680 Fringe: \$1,120 Contractual: \$22,000 TOTAL: \$24,800
Training: - Up to 2 Coalition personnel will attend one National Brownfields Conference - Up to 2 Coalition personnel will attend one Regional Brownfields Workshop/Conference	Outputs: - Attend up to two brownfields conferences/workshops/trainings Outcomes: - Improve brownfields knowledge and expand networking opportunities	2021-2024	Travel: \$4,000 TOTAL: \$4,000
TASK 1 TOTAL: \$33,000			

Task 2: Public Outreach & Involvement/Site Inventory & Prioritization

Commitments	Anticipated Outputs, Deliverables & Outcomes	Anticipated Completion Date(s)	Grant Budget Detail
Develop Marketing Materials: - Create fact sheets/brochures targeting private and public property owners, lenders, and developers - Develop Site Assessment Process Guide for stakeholders/property owners detailing what to expect if grant-funded activities are approved for their property - Create a Site Nomination Form for property owners/stakeholders to nominate sites for use of grant funds - Create example Property Access Agreement for property owners - Create a project webpage with brownfields information and resources	Outputs & Deliverables : - Community Involvement Plan - Individual fact sheet prepared for community members and property owners - Site Assessment Process Guide for property owners and stakeholders - Site Nomination Form - Property Access Agreement template - Easy to navigate, informative webpage - Up to 2-3 community meetings per year - Public meeting agendas and minutes Outcomes: - Up-to-date marketing tools to promote project work and disseminate information - Improve community knowledge of brownfield-related issues - Promote/describe opportunities for public involvement	- Site Nomination Form: 10/2019 - Property Access Agreement Template: 10/2021 - Fact Sheets: 12/2021 - Site Assessment Process Guide: 12/2021 - Project webpage: Published 12/2021 & regularly updated - Other materials: Develop as needed - Public Notices: Develop as needed to announce public meetings, etc.	Personnel: \$1,620 Fringe: \$1,080 Contractual: \$4,500 TOTAL: \$7,200
Brownfields Advisory Committee (BAC) & Community Meetings: - Establish BAC (comprised of local government partners, property and business owners and community-based organizations [CBOs]) and host regular meetings - Seek additional projects partners to join the BAC throughout the project - Meet with local CBOs and/or attend local meetings	Outputs: 2-3 BAC meetings/year, including meeting agendas, presentation materials, posters, attendance lists, meeting notes, etc. - Presentations at other community meetings/events (as appropriate) Outcomes: - An active and motivated workgroup driving Brownfields initiatives - Improve community knowledge of brownfield-related issues and identify potential brownfield sites - Solicit, discuss and	- BAC Kick-off meeting: 02/2022 - Ongoing BAC meetings as needed (anticipate 2-3 meetings/year)	Personnel: \$1,620 Fringe: \$1,080 Contractual: \$13,900 TOTAL: \$15,900

Commitments	Anticipated Outputs, Deliverables & Outcomes	Anticipated Completion Date(s)	Grant Budget Detail
	implement meaningful public input into the grant process		
Site Inventory: - Complete community-wide inventory of brownfield sites - Enter sites on GIS mapping tool - Incorporate portions of the inventory into existing GIS database(s) Site Prioritization: - Convene BAC to establish and rank prioritization criteria (Note: weighted prioritization criteria established by the BAC will be integrated with inventory) - Convene BAC to review and confirm top ranked sites for assessment and/or cleanup/reuse planning activities - Evaluate potential site access issues	Outputs: - Comprehensive list of potential brownfield sites throughout the community - GIS map of potential brownfield sites - Site prioritization criteria - Planning meetings with the BAC to present inventory results and rank/prioritize eligible sites Outcomes: - Graphical capturing of brownfield sites for planning and marketing work - Identify ~20 brownfield sites with the highest redevelopment and community benefit potential	- Site Prioritization Criteria: To be established by BAC: 04/2022 - Initial inventory and ranking completed: 06/2022 (to be updated throughout Project) - Convene BAC to review top ranked sites: 07/2022	Personnel: \$1,740 Fringe: \$1,160 Contractual: \$30,000 TOTAL: \$32,900
Eligibility Determination (ED) Requests: - Prepare and submit ED requests to EPA for the use of hazardous substance grant funds for each site selected for assessment activities. - Prepare and submit ED requests to the State for the use of petroleum grant funds for each site selected for assessment activities. Following State approval, petroleum ED requests will be forwarded to EPA for final approval.	Outputs: - Prepare ED requests for high priority sites Outcomes: - EPA and State approval to proceed with assessment activities on eligible sites	01/2022-06/2024	
			TASK 2 TOTAL: \$56,000

Task 3: Phase I & II Environmental Site Assessments (ESAs)

Commitments	Anticipated Outputs & Outcomes	Anticipated Completion Date(s)	Grant Budget Detail
Master Quality Assurance Project Plan (QAPP): - Pre-QAPP conference call with Consultant and EPA - Develop Master QAPP for EPA approval	Outputs & Deliverables: - Draft QAPP - Final QAPP	- Draft QAPP submitted to EPA: 02/2022 - Final QAPP submitted to EPA: within 3 weeks of receiving comments	Contractual: \$7,000 TOTAL: \$7,000
Phase I ESAs: - Conduct planning meeting with Consultant to discuss approved sites - Execute Property Access Agreements with property owners/tenants - Prepare site-specific Health and Safety Plans (HASPs) - Complete Phase I ESAs (in compliance with ASTM E1527-13) at an estimated 14 high priority brownfield sites	Outputs: - Internal planning meetings for sites approved by EPA and the State (if applicable) for assessment activities - Execute Property Access Agreements authorizing the Consultant to perform ESA activities - Site-specific HASPs - Phase I ESA AAI Checklist for EPA - Phase I ESA Reports for high priority sites approved by EPA and the State (if applicable) Outcomes: - Obtain EPA and/or State approval for the use of grant funds for each priority site - ACRES database updates - Assess the potential for contamination based on past, and current site uses - Evaluate the need for Phase II ESAs and cleanup - Utilize greener and more sustainable site assessment techniques when possible (e.g., use hybrid vehicles for travel, use electronic field tablets instead of paper forms, turn off idle vehicles and coordinate site visits for multiple sites to reduce emissions outputs, etc.) - Total acres assessed	03/2022-08/2024	Contractual: \$70,000 TOTAL: \$70,000
Phase II ESAs: Execute Property Access Agreements (if not previously completed for Phase I ESA)	Outputs: - Internal planning meetings for sites approved by EPA and/or the State for assessment activities - Execute Property Access	10/2022-08/2024	Contractual: \$324,000 TOTAL: \$324,000

Commitments	Anticipated Outputs & Outcomes	Anticipated Completion Date(s)	Grant Budget Detail
▪ Prepare site-specific Sampling and Analysis Plans (SAPs) also known as Field Sampling Plans (FSP) for each Phase II ▪ Prepare site-specific HASPs (or update HASPs previously completed for Phase I ESAs) ▪ Complete Phase II ESAs (which will include detailed conclusions and recommendations for next steps in the final report) at an estimated 8 high priority brownfield sites	Agreements authorizing the Consultant to perform ESA activities ▪ Site-specific HASPs ▪ Prepare SAP/FSP for each site where Phase II ESA activities will be performed ▪ Phase II ESA Reports for high priority sites ▪ Internal planning meetings for sites approved by EPA and/or the State for cleanup/reuse planning Outcomes: ▪ Obtain EPA and/or State approval for use of grant funds for each priority site ▪ ACRES database updates ▪ Assess potential for contamination based on past, and current site uses ▪ Ensure sampling and analytical strategies, methods and procedures meet EPA and State requirements ▪ Quality assurance/control procedures applicable throughout the life of the project ▪ Characterize site conditions ▪ Evaluate risks to human health and the environment ▪ Utilize greener and more sustainable site assessment techniques when possible (e.g., use hybrid vehicles for travel, use electronic field tablets instead of paper forms, turn off idle vehicles and drill rigs and coordinate field work on multiple sites when feasible to reduce emissions outputs, etc.) ▪ Total acres assessed		
TASK 3 TOTAL: \$394,000			

Task 4: Analysis of Brownfield Cleanup Alternatives (ABCAs), Site-Specific Cleanup Plans, & Area-Wide Planning (AWP)

Commitments	Anticipated Outputs & Outcomes	Anticipated Completion Date(s)	Grant Budget Detail
ABCAs & Reuse Plans Develop ABCAs and/or Reuse Plans for an estimated 6 high priority brownfield sites	Outputs: - Internal planning meetings for sites approved by EPA and/or the State for cleanup/reuse planning activities - Produce ABCAs and Reuse Plans for priority sites Outcomes: - Facilitate property transfers and redevelopment - Develop greener and more sustainable plans for cleanup - Develop cleanup/redevelopment strategies for high priority brownfield sites	10/2022-08/2024	Personnel: \$900 Fringe: \$600 Contractual: \$42,000 TOTAL: \$43,500
AWP: Conduct AWP for two priority redevelopment areas impacted by brownfields	Outputs: - Produce AWP for two high priority brownfield redevelopment areas - Public meeting(s) on project results - Potential for developer/lender workshop and transaction forum Outcomes: - ACRES database updates - Strategies for creating shovel-ready sites - Develop a set of area-wide strategies for assessment cleanup and reuse measures - Develop strategies for the reuse of existing infrastructure and identify potential infrastructure investments needed to accommodate alternative future uses	- AWP Work Plan: 10/2022 - AWP Deliverable: 06/2023	Personnel: \$900 Fringe: \$600 Contractual: \$72,000 TOTAL: \$73,500
TASK 4 TOTAL: \$117,000			

5. BUDGET

Budget Categories	Task 1: CA Management and Reporting	Task 2: Community Outreach & Site Inventory/ EDs	Task 3: Phase I/ II ESAs	Task 4: Cleanup and Area Wide Planning	Total
Personnel	\$2,400	\$4,980	\$0	\$1,800	\$9,180
Fringe	\$1,600	\$3,320	\$0-	\$1,200	\$6,120
Travel	\$4,000	\$0	\$0	\$0	\$4,000
Contractual	\$25,000	\$47,700	\$394,000	\$114,000	\$580,700
Direct Costs	\$33,000	\$56,000	\$394,000	\$117,000	\$600,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0
Total Budget	\$33,000	\$56,000	\$394,000	\$117,000	\$600,000

6. PRIORITY BROWNFIELD SITES

The grant application submitted to EPA Application included the following list of priority brownfield sites. It is currently unknown if these sites are currently available for redevelopment.

Priority BF Site	Current/ Past	Suspected Contaminants	Proposed Redevelopment Strategy & End Use Vision	Funding Needs
Capital Gas	Vacant/Gas station & garage	Petroleum (gasoline, diesel fuel, oil, lubricants) solvents and degreasers	Use t this 2-acre property that is zoned for general commercial (C-2) for an open-air Swap Meet or an Urgent Care health clinic. This is in alignment with the Navajo County Comprehensive Plan.	Phase I & II ESA and Reuse
Springerville Property A - D	Vacant/Airport, gas station, commercial bldg & strip mall, dry cleaner Opportunity Zone Property	Aviation fuel, gasoline, diesel fuel, oil and lubricants, asbestos & lead- based paint	Secure investment from an Opportunity Fund for a 558-acre mixed use development like an industrial facility and/or wind, solar or biomass energy generation. This aligns with the County General Plan, Northern AZ Council of Governments (NACOG) Economic Development plans, and AZ Commerce Authority's OZ objectives.	Phase I & II ESA, asbestos & lead based paint assessment; Cleanup Planning
Jay Hospitality LLC	Closed/Various (auto shop, gas station, an auto body/ paint shop, etc.) Opportunity Zone Property	Asbestos, lead- based paint, petroleum,	This 0.45-acre property is in an Opportunity Zone, on Main Street in the center of "downtown" St. Johns, across from the city building and is a prime location for a new hotel, commercial buildings, small shops or even a park.	Phase I & II ESA and Cleanup Planning
Pinetop- Lakeside Property 1	Vacant/School	Asbestos, lead- based paint	This 4.2-acre brownfield is desirable for a potential Senior/Community Center, senior housing, or a park. It is conveniently located close to transit, businesses, and churches. These redevelopment plans align with community needs for affordable senior housing, healthcare and recreational amenities as documented in the Pinetop-Lakeside/Navajo County Regional Plan.	Asbestos & lead- based paint assessment, Phase I & II ESA, and Cleanup Planning
PT-Lakeside Property 2	Closed/Lakeside Market	Asbestos, lead- based paint	Use the central location of this 0.6-acre brownfield to attract new retail use.	Asbestos & lead based paint assessment
Water Canyon Sawmill	Closed/Sawmill Opportunity Zone Property	Petroleum products	The redevelopment strategy for this 124-acre brownfield is to secure funding from an Opportunity Fund for a new industrial development (Wood Pellet plant) to create new high paying jobs for residents.	Phase I & II ESA and Cleanup Planning

A list of sites in addition to the priority sites identified above can be provided at a later date.

7. GREENING GRANTS

The following green practices will be incorporated into this grant.

- Utilize greener and more sustainable site assessment techniques when possible (e.g., use hybrid vehicles for travel, use electronic field tablets instead of paper forms, turn off idle vehicles and coordinate site visits for multiple sites to reduce emissions outputs, etc.)
- Develop greener and more sustainable plans for cleanup

8. OTHER GRANT SPECIFIC CONSIDERATIONS

A. Quality Assurance

Prior to undertaking Phase II ESAs, the Consultant will prepare a Master Quality Assurance Project Plan (QAPP) which meets the approval of the EPA Region 9 Brownfields Program. The Master QAPP will address both hazardous substances and petroleum sites and will describe the project, the sampling and analytical strategies, and the methods and procedures that will be used in all Phase II ESAs. A draft of the Master QAPP will be submitted to EPA and the Arizona Department of Environmental Quality (ADEQ) (if desired) for review and approval. The EPA Region 9 crosswalk will be submitted with the Master QAPP. The Consultant will finalize the Master QAPP once EPA and ADEQ have reviewed and provided comments on the draft.

Once approved, the Master QAPP will be supplemented by a site-specific Sampling and Analysis Plan (SAP) or a Field Sampling Plan as it is sometimes known prepared for each site selected for a Phase II ESA. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP. SAPs will be submitted to EPA and ADEQ (if appropriate) for approval prior to performing any Phase II ESA field activities.

B. Pre-Award Costs

The Coalition will not request any pre-award costs. No costs related to the development of this work plan or any work on this project prior to Oct 1, 2021 will be charged to the grant.

C. Compliance with Other Federal Requirements

The Coalition agrees to comply with all applicable federal requirements, including but not limited to the following:

- DBE requirements found at 40 CFR Part 33;
- OSHA Worker Health & Safety Standard 29 CFR 1910.120;
- Uniform Relocation Act;
- Historic Preservation Act;

- Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; and
- Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) and Anti-Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

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

0100001170 0000117

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

Finance

Date/Signature: SK CAL

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 September 7, 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 10/5/21

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	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099553	09/01/2021	Accounts Payable	ALTON JOE SHEPHERD	441.52
Open	NBAZ - Warrant Clearing Account	Check	1099554	09/01/2021	Accounts Payable	LUCINDA L ATTAKAI	11.76
Open	NBAZ - Warrant Clearing Account	Check	1099556	09/02/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	345.79
Open	NBAZ - Warrant Clearing Account	Check	1099557	09/02/2021	Accounts Payable	GREGORY GARCIA	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1099558	09/02/2021	Accounts Payable	NATIONAL BANK	20,514.70
Open	NBAZ - Warrant Clearing Account	Check	1099559	09/02/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	481.70
Open	NBAZ - Warrant Clearing Account	Check	1099560	09/02/2021	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	512.93
Open	NBAZ - Warrant Clearing Account	Check	1099561	09/08/2021	Accounts Payable	ADVERTISING IDEAS	993.85
Open	NBAZ - Warrant Clearing Account	Check	1099562	09/08/2021	Accounts Payable	ALLEGRA	145.92
Open	NBAZ - Warrant Clearing Account	Check	1099563	09/08/2021	Accounts Payable	ALSCO INC	426.24
Open	NBAZ - Warrant Clearing Account	Check	1099564	09/08/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	3,474.08
Open	NBAZ - Warrant Clearing Account	Check	1099565	09/08/2021	Accounts Payable	AMIGO CHEVROLET	102.25
Open	NBAZ - Warrant Clearing Account	Check	1099566	09/08/2021	Accounts Payable	CHARLI A ANDERSON	420.94
Open	NBAZ - Warrant Clearing Account	Check	1099567	09/08/2021	Accounts Payable	APACHE COUNTY	380.16
Open	NBAZ - Warrant Clearing Account	Check	1099568	09/08/2021	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	3,274.90
Open	NBAZ - Warrant Clearing Account	Check	1099569	09/08/2021	Accounts Payable	ARIZONA MOTORS SNOWFLAKE	3,600.00
Open	NBAZ - Warrant Clearing Account	Check	1099570	09/08/2021	Accounts Payable	ASHTONS REPAIR INC	300.23
Open	NBAZ - Warrant Clearing Account	Check	1099571	09/08/2021	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,439.99
Open	NBAZ - Warrant Clearing Account	Check	1099572	09/08/2021	Accounts Payable	AZ REPUBLIC	108.08
Open	NBAZ - Warrant Clearing Account	Check	1099573	09/08/2021	Accounts Payable	AZ SUPREME COURT	3,670.82
Open	NBAZ - Warrant Clearing Account	Check	1099574	09/08/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	146.25
Open	NBAZ - Warrant Clearing Account	Check	1099575	09/08/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	920.00
Open	NBAZ - Warrant Clearing Account	Check	1099576	09/08/2021	Accounts Payable	DERRICK ALAN BEGAY	85.00
Open	NBAZ - Warrant Clearing Account	Check	1099577	09/08/2021	Accounts Payable	SARAH MAE BEGAY	535.00
Open	NBAZ - Warrant Clearing Account	Check	1099578	09/08/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	519.07
Open	NBAZ - Warrant Clearing Account	Check	1099579	09/08/2021	Accounts Payable	BOB BARKER COMPANY INC	2,174.24
Open	NBAZ - Warrant Clearing Account	Check	1099580	09/08/2021	Accounts Payable	JOSEPH DARRON BRODERICK	371.44
Open	NBAZ - Warrant Clearing Account	Check	1099581	09/08/2021	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1099582	09/08/2021	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	35.68
Open	NBAZ - Warrant Clearing Account	Check	1099583	09/08/2021	Accounts Payable	CEDAR GROVE WATER CO	84.54
Open	NBAZ - Warrant Clearing Account	Check	1099584	09/08/2021	Accounts Payable	CELLULAR ONE NE AZ	680.47
Open	NBAZ - Warrant Clearing Account	Check	1099585	09/08/2021	Accounts Payable	CONCHOCANI (COMMUNITY ACTION NETWORK)	855.68
Open	NBAZ - Warrant Clearing Account	Check	1099586	09/08/2021	Accounts Payable	CONNEY SAFETY PRODUCTS	693.48
Open	NBAZ - Warrant Clearing Account	Check	1099587	09/08/2021	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	307.65
Open	NBAZ - Warrant Clearing Account	Check	1099588	09/08/2021	Accounts Payable	CONTRACT PHARMACY SERVICES INC	1,855.50
Open	NBAZ - Warrant Clearing Account	Check	1099589	09/08/2021	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1099590	09/08/2021	Accounts Payable	CORNWELL TOOLS	2,590.85
Open	NBAZ - Warrant Clearing Account	Check	1099591	09/08/2021	Accounts Payable	FERRIN CROSBY	200.00
Open	NBAZ - Warrant Clearing Account	Check	1099592	09/08/2021	Accounts Payable	RODGER DAHOZY	48.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099593	09/08/2021	Accounts Payable	DELL COMPUTER CORPORATION	1,919.28
Open	NBAZ - Warrant Clearing Account	Check	1099594	09/08/2021	Accounts Payable	DESERT MOUNTAIN CORPORATION	10,857.21
Open	NBAZ - Warrant Clearing Account	Check	1099595	09/08/2021	Accounts Payable	DIAMOND C FEEDS	196.38
Open	NBAZ - Warrant Clearing Account	Check	1099596	09/08/2021	Accounts Payable	EATON SALES & SERVICE	5,963.00
Open	NBAZ - Warrant Clearing Account	Check	1099597	09/08/2021	Accounts Payable	EMPIRE MACHINERY	44,794.52
Open	NBAZ - Warrant Clearing Account	Check	1099598	09/08/2021	Accounts Payable	FIRE SUPPLY DEPOT LLC	2,794.95
Open	NBAZ - Warrant Clearing Account	Check	1099599	09/08/2021	Accounts Payable	FLEET PRIDE	4,823.03
Open	NBAZ - Warrant Clearing Account	Check	1099600	09/08/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	472.20
Open	NBAZ - Warrant Clearing Account	Check	1099601	09/08/2021	Accounts Payable	FRONTIER	185.88
Open	NBAZ - Warrant Clearing Account	Check	1099602	09/08/2021	Accounts Payable	FRONTIER	205.35
Open	NBAZ - Warrant Clearing Account	Check	1099603	09/08/2021	Accounts Payable	FRONTIER	808.38
Open	NBAZ - Warrant Clearing Account	Check	1099604	09/08/2021	Accounts Payable	FRONTIER	83.53
Open	NBAZ - Warrant Clearing Account	Check	1099605	09/08/2021	Accounts Payable	FRONTIER	114.99
Open	NBAZ - Warrant Clearing Account	Check	1099606	09/08/2021	Accounts Payable	FRONTIER	268.25
Open	NBAZ - Warrant Clearing Account	Check	1099607	09/08/2021	Accounts Payable	FRONTIER	190.49
Open	NBAZ - Warrant Clearing Account	Check	1099608	09/08/2021	Accounts Payable	FRONTIER	175.69
Open	NBAZ - Warrant Clearing Account	Check	1099609	09/08/2021	Accounts Payable	FRONTIER	176.63
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Open	NBAZ - Warrant Clearing Account	Check	1099611	09/08/2021	Accounts Payable	FRONTIER	175.28
Open	NBAZ - Warrant Clearing Account	Check	1099612	09/08/2021	Accounts Payable	FRONTIER	182.00
Open	NBAZ - Warrant Clearing Account	Check	1099613	09/08/2021	Accounts Payable	FRONTIER	119.55
Open	NBAZ - Warrant Clearing Account	Check	1099614	09/08/2021	Accounts Payable	FRONTIER	197.36
Open	NBAZ - Warrant Clearing Account	Check	1099615	09/08/2021	Accounts Payable	FRONTIER	249.37
Open	NBAZ - Warrant Clearing Account	Check	1099616	09/08/2021	Accounts Payable	FRONTIER	171.30
Open	NBAZ - Warrant Clearing Account	Check	1099617	09/08/2021	Accounts Payable	FRONTIER	734.06
Open	NBAZ - Warrant Clearing Account	Check	1099618	09/08/2021	Accounts Payable	RICHARD C GUINN	175.36
Open	NBAZ - Warrant Clearing Account	Check	1099619	09/08/2021	Accounts Payable	GURLEY MOTOR CO	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099620	09/08/2021	Accounts Payable	HAMBLIN LAW OFFICE PLC	60.00
Open	NBAZ - Warrant Clearing Account	Check	1099621	09/08/2021	Accounts Payable	ROSCOE GEORGE HERRERA	3,690.00
Open	NBAZ - Warrant Clearing Account	Check	1099622	09/08/2021	Accounts Payable	ROBERT JAMES HIGGINS	10,140.00
Open	NBAZ - Warrant Clearing Account	Check	1099623	09/08/2021	Accounts Payable	HILL AZ GROCERY STORE	97.93
Open	NBAZ - Warrant Clearing Account	Check	1099624	09/08/2021	Accounts Payable	HILYARD/FLAGSTAFF	7,154.39
Open	NBAZ - Warrant Clearing Account	Check	1099625	09/08/2021	Accounts Payable	HOME DEPOT	781.54
Open	NBAZ - Warrant Clearing Account	Check	1099626	09/08/2021	Accounts Payable	HORNE AUTO CENTER INC	188.21
Open	NBAZ - Warrant Clearing Account	Check	1099627	09/08/2021	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	420.00
Open	NBAZ - Warrant Clearing Account	Check	1099628	09/08/2021	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	715.48
Open	NBAZ - Warrant Clearing Account	Check	1099629	09/08/2021	Accounts Payable	INGRAM LIBRARY SERVICES	849.61
Open	NBAZ - Warrant Clearing Account	Check	1099630	09/08/2021	Accounts Payable	INTAB INC	89.69
Open	NBAZ - Warrant Clearing Account	Check	1099631	09/08/2021	Accounts Payable	KONICA MINOLTA	37.98

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099632	09/08/2021	Accounts Payable	LARSON WASTE INC	304.00
Open	NBAZ - Warrant Clearing Account	Check	1099633	09/08/2021	Accounts Payable	KYLIE RAE LAUNIVVAO	1,672.50
Open	NBAZ - Warrant Clearing Account	Check	1099634	09/08/2021	Accounts Payable	LIGHT HOUSE OF ARIZONA	1,390.62
Open	NBAZ - Warrant Clearing Account	Check	1099635	09/08/2021	Accounts Payable	CHEYANNE CIARA LITTLEMAN	45.00
Open	NBAZ - Warrant Clearing Account	Check	1099636	09/08/2021	Accounts Payable	LIVCO WATER & SEWER COMPANY	26.59
Open	NBAZ - Warrant Clearing Account	Check	1099637	09/08/2021	Accounts Payable	SETH V MEIER	114.00
Open	NBAZ - Warrant Clearing Account	Check	1099638	09/08/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	750.40
Open	NBAZ - Warrant Clearing Account	Check	1099639	09/08/2021	Accounts Payable	MISSION UNIFORM & LINEN	78.22
Open	NBAZ - Warrant Clearing Account	Check	1099640	09/08/2021	Accounts Payable	JASON WAYNE MOORE	145.45
Open	NBAZ - Warrant Clearing Account	Check	1099641	09/08/2021	Accounts Payable	NAVAJO SANITATION INC	302.10
Open	NBAZ - Warrant Clearing Account	Check	1099642	09/08/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,859.95
Open	NBAZ - Warrant Clearing Account	Check	1099643	09/08/2021	Accounts Payable	NAVAJO WESTERNERS	116.06
Open	NBAZ - Warrant Clearing Account	Check	1099644	09/08/2021	Accounts Payable	NORTHLAND PIONEER COLLEGE	37,960.33
Open	NBAZ - Warrant Clearing Account	Check	1099645	09/08/2021	Accounts Payable	ANTONY C NOTAH	60.00
Open	NBAZ - Warrant Clearing Account	Check	1099646	09/08/2021	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	600.00
Open	NBAZ - Warrant Clearing Account	Check	1099647	09/08/2021	Accounts Payable	OCLC INC	83.90
Open	NBAZ - Warrant Clearing Account	Check	1099648	09/08/2021	Accounts Payable	OVERDRIVE INC	7.00
Open	NBAZ - Warrant Clearing Account	Check	1099649	09/08/2021	Accounts Payable	PACIFIC PONDEROSA CO INC	16,077.40
Open	NBAZ - Warrant Clearing Account	Check	1099650	09/08/2021	Accounts Payable	PATRIOT FLAGPOLES	2,780.43
Open	NBAZ - Warrant Clearing Account	Check	1099651	09/08/2021	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099652	09/08/2021	Accounts Payable	JILL PATTERSON	644.62
Open	NBAZ - Warrant Clearing Account	Check	1099653	09/08/2021	Accounts Payable	RYAN N PATTERSON	51.57
Open	NBAZ - Warrant Clearing Account	Check	1099654	09/08/2021	Accounts Payable	PERFECT PRINTZ LLC	828.68
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Open	NBAZ - Warrant Clearing Account	Check	1099656	09/08/2021	Accounts Payable	PREMIUM PROPANE LLC	95.95
Open	NBAZ - Warrant Clearing Account	Check	1099657	09/08/2021	Accounts Payable	QUALITY CARQUEST	216.88
Open	NBAZ - Warrant Clearing Account	Check	1099658	09/08/2021	Accounts Payable	QUILL CORP	3,798.72
Open	NBAZ - Warrant Clearing Account	Check	1099659	09/08/2021	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099660	09/08/2021	Accounts Payable	RACHER'S OFFICE EQUIPMENT	220.00
Open	NBAZ - Warrant Clearing Account	Check	1099661	09/08/2021	Accounts Payable	RHINEHART OIL CO	38,047.98
Open	NBAZ - Warrant Clearing Account	Check	1099662	09/08/2021	Accounts Payable	SAFETY KLEEN	493.20
Open	NBAZ - Warrant Clearing Account	Check	1099663	09/08/2021	Accounts Payable	SAFEWAY INC	48.40
Open	NBAZ - Warrant Clearing Account	Check	1099664	09/08/2021	Accounts Payable	PATRICK J SANDOVAL	194.00
Open	NBAZ - Warrant Clearing Account	Check	1099665	09/08/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	2,008.75
Open	NBAZ - Warrant Clearing Account	Check	1099666	09/08/2021	Accounts Payable	SEM APPLICATIONS INC	102.00
Open	NBAZ - Warrant Clearing Account	Check	1099667	09/08/2021	Accounts Payable	SITECH SOUTHWEST LLC	37,206.01
Open	NBAZ - Warrant Clearing Account	Check	1099668	09/08/2021	Accounts Payable	SKY BLUE HVAC LLC	883.80
Open	NBAZ - Warrant Clearing Account	Check	1099669	09/08/2021	Accounts Payable	WILBUR SMITH	200.00
Open	NBAZ - Warrant Clearing Account	Check	1099670	09/08/2021	Accounts Payable	SOUTHERN TIRE MART LLC	25,224.88

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099671	09/08/2021	Accounts Payable	SPARKLETT'S WATER	40.60
Open	NBAZ - Warrant Clearing Account	Check	1099672	09/08/2021	Accounts Payable	SPEEDY SALES AND SERVICE	3,551.00
Open	NBAZ - Warrant Clearing Account	Check	1099673	09/08/2021	Accounts Payable	ST JOHNS CITY	2,533.45
Open	NBAZ - Warrant Clearing Account	Check	1099674	09/08/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	85.00
Open	NBAZ - Warrant Clearing Account	Check	1099675	09/08/2021	Accounts Payable	CHERYL STRADLING	716.90
Open	NBAZ - Warrant Clearing Account	Check	1099676	09/08/2021	Accounts Payable	REED D STRADLING	39.20
Open	NBAZ - Warrant Clearing Account	Check	1099677	09/08/2021	Accounts Payable	SWEETLANDS COMPLETE AUTO	343.98
Open	NBAZ - Warrant Clearing Account	Check	1099678	09/08/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	141.58
Open	NBAZ - Warrant Clearing Account	Check	1099679	09/08/2021	Accounts Payable	TEN COW COMPANY INC	164.56
Open	NBAZ - Warrant Clearing Account	Check	1099680	09/08/2021	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1099681	09/08/2021	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	313.75
Open	NBAZ - Warrant Clearing Account	Check	1099682	09/08/2021	Accounts Payable	THE POUR STATION	37.50
Open	NBAZ - Warrant Clearing Account	Check	1099683	09/08/2021	Accounts Payable	THE SANDBAGGER LLC	24,433.40
Open	NBAZ - Warrant Clearing Account	Check	1099684	09/08/2021	Accounts Payable	JEREL THOMAS	180.00
Open	NBAZ - Warrant Clearing Account	Check	1099685	09/08/2021	Accounts Payable	TITUS CONSULTING LLC (TRAVIS SIMSHAUSER)	200.00
Open	NBAZ - Warrant Clearing Account	Check	1099686	09/08/2021	Accounts Payable	TOWN OF EAGAR	203.50
Open	NBAZ - Warrant Clearing Account	Check	1099687	09/08/2021	Accounts Payable	TRINITY SERVICES GROUP INC	16,133.33
Open	NBAZ - Warrant Clearing Account	Check	1099688	09/08/2021	Accounts Payable	CRAIG TSOSIE	110.37
Open	NBAZ - Warrant Clearing Account	Check	1099689	09/08/2021	Accounts Payable	RAYMOND EMPLOYEE TSOSIE	33.24
Open	NBAZ - Warrant Clearing Account	Check	1099690	09/08/2021	Accounts Payable	TYLER TECHNOLOGIES INC	2,309.43
Open	NBAZ - Warrant Clearing Account	Check	1099691	09/08/2021	Accounts Payable	ULINE INC	348.06
Open	NBAZ - Warrant Clearing Account	Check	1099692	09/08/2021	Accounts Payable	UNIFIRST CORPORATION	170.66
Open	NBAZ - Warrant Clearing Account	Check	1099693	09/08/2021	Accounts Payable	UNITED PARCEL SERVICE	275.57
Open	NBAZ - Warrant Clearing Account	Check	1099694	09/08/2021	Accounts Payable	VALLEY AUTO PARTS	1,315.90
Open	NBAZ - Warrant Clearing Account	Check	1099695	09/08/2021	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	189.60
Open	NBAZ - Warrant Clearing Account	Check	1099696	09/08/2021	Accounts Payable	VERIZON WIRELESS	247.77
Open	NBAZ - Warrant Clearing Account	Check	1099697	09/08/2021	Accounts Payable	WAGNER EQUIPMENT CO	950.65
Open	NBAZ - Warrant Clearing Account	Check	1099698	09/08/2021	Accounts Payable	CHERYL ANN WARD	60.92
Open	NBAZ - Warrant Clearing Account	Check	1099699	09/08/2021	Accounts Payable	WOODLAND BUILDING CENTER	889.90
Open	NBAZ - Warrant Clearing Account	Check	1099700	09/08/2021	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,750.00
Open	NBAZ - Warrant Clearing Account	Check	1099701	09/08/2021	Accounts Payable	YAZZIE'S AUTO PARTS INC	4,159.81
Open	NBAZ - Warrant Clearing Account	Check	1099702	09/08/2021	Accounts Payable	JAY YELLOWHORSE	607.39
Open	NBAZ - Warrant Clearing Account	Check	1099703	09/08/2021	Accounts Payable	ROUND VALLEY RODEO JR	200.00
Open	NBAZ - Warrant Clearing Account	Check	1099704	09/09/2021	Accounts Payable	HOME DEPOT	530.40
Open	NBAZ - Warrant Clearing Account	Check	1099705	09/09/2021	Accounts Payable	ALTON JOE SHEPHERD	31.36
Open	NBAZ - Warrant Clearing Account	Check	1099706	09/14/2021	Accounts Payable	RODGER DAHOZY	361.80
Open	NBAZ - Warrant Clearing Account	Check	1099707	09/14/2021	Accounts Payable	ALTON JOE SHEPHERD	441.52
Open	NBAZ - Warrant Clearing Account	Check	1099708	09/14/2021	Accounts Payable	ALTON JOE SHEPHERD	447.84
Open	NBAZ - Warrant Clearing Account	Check	1099709	09/14/2021	Accounts Payable	ALTON JOE SHEPHERD	468.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099710	09/14/2021	Accounts Payable	ALTON JOE SHEPHERD	429.52
Open	NBAZ - Warrant Clearing Account	Check	1099739	09/14/2021	Accounts Payable	A SPEEDY CASH CAR TITLE LOANS LLC	222.23
Open	NBAZ - Warrant Clearing Account	Check	1099740	09/14/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	406.30
Open	NBAZ - Warrant Clearing Account	Check	1099741	09/14/2021	Accounts Payable	APACHE COUNTY FSA	818.45
Open	NBAZ - Warrant Clearing Account	Check	1099742	09/14/2021	Accounts Payable	APACHE COUNTY HSA	3,778.49
Open	NBAZ - Warrant Clearing Account	Check	1099743	09/14/2021	Accounts Payable	APACHE COUNTY MEDICAL	165,524.98
Open	NBAZ - Warrant Clearing Account	Check	1099744	09/14/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	149,246.67
Open	NBAZ - Warrant Clearing Account	Check	1099745	09/14/2021	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1099746	09/14/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	112,025.72
Open	NBAZ - Warrant Clearing Account	Check	1099747	09/14/2021	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1099748	09/14/2021	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,396.80
Open	NBAZ - Warrant Clearing Account	Check	1099749	09/14/2021	Accounts Payable	CORP DISABILITY	129.20
Open	NBAZ - Warrant Clearing Account	Check	1099750	09/14/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,328.09
Open	NBAZ - Warrant Clearing Account	Check	1099751	09/14/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,825.62
Open	NBAZ - Warrant Clearing Account	Check	1099752	09/14/2021	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	Check	1099753	09/14/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1099754	09/14/2021	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1099755	09/14/2021	Accounts Payable	GURSTEL LAW FIRM PC	277.29
Open	NBAZ - Warrant Clearing Account	Check	1099756	09/14/2021	Accounts Payable	NATIONWIDE	2,734.12
Open	NBAZ - Warrant Clearing Account	Check	1099757	09/14/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1099758	09/14/2021	Accounts Payable	NATIONWIDE TRUST FSB	11,592.54
Open	NBAZ - Warrant Clearing Account	Check	1099759	09/14/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1099760	09/14/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,709.99
Open	NBAZ - Warrant Clearing Account	Check	1099761	09/14/2021	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1099762	09/14/2021	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1099763	09/14/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	945.00
Open	NBAZ - Warrant Clearing Account	Check	1099764	09/14/2021	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	396.17
Open	NBAZ - Warrant Clearing Account	Check	1099765	09/15/2021	Accounts Payable	4IMPRIINT	495.64
Open	NBAZ - Warrant Clearing Account	Check	1099766	09/15/2021	Accounts Payable	ABSOLUTE EXHIBITS INC	1,395.00
Open	NBAZ - Warrant Clearing Account	Check	1099767	09/15/2021	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1099768	09/15/2021	Accounts Payable	ALLEGRA	2,182.15
Open	NBAZ - Warrant Clearing Account	Check	1099769	09/15/2021	Accounts Payable	ALPINE WATER AND SANITARY	88.05
Open	NBAZ - Warrant Clearing Account	Check	1099770	09/15/2021	Accounts Payable	ALSCO INC	533.94
Open	NBAZ - Warrant Clearing Account	Check	1099771	09/15/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	6,065.56
Open	NBAZ - Warrant Clearing Account	Check	1099772	09/15/2021	Accounts Payable	AMERICAN JAIL ASSOCIATION	60.00
Open	NBAZ - Warrant Clearing Account	Check	1099773	09/15/2021	Accounts Payable	AMIGO CHEVROLET	457.40
Open	NBAZ - Warrant Clearing Account	Check	1099774	09/15/2021	Accounts Payable	APACHE COUNTY	19.15
Open	NBAZ - Warrant Clearing Account	Check	1099775	09/15/2021	Accounts Payable	APACHE COUNTY	134.00
Open	NBAZ - Warrant Clearing Account	Check	1099776	09/15/2021	Accounts Payable	APACHE COUNTY PROBATION DEPARTMENT	310.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099777	09/15/2021	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	350.00
Open	NBAZ - Warrant Clearing Account	Check	1099778	09/15/2021	Accounts Payable	AT&T MOBILITY	125.02
Open	NBAZ - Warrant Clearing Account	Check	1099779	09/15/2021	Accounts Payable	AZ COUNTIES INSURANCE POOL	3,798.70
Open	NBAZ - Warrant Clearing Account	Check	1099780	09/15/2021	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,545.00
Open	NBAZ - Warrant Clearing Account	Check	1099781	09/15/2021	Accounts Payable	AZ REPUBLIC	695.92
Open	NBAZ - Warrant Clearing Account	Check	1099782	09/15/2021	Accounts Payable	AZLEGEBT	327,267.76
Open	NBAZ - Warrant Clearing Account	Check	1099783	09/15/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	1,105.02
Open	NBAZ - Warrant Clearing Account	Check	1099784	09/15/2021	Accounts Payable	SARAH MAE BEGAY	110.00
Open	NBAZ - Warrant Clearing Account	Check	1099785	09/15/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	319.33
Open	NBAZ - Warrant Clearing Account	Check	1099786	09/15/2021	Accounts Payable	BLUE LINE TOWING	281.00
Open	NBAZ - Warrant Clearing Account	Check	1099787	09/15/2021	Accounts Payable	GLORIA BOWMAN	176.76
Open	NBAZ - Warrant Clearing Account	Check	1099788	09/15/2021	Accounts Payable	MICHAEL T BRAGIEL	52.30
Open	NBAZ - Warrant Clearing Account	Check	1099789	09/15/2021	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1099790	09/15/2021	Accounts Payable	BURNHAM MORTUARY	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1099791	09/15/2021	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	53.50
Open	NBAZ - Warrant Clearing Account	Check	1099792	09/15/2021	Accounts Payable	CUSTOM INK	905.28
Open	NBAZ - Warrant Clearing Account	Check	1099793	09/15/2021	Accounts Payable	TINA DAWES	63.28
Open	NBAZ - Warrant Clearing Account	Check	1099794	09/15/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	336.46
Open	NBAZ - Warrant Clearing Account	Check	1099795	09/15/2021	Accounts Payable	DELL COMPUTER CORPORATION	96.43
Open	NBAZ - Warrant Clearing Account	Check	1099796	09/15/2021	Accounts Payable	DESERT MOUNTAIN CORPORATION	4,203.01
Open	NBAZ - Warrant Clearing Account	Check	1099797	09/15/2021	Accounts Payable	DIAMOND C FEEDS	87.26
Open	NBAZ - Warrant Clearing Account	Check	1099798	09/15/2021	Accounts Payable	DISH NETWORK	163.29
Open	NBAZ - Warrant Clearing Account	Check	1099799	09/15/2021	Accounts Payable	DISH NETWORK	188.28
Open	NBAZ - Warrant Clearing Account	Check	1099800	09/15/2021	Accounts Payable	EATON SALES & SERVICE	30,996.54
Open	NBAZ - Warrant Clearing Account	Check	1099801	09/15/2021	Accounts Payable	EMPIRE MACHINERY	204.13
Open	NBAZ - Warrant Clearing Account	Check	1099802	09/15/2021	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	35.71
Open	NBAZ - Warrant Clearing Account	Check	1099803	09/15/2021	Accounts Payable	FERRELLGAS	55.09
Open	NBAZ - Warrant Clearing Account	Check	1099804	09/15/2021	Accounts Payable	FLEET PRIDE	663.24
Open	NBAZ - Warrant Clearing Account	Check	1099805	09/15/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	481.02
Open	NBAZ - Warrant Clearing Account	Check	1099806	09/15/2021	Accounts Payable	JOHN L FREEMAN JR	52.18
Open	NBAZ - Warrant Clearing Account	Check	1099807	09/15/2021	Accounts Payable	FRONTIER	348.37
Open	NBAZ - Warrant Clearing Account	Check	1099808	09/15/2021	Accounts Payable	GALL'S INC	467.48
Open	NBAZ - Warrant Clearing Account	Check	1099809	09/15/2021	Accounts Payable	GALLUP LUMBER & SUPPLY	47.01
Open	NBAZ - Warrant Clearing Account	Check	1099810	09/15/2021	Accounts Payable	GALLUP WATER WORKS	12.72
Open	NBAZ - Warrant Clearing Account	Check	1099811	09/15/2021	Accounts Payable	GOVERLAN INC	1,746.00
Open	NBAZ - Warrant Clearing Account	Check	1099812	09/15/2021	Accounts Payable	DALE L HAUSER	200.00
Open	NBAZ - Warrant Clearing Account	Check	1099813	09/15/2021	Accounts Payable	HI TECH WINDSHIELD & GLASS CO	516.61
Open	NBAZ - Warrant Clearing Account	Check	1099814	09/15/2021	Accounts Payable	HIGH COUNTRY SIGNS LLC	4,700.00
Open	NBAZ - Warrant Clearing Account	Check	1099815	09/15/2021	Accounts Payable	HILL AZ GROCERY STORE	41.13

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099816	09/15/2021	Accounts Payable	HILLYARD/FLAGSTAFF	938.35
Open	NBAZ - Warrant Clearing Account	Check	1099817	09/15/2021	Accounts Payable	CHIARA MARIE HOMMEL	121.50
Open	NBAZ - Warrant Clearing Account	Check	1099818	09/15/2021	Accounts Payable	INGRAM LIBRARY SERVICES	3,151.34
Open	NBAZ - Warrant Clearing Account	Check	1099819	09/15/2021	Accounts Payable	INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC	1,025.00
Open	NBAZ - Warrant Clearing Account	Check	1099820	09/15/2021	Accounts Payable	TYRON JENSEN	208.12
Open	NBAZ - Warrant Clearing Account	Check	1099821	09/15/2021	Accounts Payable	STEVEN B JONES	590.06
Open	NBAZ - Warrant Clearing Account	Check	1099822	09/15/2021	Accounts Payable	KIMBALL EQUIPMENT COMPANY	1,196.16
Open	NBAZ - Warrant Clearing Account	Check	1099823	09/15/2021	Accounts Payable	KONICA MINOLTA	47.90
Open	NBAZ - Warrant Clearing Account	Check	1099824	09/15/2021	Accounts Payable	LANGUAGE LINE SERVICES INC	10.75
Open	NBAZ - Warrant Clearing Account	Check	1099825	09/15/2021	Accounts Payable	MICHAEL LATHAM	2,330.11
Open	NBAZ - Warrant Clearing Account	Check	1099826	09/15/2021	Accounts Payable	LIGHT HOUSE OF ARIZONA	492.12
Open	NBAZ - Warrant Clearing Account	Check	1099827	09/15/2021	Accounts Payable	OSCAR R MIRANDA	63.06
Open	NBAZ - Warrant Clearing Account	Check	1099828	09/15/2021	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	262.50
Open	NBAZ - Warrant Clearing Account	Check	1099829	09/15/2021	Accounts Payable	DANIEL R MUTH	34.38
Open	NBAZ - Warrant Clearing Account	Check	1099830	09/15/2021	Accounts Payable	NAPA	54.97
Open	NBAZ - Warrant Clearing Account	Check	1099831	09/15/2021	Accounts Payable	NAVAJO SANITATION INC	47.70
Open	NBAZ - Warrant Clearing Account	Check	1099832	09/15/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,314.07
Open	NBAZ - Warrant Clearing Account	Check	1099833	09/15/2021	Accounts Payable	NAVAJO WESTERNERS	59.53
Open	NBAZ - Warrant Clearing Account	Check	1099834	09/15/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	9,607.26
Open	NBAZ - Warrant Clearing Account	Check	1099835	09/15/2021	Accounts Payable	NICOLL CONSTRUCTION LLC	33,251.63
Open	NBAZ - Warrant Clearing Account	Check	1099836	09/15/2021	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	11.76
Open	NBAZ - Warrant Clearing Account	Check	1099837	09/15/2021	Accounts Payable	NORTHLAND INVESTIGATIONS LLC	225.00
Open	NBAZ - Warrant Clearing Account	Check	1099838	09/15/2021	Accounts Payable	O'REILLY AUTO PARTS	560.82
Open	NBAZ - Warrant Clearing Account	Check	1099839	09/15/2021	Accounts Payable	OCTOPUS CAR WASH INC	130.45
Open	NBAZ - Warrant Clearing Account	Check	1099840	09/15/2021	Accounts Payable	PACIFIC PONDEROSA CO INC	12,466.16
Open	NBAZ - Warrant Clearing Account	Check	1099841	09/15/2021	Accounts Payable	PENWORTHY COMPANY	359.49
Open	NBAZ - Warrant Clearing Account	Check	1099842	09/15/2021	Accounts Payable	PERFECT PRINTZ LLC	449.00
Open	NBAZ - Warrant Clearing Account	Check	1099843	09/15/2021	Accounts Payable	POWERSCREEN WESTERN LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1099844	09/15/2021	Accounts Payable	PRAXAIR DISTRIBUTION INC	39.51
Open	NBAZ - Warrant Clearing Account	Check	1099845	09/15/2021	Accounts Payable	LEONARDO DANIEL PRIETO	22.00
Open	NBAZ - Warrant Clearing Account	Check	1099846	09/15/2021	Accounts Payable	QUALITY CARQUEST	76.60
Open	NBAZ - Warrant Clearing Account	Check	1099847	09/15/2021	Accounts Payable	QUILL CORP	15,373.50
Open	NBAZ - Warrant Clearing Account	Check	1099848	09/15/2021	Accounts Payable	QUINCY ORONA ORIGINALS	151.13
Open	NBAZ - Warrant Clearing Account	Check	1099849	09/15/2021	Accounts Payable	RDO EQUIPMENT CO	171.72
Open	NBAZ - Warrant Clearing Account	Check	1099850	09/15/2021	Accounts Payable	RHINEHART OIL CO	51,421.52
Open	NBAZ - Warrant Clearing Account	Check	1099851	09/15/2021	Accounts Payable	GLENDA LANAE ROMNEY	446.25
Open	NBAZ - Warrant Clearing Account	Check	1099852	09/15/2021	Accounts Payable	RV STRIPES & GRAPHICS, INC.	2,313.90
Open	NBAZ - Warrant Clearing Account	Check	1099853	09/15/2021	Accounts Payable	SAFEMAY INC	110.22
Open	NBAZ - Warrant Clearing Account	Check	1099854	09/15/2021	Accounts Payable	SAUL'S CREEK ENGINEERING INC	7,920.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099855	09/15/2021	Accounts Payable	LAURENCE SCHIFF	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1099856	09/15/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,565.41
Open	NBAZ - Warrant Clearing Account	Check	1099857	09/15/2021	Accounts Payable	SETRY FIRE AND WELDING SUPPLY INC	76.63
Open	NBAZ - Warrant Clearing Account	Check	1099858	09/15/2021	Accounts Payable	JOE SHIRLEY JR	153.44
Open	NBAZ - Warrant Clearing Account	Check	1099859	09/15/2021	Accounts Payable	TRISHA E SLOAN	486.97
Open	NBAZ - Warrant Clearing Account	Check	1099860	09/15/2021	Accounts Payable	SPARKLETT'S WATER	35.98
Open	NBAZ - Warrant Clearing Account	Check	1099861	09/15/2021	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1099862	09/15/2021	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	80.00
Open	NBAZ - Warrant Clearing Account	Check	1099863	09/15/2021	Accounts Payable	ST JOHNS CITY	208.39
Open	NBAZ - Warrant Clearing Account	Check	1099864	09/15/2021	Accounts Payable	ST JOHNS UNITED DRUG	52.83
Open	NBAZ - Warrant Clearing Account	Check	1099865	09/15/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	1,032.53
Open	NBAZ - Warrant Clearing Account	Check	1099866	09/15/2021	Accounts Payable	SYMBOL ARTS	292.76
Open	NBAZ - Warrant Clearing Account	Check	1099867	09/15/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	117.44
Open	NBAZ - Warrant Clearing Account	Check	1099868	09/15/2021	Accounts Payable	THE POUR STATION	75.00
Open	NBAZ - Warrant Clearing Account	Check	1099869	09/15/2021	Accounts Payable	THOMSON REUTERS WEST	1,450.24
Open	NBAZ - Warrant Clearing Account	Check	1099870	09/15/2021	Accounts Payable	TOWN OF EAGAR	239.95
Open	NBAZ - Warrant Clearing Account	Check	1099871	09/15/2021	Accounts Payable	TRACTOR SUPPLY CO	272.92
Open	NBAZ - Warrant Clearing Account	Check	1099872	09/15/2021	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
Open	NBAZ - Warrant Clearing Account	Check	1099873	09/15/2021	Accounts Payable	TYLER TECHNOLOGIES INC	15,325.13
Open	NBAZ - Warrant Clearing Account	Check	1099874	09/15/2021	Accounts Payable	W JEFFORY UDALL	42.56
Open	NBAZ - Warrant Clearing Account	Check	1099875	09/15/2021	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1099876	09/15/2021	Accounts Payable	UNITED INFORMATION SERVICES	4.68
Open	NBAZ - Warrant Clearing Account	Check	1099877	09/15/2021	Accounts Payable	UNITED RENTALS	5,653.72
Open	NBAZ - Warrant Clearing Account	Check	1099878	09/15/2021	Accounts Payable	US POSTMASTER	226.00
Open	NBAZ - Warrant Clearing Account	Check	1099879	09/15/2021	Accounts Payable	VALLEY AUTO PARTS	143.10
Open	NBAZ - Warrant Clearing Account	Check	1099880	09/15/2021	Accounts Payable	VERIZON WIRELESS	1,755.15
Open	NBAZ - Warrant Clearing Account	Check	1099881	09/15/2021	Accounts Payable	VICTORY SUPPLY LLC	6,338.71
Open	NBAZ - Warrant Clearing Account	Check	1099882	09/15/2021	Accounts Payable	KASSANDRA KAY VILLA	251.80
Open	NBAZ - Warrant Clearing Account	Check	1099883	09/15/2021	Accounts Payable	WALMART COMMUNITY	2,123.66
Open	NBAZ - Warrant Clearing Account	Check	1099884	09/15/2021	Accounts Payable	WESTERN DRUG COMPANY	10.00
Open	NBAZ - Warrant Clearing Account	Check	1099885	09/15/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	1,890.45
Open	NBAZ - Warrant Clearing Account	Check	1099886	09/15/2021	Accounts Payable	JULIE R WILKINS	150.00
Open	NBAZ - Warrant Clearing Account	Check	1099887	09/15/2021	Accounts Payable	WOODLAND BUILDING CENTER	933.91
Open	NBAZ - Warrant Clearing Account	Check	1099888	09/15/2021	Accounts Payable	WOODSON ENGINEERING & SURVEYING INC	6,415.00
Open	NBAZ - Warrant Clearing Account	Check	1099889	09/15/2021	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,610.24
Open	NBAZ - Warrant Clearing Account	Check	1099890	09/15/2021	Accounts Payable	JOSEPH YOUNG	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1099892	09/21/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	794.80
Open	NBAZ - Warrant Clearing Account	Check	1099893	09/22/2021	Accounts Payable	24 HOUR GAS-N-GO	30.90
Open	NBAZ - Warrant Clearing Account	Check	1099894	09/22/2021	Accounts Payable	4IMPRINT	499.34

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099895	09/22/2021	Accounts Payable	ALL PRO PUMPING & SERVICES LLC	850.00
Open	NBAZ - Warrant Clearing Account	Check	1099896	09/22/2021	Accounts Payable	ALLEGRA	250.85
Open	NBAZ - Warrant Clearing Account	Check	1099897	09/22/2021	Accounts Payable	ALSCO INC	138.74
Open	NBAZ - Warrant Clearing Account	Check	1099898	09/22/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,710.53
Open	NBAZ - Warrant Clearing Account	Check	1099899	09/22/2021	Accounts Payable	AMAZON COM INC (Health & Library)	10.90
Open	NBAZ - Warrant Clearing Account	Check	1099900	09/22/2021	Accounts Payable	ASHTONS REPAIR INC	739.14
Open	NBAZ - Warrant Clearing Account	Check	1099901	09/22/2021	Accounts Payable	ASPEN TIRE & OIL	123.95
Open	NBAZ - Warrant Clearing Account	Check	1099902	09/22/2021	Accounts Payable	ASTRO DISTRIBUTING	6,524.00
Open	NBAZ - Warrant Clearing Account	Check	1099903	09/22/2021	Accounts Payable	AT&T MOBILITY	159.61
Open	NBAZ - Warrant Clearing Account	Check	1099904	09/22/2021	Accounts Payable	AUTO SAFETY HOUSE LLC	50.66
Open	NBAZ - Warrant Clearing Account	Check	1099905	09/22/2021	Accounts Payable	B & H WHOLESale POPCORN CANNERY	114.25
Open	NBAZ - Warrant Clearing Account	Check	1099906	09/22/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	155.00
Open	NBAZ - Warrant Clearing Account	Check	1099907	09/22/2021	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDR RADIO	660.00
Open	NBAZ - Warrant Clearing Account	Check	1099908	09/22/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	2,439.05
Open	NBAZ - Warrant Clearing Account	Check	1099909	09/22/2021	Accounts Payable	SARAH MAE BEGAY	60.00
Open	NBAZ - Warrant Clearing Account	Check	1099910	09/22/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	6.00
Open	NBAZ - Warrant Clearing Account	Check	1099911	09/22/2021	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,125.00
Open	NBAZ - Warrant Clearing Account	Check	1099912	09/22/2021	Accounts Payable	SHANE LEO BODIE	581.90
Open	NBAZ - Warrant Clearing Account	Check	1099913	09/22/2021	Accounts Payable	GLORIA BOWMAN	12.72
Open	NBAZ - Warrant Clearing Account	Check	1099914	09/22/2021	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1099915	09/22/2021	Accounts Payable	BULWARK EXTERMINATING LLC	255.00
Open	NBAZ - Warrant Clearing Account	Check	1099916	09/22/2021	Accounts Payable	BURNHAM MORTUARY	575.50
Open	NBAZ - Warrant Clearing Account	Check	1099917	09/22/2021	Accounts Payable	C&H PLUMBING	320.00
Open	NBAZ - Warrant Clearing Account	Check	1099918	09/22/2021	Accounts Payable	STEPHANIE R CALABAZA	283.02
Open	NBAZ - Warrant Clearing Account	Check	1099919	09/22/2021	Accounts Payable	ELIZABETH A CASTILLO	59.53
Open	NBAZ - Warrant Clearing Account	Check	1099920	09/22/2021	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	92,124.15
Open	NBAZ - Warrant Clearing Account	Check	1099921	09/22/2021	Accounts Payable	CDW GOVERNMENT LLC	131,866.60
Open	NBAZ - Warrant Clearing Account	Check	1099922	09/22/2021	Accounts Payable	CELLULAR ONE NE AZ	47.30
Open	NBAZ - Warrant Clearing Account	Check	1099923	09/22/2021	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1099924	09/22/2021	Accounts Payable	KIMBERLY LOUISE COLE	33.12
Open	NBAZ - Warrant Clearing Account	Check	1099925	09/22/2021	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	1,083.40
Open	NBAZ - Warrant Clearing Account	Check	1099926	09/22/2021	Accounts Payable	COURTYARD - PHOENIX/AVONDALE	1,363.52
Open	NBAZ - Warrant Clearing Account	Check	1099927	09/22/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.72
Open	NBAZ - Warrant Clearing Account	Check	1099928	09/22/2021	Accounts Payable	DESERT MOUNTAIN CORPORATION	15,079.42
Open	NBAZ - Warrant Clearing Account	Check	1099929	09/22/2021	Accounts Payable	DIRECTV LLC	173.22
Open	NBAZ - Warrant Clearing Account	Check	1099930	09/22/2021	Accounts Payable	DISH NETWORK	126.15
Open	NBAZ - Warrant Clearing Account	Check	1099931	09/22/2021	Accounts Payable	DISH NETWORK	83.51
Open	NBAZ - Warrant Clearing Account	Check	1099932	09/22/2021	Accounts Payable	EATON SALES & SERVICE	485.00
Open	NBAZ - Warrant Clearing Account	Check	1099933	09/22/2021	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	996.30

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099934	09/22/2021	Accounts Payable	ELEVATION HEALTH SERVICES LLC	100.00
Open	NBAZ - Warrant Clearing Account	Check	1099935	09/22/2021	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	408.63
Open	NBAZ - Warrant Clearing Account	Check	1099936	09/22/2021	Accounts Payable	EMPIRE MACHINERY	5,467.84
Open	NBAZ - Warrant Clearing Account	Check	1099937	09/22/2021	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	55.73
Open	NBAZ - Warrant Clearing Account	Check	1099938	09/22/2021	Accounts Payable	FRONTIER	77.22
Open	NBAZ - Warrant Clearing Account	Check	1099939	09/22/2021	Accounts Payable	FRONTIER	77.72
Open	NBAZ - Warrant Clearing Account	Check	1099940	09/22/2021	Accounts Payable	FRONTIER	1,379.00
Open	NBAZ - Warrant Clearing Account	Check	1099941	09/22/2021	Accounts Payable	FRONTIER	934.19
Open	NBAZ - Warrant Clearing Account	Check	1099942	09/22/2021	Accounts Payable	FRONTIER	431.33
Open	NBAZ - Warrant Clearing Account	Check	1099943	09/22/2021	Accounts Payable	FRONTIER	232.55
Open	NBAZ - Warrant Clearing Account	Check	1099944	09/22/2021	Accounts Payable	FRONTIER	277.00
Open	NBAZ - Warrant Clearing Account	Check	1099945	09/22/2021	Accounts Payable	FRONTIER	111.59
Open	NBAZ - Warrant Clearing Account	Check	1099946	09/22/2021	Accounts Payable	FRONTIER	75.45
Open	NBAZ - Warrant Clearing Account	Check	1099947	09/22/2021	Accounts Payable	FRONTIER	171.31
Open	NBAZ - Warrant Clearing Account	Check	1099948	09/22/2021	Accounts Payable	FRONTIER	111.11
Open	NBAZ - Warrant Clearing Account	Check	1099949	09/22/2021	Accounts Payable	FRONTIER	177.51
Open	NBAZ - Warrant Clearing Account	Check	1099950	09/22/2021	Accounts Payable	FRONTIER	176.06
Open	NBAZ - Warrant Clearing Account	Check	1099951	09/22/2021	Accounts Payable	FRONTIER	78.23
Open	NBAZ - Warrant Clearing Account	Check	1099952	09/22/2021	Accounts Payable	FRONTIER	460.04
Open	NBAZ - Warrant Clearing Account	Check	1099953	09/22/2021	Accounts Payable	FRONTIER	105.21
Open	NBAZ - Warrant Clearing Account	Check	1099954	09/22/2021	Accounts Payable	FRONTIER	102.99
Open	NBAZ - Warrant Clearing Account	Check	1099955	09/22/2021	Accounts Payable	FRONTIER	183.99
Open	NBAZ - Warrant Clearing Account	Check	1099956	09/22/2021	Accounts Payable	FRONTIER	198.48
Open	NBAZ - Warrant Clearing Account	Check	1099957	09/22/2021	Accounts Payable	FSU CENTER FOR PREVENTION AND EIP	1,100.00
Open	NBAZ - Warrant Clearing Account	Check	1099958	09/22/2021	Accounts Payable	GALLUP INDEPENDENT	441.94
Open	NBAZ - Warrant Clearing Account	Check	1099959	09/22/2021	Accounts Payable	GALLUP WATER WORKS	50.25
Open	NBAZ - Warrant Clearing Account	Check	1099960	09/22/2021	Accounts Payable	GOLIGHTLY TIRE	3,954.76
Open	NBAZ - Warrant Clearing Account	Check	1099961	09/22/2021	Accounts Payable	GRAINGER	182.18
Open	NBAZ - Warrant Clearing Account	Check	1099962	09/22/2021	Accounts Payable	RICHARD C GUINN	89.26
Open	NBAZ - Warrant Clearing Account	Check	1099963	09/22/2021	Accounts Payable	HEALTH EQUITY INC	168.55
Open	NBAZ - Warrant Clearing Account	Check	1099964	09/22/2021	Accounts Payable	KLINT HEAP	1,400.00
Open	NBAZ - Warrant Clearing Account	Check	1099965	09/22/2021	Accounts Payable	HILL AZ GROCERY STORE	79.65
Open	NBAZ - Warrant Clearing Account	Check	1099966	09/22/2021	Accounts Payable	HILLYARD/FLAGSTAFF	686.34
Open	NBAZ - Warrant Clearing Account	Check	1099967	09/22/2021	Accounts Payable	HOME DEPOT	173.03
Open	NBAZ - Warrant Clearing Account	Check	1099968	09/22/2021	Accounts Payable	LETA HONNIE	430.22
Open	NBAZ - Warrant Clearing Account	Check	1099969	09/22/2021	Accounts Payable	HUGHES SUPPLY INC (LAKE SIDE)	31.93
Open	NBAZ - Warrant Clearing Account	Check	1099970	09/22/2021	Accounts Payable	INGRAM LIBRARY SERVICES	1,415.07
Open	NBAZ - Warrant Clearing Account	Check	1099971	09/22/2021	Accounts Payable	GENEVA L JACKSON	283.02
Open	NBAZ - Warrant Clearing Account	Check	1099972	09/22/2021	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	81.23

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1099973	09/22/2021	Accounts Payable	KIMBALL EQUIPMENT COMPANY	1,980.98
Open	NBAZ - Warrant Clearing Account	Check	1099974	09/22/2021	Accounts Payable	LANGUAGE LINE SERVICES INC	14.08
Open	NBAZ - Warrant Clearing Account	Check	1099975	09/22/2021	Accounts Payable	LARSON WASTE INC	19.95
Open	NBAZ - Warrant Clearing Account	Check	1099976	09/22/2021	Accounts Payable	MICHAEL LATHAM	199.90
Open	NBAZ - Warrant Clearing Account	Check	1099977	09/22/2021	Accounts Payable	KYLIE RAE LAUNIVUVO	1,722.50
Open	NBAZ - Warrant Clearing Account	Check	1099978	09/22/2021	Accounts Payable	LEGAL AND LIABILITY RISK MANAGEMENT INSTITUTE	150.00
Open	NBAZ - Warrant Clearing Account	Check	1099979	09/22/2021	Accounts Payable	LEGATE, PENROD & ASSOCIATES	5,160.00
Open	NBAZ - Warrant Clearing Account	Check	1099980	09/22/2021	Accounts Payable	LINGO	138.35
Open	NBAZ - Warrant Clearing Account	Check	1099981	09/22/2021	Accounts Payable	CEELAYE LIVINGSTON	408.65
Open	NBAZ - Warrant Clearing Account	Check	1099982	09/22/2021	Accounts Payable	STEPHANIE MCCARTHY	309.90
Open	NBAZ - Warrant Clearing Account	Check	1099983	09/22/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	783.60
Open	NBAZ - Warrant Clearing Account	Check	1099984	09/22/2021	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	2,313.00
Open	NBAZ - Warrant Clearing Account	Check	1099985	09/22/2021	Accounts Payable	NAPA	435.72
Open	NBAZ - Warrant Clearing Account	Check	1099986	09/22/2021	Accounts Payable	NATIONAL SHERIFFS' ASSOCIATION	30.00
Open	NBAZ - Warrant Clearing Account	Check	1099987	09/22/2021	Accounts Payable	NAVAJO COUNTY SCHOOL SUPERINTENDENT OFFICE	250.00
Open	NBAZ - Warrant Clearing Account	Check	1099988	09/22/2021	Accounts Payable	NAVAJO SANITATION INC	47.70
Open	NBAZ - Warrant Clearing Account	Check	1099989	09/22/2021	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,137.10
Open	NBAZ - Warrant Clearing Account	Check	1099990	09/22/2021	Accounts Payable	NAVAJO WESTERNERS	902.12
Open	NBAZ - Warrant Clearing Account	Check	1099991	09/22/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	4,817.36
Open	NBAZ - Warrant Clearing Account	Check	1099992	09/22/2021	Accounts Payable	NEWMAN SIGNS INC	385.78
Open	NBAZ - Warrant Clearing Account	Check	1099993	09/22/2021	Accounts Payable	HALEY RHAЕ NICOLL	301.06
Open	NBAZ - Warrant Clearing Account	Check	1099994	09/22/2021	Accounts Payable	LARRY NOBLE	283.02
Open	NBAZ - Warrant Clearing Account	Check	1099995	09/22/2021	Accounts Payable	NOEL'S INC	548.99
Open	NBAZ - Warrant Clearing Account	Check	1099996	09/22/2021	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	895.95
Open	NBAZ - Warrant Clearing Account	Check	1099997	09/22/2021	Accounts Payable	ANTONY C NOTAH	160.00
Open	NBAZ - Warrant Clearing Account	Check	1099998	09/22/2021	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	262.00
Open	NBAZ - Warrant Clearing Account	Check	1099999	09/22/2021	Accounts Payable	OCTOPUS CAR WASH INC	41.45
Open	NBAZ - Warrant Clearing Account	Check	1100000	09/22/2021	Accounts Payable	OVERDRIVE INC	216.61
Open	NBAZ - Warrant Clearing Account	Check	1100001	09/22/2021	Accounts Payable	RYAN N PATTERSON	32.42
Open	NBAZ - Warrant Clearing Account	Check	1100002	09/22/2021	Accounts Payable	DOUGLAS LANCE PEARCE	270.05
Open	NBAZ - Warrant Clearing Account	Check	1100003	09/22/2021	Accounts Payable	PERFECT PRINTZ LLC	9,172.22
Open	NBAZ - Warrant Clearing Account	Check	1100004	09/22/2021	Accounts Payable	GUY KEITH PHELPS	325.12
Open	NBAZ - Warrant Clearing Account	Check	1100005	09/22/2021	Accounts Payable	PRO PETROLEUM	20,078.97
Open	NBAZ - Warrant Clearing Account	Check	1100006	09/22/2021	Accounts Payable	QUALITY CARQUEST	361.33
Open	NBAZ - Warrant Clearing Account	Check	1100007	09/22/2021	Accounts Payable	QUILL CORP	2,884.78
Open	NBAZ - Warrant Clearing Account	Check	1100008	09/22/2021	Accounts Payable	RIGG LAW FIRM PLLC	2,736.00
Open	NBAZ - Warrant Clearing Account	Check	1100009	09/22/2021	Accounts Payable	JOHN MICHAEL ROBERTSON	235.16
Open	NBAZ - Warrant Clearing Account	Check	1100010	09/22/2021	Accounts Payable	RUSH TRUCK CENTER	709.66
Open	NBAZ - Warrant Clearing Account	Check	1100011	09/22/2021	Accounts Payable	SAFETY KLEEN	131.63

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100012	09/22/2021	Accounts Payable	PATRICK J SANDOVAL	415.69
Open	NBAZ - Warrant Clearing Account	Check	1100013	09/22/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	1,708.28
Open	NBAZ - Warrant Clearing Account	Check	1100014	09/22/2021	Accounts Payable	ALTON JOE SHEPHERD	204.96
Open	NBAZ - Warrant Clearing Account	Check	1100015	09/22/2021	Accounts Payable	ALTON JOE SHEPHERD	5.04
Open	NBAZ - Warrant Clearing Account	Check	1100016	09/22/2021	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	12.00
Open	NBAZ - Warrant Clearing Account	Check	1100017	09/22/2021	Accounts Payable	SPARKLETT'S WATER	283.10
Open	NBAZ - Warrant Clearing Account	Check	1100018	09/22/2021	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	430.00
Open	NBAZ - Warrant Clearing Account	Check	1100019	09/22/2021	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,063.26
Open	NBAZ - Warrant Clearing Account	Check	1100020	09/22/2021	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	222.74
Open	NBAZ - Warrant Clearing Account	Check	1100021	09/22/2021	Accounts Payable	CHERYL STRADLING	110.03
Open	NBAZ - Warrant Clearing Account	Check	1100022	09/22/2021	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100023	09/22/2021	Accounts Payable	SUN GLASS LLC	467.70
Open	NBAZ - Warrant Clearing Account	Check	1100024	09/22/2021	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	506.68
Open	NBAZ - Warrant Clearing Account	Check	1100025	09/22/2021	Accounts Payable	TEN COW COMPANY INC	1,676.93
Open	NBAZ - Warrant Clearing Account	Check	1100026	09/22/2021	Accounts Payable	THE GUIDANCE CENTER	1,173.00
Open	NBAZ - Warrant Clearing Account	Check	1100027	09/22/2021	Accounts Payable	THE POUR STATION	15.00
Open	NBAZ - Warrant Clearing Account	Check	1100028	09/22/2021	Accounts Payable	JEREL THOMAS	233.00
Open	NBAZ - Warrant Clearing Account	Check	1100029	09/22/2021	Accounts Payable	TOWN OF SPRINGERVILLE	265.03
Open	NBAZ - Warrant Clearing Account	Check	1100030	09/22/2021	Accounts Payable	TRIPLE R FUELS	159.87
Open	NBAZ - Warrant Clearing Account	Check	1100031	09/22/2021	Accounts Payable	UNIFIRST CORPORATION	143.28
Open	NBAZ - Warrant Clearing Account	Check	1100032	09/22/2021	Accounts Payable	UNITED INFORMATION SERVICES	412.29
Open	NBAZ - Warrant Clearing Account	Check	1100033	09/22/2021	Accounts Payable	UNITED PARCEL SERVICE	600.00
Open	NBAZ - Warrant Clearing Account	Check	1100034	09/22/2021	Accounts Payable	REBECCA URIAS	283.02
Open	NBAZ - Warrant Clearing Account	Check	1100035	09/22/2021	Accounts Payable	US POSTMASTER	7.37
Open	NBAZ - Warrant Clearing Account	Check	1100036	09/22/2021	Accounts Payable	US POSTMASTER	174.00
Open	NBAZ - Warrant Clearing Account	Check	1100037	09/22/2021	Accounts Payable	US POSTMASTER	160.00
Open	NBAZ - Warrant Clearing Account	Check	1100038	09/22/2021	Accounts Payable	VALLEY AUTO PARTS	407.51
Open	NBAZ - Warrant Clearing Account	Check	1100039	09/22/2021	Accounts Payable	VALLEY IMAGING SOLUTIONS	18.09
Open	NBAZ - Warrant Clearing Account	Check	1100040	09/22/2021	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	209.35
Open	NBAZ - Warrant Clearing Account	Check	1100041	09/22/2021	Accounts Payable	VERIZON WIRELESS	861.52
Open	NBAZ - Warrant Clearing Account	Check	1100042	09/22/2021	Accounts Payable	WAGNER EQUIPMENT CO	758.53
Open	NBAZ - Warrant Clearing Account	Check	1100043	09/22/2021	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	264.14
Open	NBAZ - Warrant Clearing Account	Check	1100044	09/22/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	442.11
Open	NBAZ - Warrant Clearing Account	Check	1100045	09/22/2021	Accounts Payable	WOODLAND BUILDING CENTER	215.50
Open	NBAZ - Warrant Clearing Account	Check	1100046	09/22/2021	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,632.00
Open	NBAZ - Warrant Clearing Account	Check	1100047	09/22/2021	Accounts Payable	XEROX CORP	125.64
Open	NBAZ - Warrant Clearing Account	Check	1100048	09/22/2021	Accounts Payable	SCOTT VAROSH	43.56
Open	NBAZ - Warrant Clearing Account	Check	1100049	09/22/2021	Accounts Payable	LEILANI MICHELLE YAZZIE	96.00
Open	NBAZ - Warrant Clearing Account	Check	1100050	09/22/2021	Accounts Payable	JAY YELLOWHORSE	454.97

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100051	09/22/2021	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	459.82
Open	NBAZ - Warrant Clearing Account	Check	1100052	09/28/2021	Accounts Payable	A FINANCIAL CHOICE INC AERUS ELECTROLUX	9,100.00
Open	NBAZ - Warrant Clearing Account	Check	1100053	09/28/2021	Accounts Payable	ALLEGRA	5,381.34
Open	NBAZ - Warrant Clearing Account	Check	1100054	09/28/2021	Accounts Payable	ALPINE WATER AND SANITARY	73.83
Open	NBAZ - Warrant Clearing Account	Check	1100055	09/28/2021	Accounts Payable	ALSCO INC	691.32
Open	NBAZ - Warrant Clearing Account	Check	1100056	09/28/2021	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,636.53
Open	NBAZ - Warrant Clearing Account	Check	1100057	09/28/2021	Accounts Payable	AMAZON COM INC (Health & Library)	579.10
Open	NBAZ - Warrant Clearing Account	Check	1100058	09/28/2021	Accounts Payable	AMIGO CHEVROLET	197.67
Open	NBAZ - Warrant Clearing Account	Check	1100059	09/28/2021	Accounts Payable	APACHE COUNTY	18.85
Open	NBAZ - Warrant Clearing Account	Check	1100060	09/28/2021	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	3,347.67
Open	NBAZ - Warrant Clearing Account	Check	1100061	09/28/2021	Accounts Payable	ASTRO DISTRIBUTING	1,075.00
Open	NBAZ - Warrant Clearing Account	Check	1100062	09/28/2021	Accounts Payable	AZ ASSN OF COUNTIES	249.00
Open	NBAZ - Warrant Clearing Account	Check	1100063	09/28/2021	Accounts Payable	AZ DEPT OF REVENUE	3,233.19
Open	NBAZ - Warrant Clearing Account	Check	1100064	09/28/2021	Accounts Payable	AZ SECRETARY OF STATE	43.00
Open	NBAZ - Warrant Clearing Account	Check	1100065	09/28/2021	Accounts Payable	BASHAS' CORPORATE OFFICE	96.52
Open	NBAZ - Warrant Clearing Account	Check	1100066	09/28/2021	Accounts Payable	BAUMAN HOME AND AUTO INC	107.86
Open	NBAZ - Warrant Clearing Account	Check	1100067	09/28/2021	Accounts Payable	MARLEITA BEGAY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100068	09/28/2021	Accounts Payable	SARAH MAE BEGAY	415.00
Open	NBAZ - Warrant Clearing Account	Check	1100069	09/28/2021	Accounts Payable	DAWN MICHELLE BEUS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100070	09/28/2021	Accounts Payable	JIMICA LYNN BIGMAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100071	09/28/2021	Accounts Payable	PAULA MARIE BILLY	10.00
Open	NBAZ - Warrant Clearing Account	Check	1100072	09/28/2021	Accounts Payable	SANDRA L BLANSETT	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100073	09/28/2021	Accounts Payable	BLUE HILLS ENVIRONMENTAL	118.50
Open	NBAZ - Warrant Clearing Account	Check	1100074	09/28/2021	Accounts Payable	BLUE KNIGHT SECURITY LLC	2,225.00
Open	NBAZ - Warrant Clearing Account	Check	1100075	09/28/2021	Accounts Payable	BETH BOND	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100076	09/28/2021	Accounts Payable	BOOT BARN	833.54
Open	NBAZ - Warrant Clearing Account	Check	1100077	09/28/2021	Accounts Payable	JARROD C BROOKS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100078	09/28/2021	Accounts Payable	BAUER K BROWN	50.18
Open	NBAZ - Warrant Clearing Account	Check	1100079	09/28/2021	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	Check	1100080	09/28/2021	Accounts Payable	BURNHAM MORTUARY	448.78
Open	NBAZ - Warrant Clearing Account	Check	1100081	09/28/2021	Accounts Payable	BURNHAM MORTUARY	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1100082	09/28/2021	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	154.86
Open	NBAZ - Warrant Clearing Account	Check	1100083	09/28/2021	Accounts Payable	REDACTED	121.26
Open	NBAZ - Warrant Clearing Account	Check	1100084	09/28/2021	Accounts Payable	CELLULAR ONE NE AZ	567.03
Open	NBAZ - Warrant Clearing Account	Check	1100085	09/28/2021	Accounts Payable	CONNEY SAFETY PRODUCTS	573.50
Open	NBAZ - Warrant Clearing Account	Check	1100086	09/28/2021	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	201.98
Open	NBAZ - Warrant Clearing Account	Check	1100087	09/28/2021	Accounts Payable	CONTROLLED FORCE INC	870.00
Open	NBAZ - Warrant Clearing Account	Check	1100088	09/28/2021	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	179.99
Open	NBAZ - Warrant Clearing Account	Check	1100089	09/28/2021	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	879.06

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100090	09/28/2021	Accounts Payable	JOSEPH DEDMAN JR	71.00
Open	NBAZ - Warrant Clearing Account	Check	1100091	09/28/2021	Accounts Payable	EM HALE LAW	312.00
Open	NBAZ - Warrant Clearing Account	Check	1100092	09/28/2021	Accounts Payable	EMPIRE MACHINERY	942,879.98
Open	NBAZ - Warrant Clearing Account	Check	1100093	09/28/2021	Accounts Payable	ENVIRONMENTAL TECHNOLOGY INC	155.00
Open	NBAZ - Warrant Clearing Account	Check	1100094	09/28/2021	Accounts Payable	FLEET PRIDE	1,081.83
Open	NBAZ - Warrant Clearing Account	Check	1100095	09/28/2021	Accounts Payable	GABRIEL FREELAND	1,458.96
Open	NBAZ - Warrant Clearing Account	Check	1100096	09/28/2021	Accounts Payable	FRONTIER	4,664.05
Open	NBAZ - Warrant Clearing Account	Check	1100097	09/28/2021	Accounts Payable	FRONTIER	1,881.77
Open	NBAZ - Warrant Clearing Account	Check	1100098	09/28/2021	Accounts Payable	FRONTIER	57.89
Open	NBAZ - Warrant Clearing Account	Check	1100099	09/28/2021	Accounts Payable	FRONTIER	206.27
Open	NBAZ - Warrant Clearing Account	Check	1100100	09/28/2021	Accounts Payable	FRONTIER	401.39
Open	NBAZ - Warrant Clearing Account	Check	1100101	09/28/2021	Accounts Payable	FRONTIER	808.59
Open	NBAZ - Warrant Clearing Account	Check	1100102	09/28/2021	Accounts Payable	FRONTIER	732.52
Open	NBAZ - Warrant Clearing Account	Check	1100103	09/28/2021	Accounts Payable	FRONTIER	257.24
Open	NBAZ - Warrant Clearing Account	Check	1100104	09/28/2021	Accounts Payable	FRONTIER	374.06
Open	NBAZ - Warrant Clearing Account	Check	1100105	09/28/2021	Accounts Payable	FRONTIER	145.57
Open	NBAZ - Warrant Clearing Account	Check	1100106	09/28/2021	Accounts Payable	FRONTIER	24.79
Open	NBAZ - Warrant Clearing Account	Check	1100107	09/28/2021	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1100108	09/28/2021	Accounts Payable	FUTURE TIRE	4,183.67
Open	NBAZ - Warrant Clearing Account	Check	1100109	09/28/2021	Accounts Payable	GALL'S INC	185.22
Open	NBAZ - Warrant Clearing Account	Check	1100110	09/28/2021	Accounts Payable	GFOA GOVERNMENT FINANCE OFFICERS ASSOC	575.00
Open	NBAZ - Warrant Clearing Account	Check	1100111	09/28/2021	Accounts Payable	DARYL GREER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100112	09/28/2021	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
Open	NBAZ - Warrant Clearing Account	Check	1100113	09/28/2021	Accounts Payable	REDACTED	261.07
Open	NBAZ - Warrant Clearing Account	Check	1100114	09/28/2021	Accounts Payable	KLINT HEAP	225.00
Open	NBAZ - Warrant Clearing Account	Check	1100115	09/28/2021	Accounts Payable	HILL AZ GROCERY STORE	63.34
Open	NBAZ - Warrant Clearing Account	Check	1100116	09/28/2021	Accounts Payable	HILL AZ GROCERY STORE	125.49
Open	NBAZ - Warrant Clearing Account	Check	1100117	09/28/2021	Accounts Payable	HILLYARD/FLAGSTAFF	48.65
Open	NBAZ - Warrant Clearing Account	Check	1100118	09/28/2021	Accounts Payable	HOME DEPOT	109.42
Open	NBAZ - Warrant Clearing Account	Check	1100119	09/28/2021	Accounts Payable	ANNELL R HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100120	09/28/2021	Accounts Payable	BRIAN HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100121	09/28/2021	Accounts Payable	J & B SALES	3,354.50
Open	NBAZ - Warrant Clearing Account	Check	1100122	09/28/2021	Accounts Payable	LELAND C JAMES	104.00
Open	NBAZ - Warrant Clearing Account	Check	1100123	09/28/2021	Accounts Payable	JCG TECHNOLOGIES INC	2,100.00
Open	NBAZ - Warrant Clearing Account	Check	1100124	09/28/2021	Accounts Payable	TYRON JENSEN	1,509.50
Open	NBAZ - Warrant Clearing Account	Check	1100125	09/28/2021	Accounts Payable	JOHNSON APPRAISAL GROUP PLLC	1,212.30
Open	NBAZ - Warrant Clearing Account	Check	1100126	09/28/2021	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	388.91
Open	NBAZ - Warrant Clearing Account	Check	1100127	09/28/2021	Accounts Payable	KENTUCKY FRIED CHICKEN	87.39
Open	NBAZ - Warrant Clearing Account	Check	1100128	09/28/2021	Accounts Payable	KONICA MINOLTA	131.26

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100129	09/28/2021	Accounts Payable	LARRY TRAVIS HEAP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100130	09/28/2021	Accounts Payable	LEGAL AND LIABILITY RISK MANAGEMENT INSTITUTE	525.00
Open	NBAZ - Warrant Clearing Account	Check	1100131	09/28/2021	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	13.68
Open	NBAZ - Warrant Clearing Account	Check	1100132	09/28/2021	Accounts Payable	LEXIPOL LLC	10,588.34
Open	NBAZ - Warrant Clearing Account	Check	1100133	09/28/2021	Accounts Payable	CHEYANNE CIARA LITTLEMAN	389.17
Open	NBAZ - Warrant Clearing Account	Check	1100134	09/28/2021	Accounts Payable	DEENA CHRISTINE MATTICE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100135	09/28/2021	Accounts Payable	CHRIS MCCARTHY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100136	09/28/2021	Accounts Payable	STEPHANIE MCCARTHY	200.00
Open	NBAZ - Warrant Clearing Account	Check	1100137	09/28/2021	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	656.00
Open	NBAZ - Warrant Clearing Account	Check	1100138	09/28/2021	Accounts Payable	ALANE M MOORE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100139	09/28/2021	Accounts Payable	DIANA M MORGAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100140	09/28/2021	Accounts Payable	NAPA	91.48
Open	NBAZ - Warrant Clearing Account	Check	1100141	09/28/2021	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	44.52
Open	NBAZ - Warrant Clearing Account	Check	1100142	09/28/2021	Accounts Payable	NAVAJO TRACTOR SALES INC	649.31
Open	NBAZ - Warrant Clearing Account	Check	1100143	09/28/2021	Accounts Payable	NAVAJO WESTERNERS	24.27
Open	NBAZ - Warrant Clearing Account	Check	1100144	09/28/2021	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	10,151.62
Open	NBAZ - Warrant Clearing Account	Check	1100145	09/28/2021	Accounts Payable	TEDDY MILES NEWMAN	178.97
Open	NBAZ - Warrant Clearing Account	Check	1100146	09/28/2021	Accounts Payable	NEWMAN SIGNS INC	5,299.64
Open	NBAZ - Warrant Clearing Account	Check	1100147	09/28/2021	Accounts Payable	EMERIK J NEZ	104.00
Open	NBAZ - Warrant Clearing Account	Check	1100148	09/28/2021	Accounts Payable	HALEY RHAЕ NICOLL	42.01
Open	NBAZ - Warrant Clearing Account	Check	1100149	09/28/2021	Accounts Payable	HALEY RHAЕ NICOLL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100150	09/28/2021	Accounts Payable	NOR-KEM DISTRIBUTORS INC	1,068.43
Open	NBAZ - Warrant Clearing Account	Check	1100151	09/28/2021	Accounts Payable	OFFICE DEPOT	893.92
Open	NBAZ - Warrant Clearing Account	Check	1100152	09/28/2021	Accounts Payable	ELEXUS OLLETON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100153	09/28/2021	Accounts Payable	ORIENTAL TRADING COMPANY	46.20
Open	NBAZ - Warrant Clearing Account	Check	1100154	09/28/2021	Accounts Payable	OVERDRIVE INC	955.96
Open	NBAZ - Warrant Clearing Account	Check	1100155	09/28/2021	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	83.42
Open	NBAZ - Warrant Clearing Account	Check	1100156	09/28/2021	Accounts Payable	JILL PATTERSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100157	09/28/2021	Accounts Payable	RYAN N PATTERSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100158	09/28/2021	Accounts Payable	PERFECT PRINTZ LLC	238.96
Open	NBAZ - Warrant Clearing Account	Check	1100159	09/28/2021	Accounts Payable	PERKINS CINDERS INC	1,860.66
Open	NBAZ - Warrant Clearing Account	Check	1100160	09/28/2021	Accounts Payable	PIMA COUNTY MEDICAL	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1100161	09/28/2021	Accounts Payable	PITNEY BOWES	383.58
Open	NBAZ - Warrant Clearing Account	Check	1100162	09/28/2021	Accounts Payable	PRO PETROLEUM	20,106.83
Open	NBAZ - Warrant Clearing Account	Check	1100163	09/28/2021	Accounts Payable	GEORGE C PUENTE JR	104.00
Open	NBAZ - Warrant Clearing Account	Check	1100164	09/28/2021	Accounts Payable	QUILL CORP	3,200.98
Open	NBAZ - Warrant Clearing Account	Check	1100165	09/28/2021	Accounts Payable	R&S NORTHEAST LLC	4,093.61
Open	NBAZ - Warrant Clearing Account	Check	1100166	09/28/2021	Accounts Payable	KODY RICHARDSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100167	09/28/2021	Accounts Payable	CELESTE ROBERTSON	300.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100168	09/28/2021	Accounts Payable	JOHN MICHAEL ROBERTSON	3,411.77
Open	NBAZ - Warrant Clearing Account	Check	1100169	09/28/2021	Accounts Payable	DAVID JULIAN ROMERO	395.87
Open	NBAZ - Warrant Clearing Account	Check	1100170	09/28/2021	Accounts Payable	ALEXANDRA NICOLA A RUPP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100171	09/28/2021	Accounts Payable	S R ROBERTS INC	1,943.20
Open	NBAZ - Warrant Clearing Account	Check	1100172	09/28/2021	Accounts Payable	SAFETY KLEEN	460.73
Open	NBAZ - Warrant Clearing Account	Check	1100173	09/28/2021	Accounts Payable	PATRICK J SANDOVAL	58.00
Open	NBAZ - Warrant Clearing Account	Check	1100174	09/28/2021	Accounts Payable	SANOPI PASTEUR INC	4,804.02
Open	NBAZ - Warrant Clearing Account	Check	1100175	09/28/2021	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1100176	09/28/2021	Accounts Payable	SECURUS TECHNOLOGIES INC	2,059.95
Open	NBAZ - Warrant Clearing Account	Check	1100177	09/28/2021	Accounts Payable	ANALEASE SEGOVIA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100178	09/28/2021	Accounts Payable	ALTON JOE SHEPHERD	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100179	09/28/2021	Accounts Payable	LANNY B SHERILL	225.00
Open	NBAZ - Warrant Clearing Account	Check	1100180	09/28/2021	Accounts Payable	JOE SHIRLEY JR	693.55
Open	NBAZ - Warrant Clearing Account	Check	1100181	09/28/2021	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	1,366.62
Open	NBAZ - Warrant Clearing Account	Check	1100182	09/28/2021	Accounts Payable	SOUTHERN TIRE MART LLC	1,931.40
Open	NBAZ - Warrant Clearing Account	Check	1100183	09/28/2021	Accounts Payable	SOUTHWEST RUBBER & SUPPLY CO INC	181.21
Open	NBAZ - Warrant Clearing Account	Check	1100184	09/28/2021	Accounts Payable	SPARKLETT'S WATER	25.56
Open	NBAZ - Warrant Clearing Account	Check	1100185	09/28/2021	Accounts Payable	SPEEDY SALES AND SERVICE	3,291.30
Open	NBAZ - Warrant Clearing Account	Check	1100186	09/28/2021	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	240.00
Open	NBAZ - Warrant Clearing Account	Check	1100187	09/28/2021	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	178.87
Open	NBAZ - Warrant Clearing Account	Check	1100188	09/28/2021	Accounts Payable	ST JOHNS EMERGENCY SERVICES	2,126.52
Open	NBAZ - Warrant Clearing Account	Check	1100189	09/28/2021	Accounts Payable	CHERYL STRADLING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100190	09/28/2021	Accounts Payable	REED D STRADLING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100191	09/28/2021	Accounts Payable	SUMMIT FUNERAL HOME	450.00
Open	NBAZ - Warrant Clearing Account	Check	1100192	09/28/2021	Accounts Payable	REDACTED	317.02
Open	NBAZ - Warrant Clearing Account	Check	1100193	09/28/2021	Accounts Payable	TEK TOOLS	6,578.68
Open	NBAZ - Warrant Clearing Account	Check	1100194	09/28/2021	Accounts Payable	THE GUIDANCE CENTER	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1100195	09/28/2021	Accounts Payable	THE POUR STATION	7.50
Open	NBAZ - Warrant Clearing Account	Check	1100196	09/28/2021	Accounts Payable	JEREL THOMAS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100197	09/28/2021	Accounts Payable	THOMSON REUTERS WEST	473.50
Open	NBAZ - Warrant Clearing Account	Check	1100198	09/28/2021	Accounts Payable	TRIPLE R FUELS	22.80
Open	NBAZ - Warrant Clearing Account	Check	1100199	09/28/2021	Accounts Payable	NICOLE M TSOSIE	104.00
Open	NBAZ - Warrant Clearing Account	Check	1100200	09/28/2021	Accounts Payable	TYLER TECHNOLOGIES INC	150.00
Open	NBAZ - Warrant Clearing Account	Check	1100201	09/28/2021	Accounts Payable	W JEFFORY UDALL	64.96
Open	NBAZ - Warrant Clearing Account	Check	1100202	09/28/2021	Accounts Payable	UNIFIRST CORPORATION	99.21
Open	NBAZ - Warrant Clearing Account	Check	1100203	09/28/2021	Accounts Payable	VALLEY AUTO PARTS	706.42
Open	NBAZ - Warrant Clearing Account	Check	1100204	09/28/2021	Accounts Payable	HEATHER VAN DER NOORD	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100205	09/28/2021	Accounts Payable	VERIZON WIRELESS	4,221.77
Open	NBAZ - Warrant Clearing Account	Check	1100206	09/28/2021	Accounts Payable	DELANA WAITE	300.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1100207	09/28/2021	Accounts Payable	DODEE WALLACE	225.00
Open	NBAZ - Warrant Clearing Account	Check	1100208	09/28/2021	Accounts Payable	STEVE V WEST	32.92
Open	NBAZ - Warrant Clearing Account	Check	1100209	09/28/2021	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	106.31
Open	NBAZ - Warrant Clearing Account	Check	1100210	09/28/2021	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	150.00
Open	NBAZ - Warrant Clearing Account	Check	1100211	09/28/2021	Accounts Payable	MICHAEL B WHITTING	848.75
Open	NBAZ - Warrant Clearing Account	Check	1100212	09/28/2021	Accounts Payable	WOODLAND BUILDING CENTER	1,057.89
Open	NBAZ - Warrant Clearing Account	Check	1100213	09/28/2021	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,736.10
Open	NBAZ - Warrant Clearing Account	Check	1100214	09/28/2021	Accounts Payable	JOSEPH YOUNG	300.00
Open	NBAZ - Warrant Clearing Account	Check	1100215	09/28/2021	Accounts Payable	IVAN D ZHELEV	604.75
Open	NBAZ - Warrant Clearing Account	Check	1100240	09/28/2021	Accounts Payable	A SPEEDY CASH CAR TITLE LOANS LLC	221.35
Open	NBAZ - Warrant Clearing Account	Check	1100241	09/28/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	406.30
Open	NBAZ - Warrant Clearing Account	Check	1100242	09/28/2021	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	147,393.79
Open	NBAZ - Warrant Clearing Account	Check	1100243	09/28/2021	Accounts Payable	APACHE COUNTY TREASURER	151.00
Open	NBAZ - Warrant Clearing Account	Check	1100244	09/28/2021	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1100245	09/28/2021	Accounts Payable	AZ STATE RETIREMENT SYSTEM	111,843.38
Open	NBAZ - Warrant Clearing Account	Check	1100246	09/28/2021	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1100247	09/28/2021	Accounts Payable	CORP AOC DISABILITY	14.66
Open	NBAZ - Warrant Clearing Account	Check	1100248	09/28/2021	Accounts Payable	CORP DISABILITY	114.86
Open	NBAZ - Warrant Clearing Account	Check	1100249	09/28/2021	Accounts Payable	CORRECTIONS OFFICER RET PLAN	12,134.70
Open	NBAZ - Warrant Clearing Account	Check	1100250	09/28/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,617.96
Open	NBAZ - Warrant Clearing Account	Check	1100251	09/28/2021	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	Check	1100252	09/28/2021	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1100253	09/28/2021	Accounts Payable	GURSTEL LAW FIRM PC	257.87
Open	NBAZ - Warrant Clearing Account	Check	1100254	09/28/2021	Accounts Payable	NATIONWIDE	1,602.11
Open	NBAZ - Warrant Clearing Account	Check	1100255	09/28/2021	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1100256	09/28/2021	Accounts Payable	NATIONWIDE TRUST FSB	3,589.60
Open	NBAZ - Warrant Clearing Account	Check	1100257	09/28/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1100258	09/28/2021	Accounts Payable	PUBLIC SAFETY SHERIFF RET	9,558.81
Open	NBAZ - Warrant Clearing Account	Check	1100259	09/28/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	174.00
Open	NBAZ - Warrant Clearing Account	Check	1100260	09/28/2021	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	523.40
Open	NBAZ - Warrant Clearing Account	Check	1100261	09/29/2021	Accounts Payable	DIANA M MORGAN	228.48
Open	NBAZ - Warrant Clearing Account	Check	1100262	09/29/2021	Accounts Payable	RYAN N PATTERSON	160.16
Open	NBAZ - Warrant Clearing Account	Check	1100263	09/29/2021	Accounts Payable	JOE SHIRLEY JR	687.52

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(01/19/2019) (1/19/2019)

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

County Manager

Date/Signature:

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

Request approval of minutes dated September 7, 2021

BOS Meeting Date Requested 10/5/21

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
September 7, 2021
St. Johns, Arizona

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

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

Liz Castillo led the Pledge of Allegiance.

Lehi Montierth gave the invocation.

Chairman Shirley called for the Health District items.

Mr. Patterson requested approval of Intergovernmental Agreement #CTR041404, Amendment #4 Woman, Infant, Children and Breastfeeding Peer Counseling Services, effective October 1, 2021 to September 30, 2022 in the amount of \$97,500. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson requested approval of two (2) full-time Public Health Nurse positions. These are grant-funded and will not result in an increase to the FY22 budget. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Mr. Davis made the motion to sit as the Board of Supervisors sat as the Board of Equalization, seconded by Mr. Shepherd. Vote was unanimous. **Mr. Davis moved to accept the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on August 25, 2021, seconded by Mr. Shepherd.**

Acceptance of hearing determination of Petition for Review of Real Property valuation for JFP-AG Springerville LLC-Safeway CPTS #2076 for parcel 105-18-025B.

Acceptance of hearing determination of Petition for Review of Real Property valuation for MM Associates Fund I Partners LLC for parcel 207-26-350B.

Acceptance of hearing determination of Petition for Review of Real Property valuation for David & Melissa Kittle for parcel 107-14-001G.

Acceptance of hearing determination of Petition for Review of Real Property valuation for Herbert & Janice Havins Living Trust for parcel 212-10-019.

The vote was unanimous to accept Hearing Officer Johnson's decision regarding the Petition for Review of Real Property valuation appeals. **Mr. Davis moved to close the Board of Equalization and resume sitting as the Board of Supervisors, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-I and recommended approval, **Mr. Davis moved approval, seconded by Mr. Shepherd. County Manager/Clerk of the Board: A.** Request approval of demands as distributed to the Apache County Board of Supervisors between August 6, 2021 to September 7, 2021. Payee Amount A & E REPROGRAPHICS 13,728.21 CORTEZ VISUAL COMMUNICATIONS INC 4,194.08 HIGH COUNTRY SIGNS LLC 1,970.00 NAVAJO TRIBAL UTILITY AUTHORITY 2,420.75 QUILL CORP 3,395.00 RICOH USA INC 30,127.50 SAFELITE AUTO GLASS 1,013.68 STAPLES BUSINESS CREDIT STAPLES ADVANTAGE 8,878.75 APACHE COUNTY HSA 3,809.74 APACHE COUNTY MEDICAL 162,309.07 APACHE COUNTY TAX WITHHOLDING 139,659.18 ASRS LEGACY EORP 8,270.90 AZ STATE RETIREMENT SYSTEM 107,428.66 COLONIAL LIFE AND ACCIDENT INS 1,396.80 CORRECTIONS OFFICER RET PLAN 11,304.51 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,872.64 EORP LEGACY 1,360.17 NATIONWIDE 2,545.05 NATIONWIDE TRUST FSB 3,692.54 PUBLIC SAFETY PERSONNEL 401 13,443.69 PUBLIC SAFETY SHERIFF RET 9,187.06 ALL MOUNTAIN RV SERVICE & SUPPLY 8,865.00 AMAZON CAPITAL SERVICES INC 8,250.94 APACHE COUNTY FAIR 25,000.00 AZ COUNTIES INSURANCE POOL 3,008.08 AZ DEPT OF HEALTH SERVICES 1,295.00 BREWER LAW OFFICE PLLC 8,500.00 C&I SHOW HARDWARE & SECURITY SYSTEMS INC 2,393.40 COMFORT INN LUCKY LANE (FLAG) 1,040.64 CREATIVE MULTIMEDIA INC (CMI) 19,140.00 CREATIVE MULTIMEDIA INC (CMI) 5,038.75 EMPIRE MACHINERY 5,203.31 FRONTIER 1,420.37 HAMBLIN & ASSOCIATES LLC 4,900.00 HAMBLIN LAW OFFICE PLC 8,500.00 HIGH COUNTRY PROPANE 1,227.38 HILLYARD/FLAGSTAFF 1,457.02 HOME DEPOT 1,308.19 HWY 64 TRUCK & AUTO SALVAGE 1,700.31 INGRAM LIBRARY SERVICES 3,734.42 INLAND KENWORTH INC (FARMINGTON) 32,789.98 JONES SKELTON & HOCHULI PLC 3,892.00 KIMBALL EQUIPMENT COMPANY 1,786.95 NAVAJO TRIBAL UTILITY AUTHORITY 4,198.95 NAVOPACHE ELECTRIC COOPERATIVE 4,858.32 NORCHEM DRUG TESTING LAB (CORDANT) 1,059.70 PACIFIC PONDEROSA CO INC 7,095.15 DANA BRYCE PATTERSON 8,500.00 PUBLIC SAFETY CANCER INSURANCE 1,050.00 QUILL CORP 3,451.71 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 RHINEHART OIL CO 11,778.29 RIGG LAW FIRM PLLC 2,752.00 SECURUS TECHNOLOGIES INC 1,837.79 ST JOHNS CITY 1,808.33 ST JOHNS EMERGENCY SERVICES 1,063.26 VERIZON WIRELESS 1,463.24 WRIGHT EXPRESS FSC WEX 4,308.98 YAZZIE'S AUTO PARTS INC 1,010.68 PATRICK J SANDOVAL 1,378.32 ALLEGRA 1,122.93 AMAZON CAPITAL SERVICES INC 2,601.28 AMAZON COM INC (Health & Library) 1,087.81 ARIZONA COMMUNITY HEALTH WORKERS ASSOCIATION INC 2,500.00 AZ DEPT OF REVENUE 1,852.20 AZ SUPREME COURT 22,825.70 AZLGEBT 324,029.45 BLUE HILLS ENVIRONMENTAL 1,013.05 BRAD HALL &

ASSOCIATES INC 63,150.34 CHANGEPOINT INTEGRATED HEALTH 2,200.00
 CONCHOCAN! (COMMUNITY ACTION NETWORK) 2,249.87 CREDITRON
 CORPORATION 5,487.50 RODGER DAHOZY 1,862.44 DESERT MOUNTAIN
 CORPORATION 27,756.37 EATON SALES & SERVICE 1,536.92 EMPIRE MACHINERY
 18,019.86 ENVIRONMENTAL TECHNOLOGY INC 8,777.96 FRONTIER 1,879.66
 GILA COUNTY 10,223.81 GLAXO SMITHKLINE PHARMACY 1,073.36 HUGHES SUPPLY
 INC (LAKESIDE) 1,762.96 INGRAM LIBRARY SERVICES 1,042.85 JURY SYSTEMS
 INCORPORATED 1,500.00 MICHAEL LATHAM 1,250.55 KYLIE RAE LAUNIUVAO
 4,387.50 JASON WAYNE MOORE 1,623.88 MOUNTAIN COMFORT HEATING AND
 COOLING 1,702.20 NAVAJO TRIBAL UTILITY AUTHORITY 1,466.57 NAVOPACHE
 ELECTRIC COOPERATIVE 11,292.53 NEXTRAQ 17,251.20 NICOLL CONSTRUCTION
 LLC 94,189.09 PATRIOT CONTRACTORS EQUIPMENT SALES & SUPPLY 23,120.00
 QUILL CORP 2,870.99 RDO EQUIPMENT CO 3,193.65 RHINEHART OIL CO 4,931.91
 SAFELITE AUTO GLASS 1,266.90 SANOFI PASTEUR INC 6,688.72 LAURENCE SCHIFF
 1,000.00 SECURUS TECHNOLOGIES INC 1,388.40 ST JOHNS EMERGENCY SERVICES
 2,351.01 VERIZON WIRELESS 3,573.79 SEVEN SUNS 12,265.45 THE MASTERS TOUCH
 LLC 18,717.54 A WORLD OF TRAVEL 1,292.40 ALSCO INC 2,466.62 AMAZON CAPITAL
 SERVICES INC 6,471.63 APACHE COUNTY BOS - SPIN # 14-3016753 54,000.00 APACHE
 COUNTY SCHOOLS CONSORTIUM 14,442.00 ARIZONA ELEVATOR SOLUTIONS INC
 6,123.54 AZ DEPT OF ECONOMIC SECURITY 28,258.25 AZ SUPREME COURT 2,680.00
 AZ SUPREME COURT 1,594.35 BLUE KNIGHT SECURITY LLC 2,925.00 EATON SALES
 & SERVICE 6,323.79 EM HALE LAW 1,592.00 EMPIRE MACHINERY 2,982.25 FRONTIER
 4,691.95 GALLUP INDEPENDENT 4,332.80 GABRIEL C GARCIA 1,200.00 HATCH
 CONSTRUCTION 4,092.52 HOME DEPOT 5,694.65 MIDCO SALES LLC 11,006.87
 NAVAJO TIMES PUBLISHING COMPANY INC 4,054.50 NORTHEAST ARIZONA
 TRAINING CENTER INC 1,250.00 QUILL CORP 1,579.48 SECURUS TECHNOLOGIES
 INC 1,693.10 SOUTHERN TIRE MART LLC 1,965.26 STAN'S DIESEL AND
 PERFORMANCE 1,552.68 VALLEY AUTO PARTS 2,064.08 VERIZON WIRELESS
 3,225.48 WOODLAND BUILDING CENTER 1,544.79 APACHE COUNTY HSA 3,809.74
 APACHE COUNTY MEDICAL 160,929.53 APACHE COUNTY TAX WITHHOLDING
 136,218.52 ASRS LEGACY EORP 8,270.90 AZ STATE RETIREMENT SYSTEM
 110,323.60 COLONIAL LIFE AND ACCIDENT INS 1,396.80 CORRECTIONS OFFICER
 RET PLAN 10,582.69 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,872.64
 EORP LEGACY 1,360.17 NATIONWIDE 2,556.37 NATIONWIDE TRUST FSB
 3,592.54 PUBLIC SAFETY PERSONNEL 401 13,443.69 PUBLIC SAFETY SHERIFF RET
 9,189.86 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 August 16, 2021. C. Request approval of a proclamation supporting
 the Diaper Bank of Southern Arizona.

Proclamation 2021-13

Apache County Support of the Diaper Bank of Southern Arizona and Proclaim September 27 – October 3, 2021 as Diaper Need Awareness Week in Apache County

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers

to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys and research studies report that one in three families struggle with diaper needs and 48% of families delay changing a diaper to extend the available supply; and

Whereas, infants and toddlers go through six to twelve diapers each day during the two to three years they wear diapers; and

Whereas, purchasing enough diapers to keep a baby or toddler clean, dry and healthy can consume 14% of a low wage family's post-tax income, making it difficult to provide the necessary supply; and

Whereas, during COVID-19 pandemic, diaper banks across the country saw enormous increases in demand for diapers and expanded their distribution of diapers by an average of 86%; and

Whereas, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early education programs that enable children to thrive and parents to work; and

Whereas, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from, accessing childcare needed to go to work or school thereby destabilizing the family's economic prospects and well-being; and

Whereas, the people of Apache County recognize that diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

Whereas, Apache County is proud to be home to trusted community based organizations including the Diaper Bank of Central and Southern Arizona, that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

Whereas, these diaper banks and their staff and volunteers continue to serve on the front lines of the COVID-19 pandemic response, helping families in our communities weather the crisis: and

Whereas, while experiencing double, triple or greater, increase in demand for diapers due to the pandemic and economic shutdown, these diaper banks continue to do everything in their ability to increase diaper distributions and support children and families in need of immediate assistance: and

Whereas, now that our states is recovering from the pandemic, diaper banks are playing

a critical role in supporting families and advancing our collective economic growth; now

Therefore, the Board of Supervisors of Apache County, do hereby proclaim the week of September 27th through October 3rd 2021 as

DIAPER NEED AWARENESS WEEK

in Apache County thank the aforementioned diaper bank, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Apache County to donate generously to diaper banks, diaper drives and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of the Apache County children and families can thrive and reach their full potential.

Approved this 7th day of September 2021.

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

/s/ Ryan N. Patterson
Clerk of the Board

D. Request approval of a resolution declaring recognition of fallen firefighters and emergency services personnel.

A RESOLUTION DECLARING RECOGNITION OF FALLEN FIREFIGHTERS AND EMERGENCY SERVICES PERSONNEL

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and

WHEREAS, an average of 90 firefighters courageously make the ultimate sacrifice in the line of duty each year, including nineteen firefighters who lost their lives during the Yarnell Hill Fire in Arizona on June 30, 2013; and

WHEREAS, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards, and sacrifices faced by fire and emergency services personnel on a daily basis; and

WHEREAS, the Rodeo-Chediski, Wallow, Cedar Creek, Rattlesnake, and Whiting Knoll Fires brought awareness of the local sacrifices, hazards, duties, responsibilities that we as a community face and those faced by emergency responders; and

WHEREAS, firefighters and emergency services personnel are at a higher risk for chronic heart problems and respiratory issues. Today they are in a higher risk group during this terrible Covid-19 pandemic, several emergency responders have paid the ultimate sacrifice this year with our health pandemic; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Memorial Service marks the beginning of the annual Fire Prevention Week observance; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, Arizona, now calls upon all citizens of Apache County and upon all patriotic, civic, and educational organizations in Apache County to observe the first Saturday in October, October 2, 2021, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff. The Board encourages appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, further calls upon citizens of Apache County to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes.

Adopted this 7th day of September 2021

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

ATTEST:

/s/ Ryan N. Patterson
Clerk of the Board

E. District III: Request approval to donate a 2015 Chevy Tahoe, VIN 1GNSKAKC6FR233750 to the Vernon Fire District. Human Resources' Department: F. County Attorney's Office: request approval to hire two (2) Legal Assistant IV's within the salary range. G. IT Department: Request authorization to eliminate two (2) Network Administrator I positions (Range 54) and create one Network Administrator II position (Range 62) School Superintendent's Office: H. Request approval of an Intergovernmental Agreement with the Arizona Association of County School Superintendents for state association services. Treasurer's Office: I. Request approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS §42-18351(1) and §ARS 42-18351(5). Total taxes, penalties and interest to be abated in the amount of \$484.74 for personal property account number M0100276 and M9700037. Vote was unanimous.

Mr. Patterson requested approval of the back-tax parcels to be offered at public auction. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, requested approval of State Homeland Security Grant (Subrecipient Agreement Number 200100-02) in the amount of \$22,250 along with an extension for the grant due to NEPA study delays due to the COVID-19 Pandemic. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera requested approval of the Intergovernmental Agreement with Northeastern Arizona Law Enforcement Training Academy to continue utilizing their AZ POST approved facility to train and certify deputies hired and appointed by the Sheriff's Office. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera requested approval of a Memorandum of Agreement between the Chinle Unified School District and the Apache County Sheriff's Office for a School Resource Officer Program. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Michael Whiting, County Attorney, requested approval of the Attorney General's Office Program for Victim's Rights FY2022, AG#2022-001 in the amount of \$15,322 for the period of July 1, 2021 through June 30, 2022. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chairman Shirley opened the floor for the call to the public.

Jay Cook, with the Arizona Game and Fish Department addressed the Board and invited the Board to a meeting in Greer on September 24, 2021 located at the community center in Greer beginning at 8:00 a.m. to discuss promotion of outdoor recreation and conservation and how that can help communities grow with economics.

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

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

Approved this 5th day of October, 2021.

ATTEST:

Dr. Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

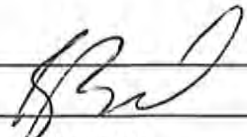
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

11/25/2015 10:00 AM

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

County Manager

Date/Signature:

9/25/21 

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

Request approval of a resolution in support of the Northern Arizona Council of Governments (NACOG)
Comprehensive Economic Development Strategy.

BOS Meeting Date Requested 10/5/21

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.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
VICE 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

RESOLUTION 2021 - _____

RESOLUTION OF APACHE COUNTY BOARD OF SUPERVISORS IN SUPPORT OF THE 2020-2025 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY, A COLLABORATIVE EFFORT OF THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG) ECONOMIC DEVELOPMENT REGIONAL COUNCIL, ECONOMIC DEVELOPMENT COUNCIL, AND CEDS SUBCOMMITTEE.

The Apache County Board of Supervisors, Arizona finds:

1. The Board of Supervisors supports the 2020-2025 Comprehensive Economic Development (CED) Strategy created to provide strategic planning and resilience planning for the northern Arizona region, including the four counties of Apache, Coconino, Navajo and Yavapai;
2. The Board of Supervisors supports the activities of the Economic Development District (EDD) and the CED'S update which have been overseen by the NACOG Economic Development Council (EDC), and representing communities within the EDD, public, private, and regional workforce areas and utility partners; and
3. The Board of Supervisors recognizes the EDC's collective regional economic and workforce expertise and knowledge proved invaluable in defining district resources and needs detailed in the 2020-2025 Comprehensive Economic Development Strategy.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors:

1. The Board of Supervisors supports the 2020-2025 CED Strategy "*regional vision*" is to create a quality, sustainable regional economy while preserving our heritage and natural resources; and
2. The Board of Supervisors supports the 2020-2025 CED Strategy "*regional mission*" to strengthen and elevate regional economic opportunities, through a collaborative regional approach.

ATTEST:

Dr. Joe Shirley, Jr.
Chairman of Board

Ryan N. Patterson
Clerk of the Board

Approved this 5th day of October, 2021.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/18/2015

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

Apache County Treasurer

Date/Signature: 9/27/21 MBegay

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

Treasurer Office: For public notice only, the Treasurer's office will post county monthly financial reports on the
county website pursuant to ARS 11-501.

BOS Meeting Date Requested 10/5/2021

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**

12/28/2015

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

Apache County Treasurer

Date/Signature: 9/27/21

M. Begay

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

Treasurer's Office: Discussion and possible approval of a "Certificate of Removal and Abatement of Taxes"
pursuant to ARS 42-18351(1). Total taxes, penalties, and interest to be abated in the amount of \$5,439.16 for
property account number R0031813, R0110239, R0110241, R0110240, R0110242 and R0050390.

BOS Meeting Date Requested October 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 Treasurer Certificate of Removal and Abatement

October 5, 2021

AB #	ACCOUNT #	PARCEL #	OWNER	LEGAL DESCRIPTION	TAX YEAR(S)	TAX	INTEREST	PENALTY	TOTAL	ARS
331	R0031813	203-35-018T	SANCHEZ JOSE, JARA AGRIPINA A	Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134 MAKE: UNITED Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134 MAKE: UNITED Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134 MAKE: UNITED	2017	\$ 3.11	\$ -	\$ -	\$ 3.11	42-1835(1)
332	R0031813	203-35-018T	SANCHEZ JOSE, JARA AGRIPINA A	Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134 MAKE: UNITED Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134 MAKE: UNITED	2016	\$ 2.33	\$ -	\$ -	\$ 2.33	42-1835(1)
333	R0031813	203-35-018T	SANCHEZ JOSE, JARA AGRIPINA A	Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134 MAKE: UNITED Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134 MAKE: UNITED	2014	\$ 28.32	\$ -	\$ -	\$ 28.32	42-1835(1)
334	R0031813	203-35-018T	SANCHEZ JOSE, JARA AGRIPINA A	Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134 MAKE: UNITED Section: 14 Township: 26N Range: 30E COM NE COR W 1303.48' S 608.47' TO POB CONTIN S 199.71' E 170' S 321.85' E 109.47' S 155' E 40' N 100' E 60.11' N 595.78' W 380' TO POB.	2013	\$ 31.52	\$ -	\$ -	\$ 31.52	42-1835(1)
335	R0050350	209-23-001C	LEGAM FRANCIS MARY	Section: 14 Township: 26N Range: 30E COM NE COR W 1303.48' S 608.47' TO POB CONTIN S 199.71' E 170' S 321.85' E 109.47' S 155' E 40' N 100' E 60.11' N 595.78' W 380' TO POB.	2010	\$ 48.32	\$ 85.04	\$ 5.00	\$ 138.36	42-1835(1)
336	R0050350	209-23-001C	LEGAM FRANCIS MARY	Section: 14 Township: 26N Range: 30E COM NE COR W 1303.48' S 608.47' TO POB CONTIN S 199.71' E 170' S 321.85' E 109.47' S 155' E 40' N 100' E 60.11' N 595.78' W 380' TO POB.	2009	\$ 548.54	\$ 976.48	\$ 27.33	\$ 1,550.35	42-1835(1)
337	R0050350	209-23-001C	LEGAM FRANCIS MARY	Section: 8 Township: 9N Range: 29E COM W 4 COR SEC 8 THN N 89°38'20" E 1339.05' TOB THN N 01°59'59" E 920.88' THN S 27°26'06" E 417.02' THN S 43°57'15" E 549.56' THN S 37°34'06" W 309.98' THN S 89°44'09" W 111.27' THN N 70°18'29" W 81.42' THN N 87°24'33" W 231.85' TOB.	2008	\$837.14	\$ 1,495.69	\$ 83.72	\$ 2,416.55	42-1835(1)
338	R0110239	105-01-001K	WENIMA DEVELOPMENT LLC	Section: 8 Township: 9N Range: 29E SEE SURVEY IN DOCUMENTS Section: 8 Township: 9N Range: 29E COM W 4 COR SEC 8 THN N 89°38'20" E 1339.05' TOB THN N 01°59'59" E 920.88' THN S 27°26'06" E 417.02' THN S 43°57'15" E 549.56' THN S 37°34'06" W 309.98' THN S 89°44'09" W 111.27' THN N 70°18'29" W 81.42' THN N 87°24'33" W 231.85' TOB.	2021	\$ 1,142.18	\$ -	\$ -	\$ 1,142.18	
339	R0110241	105-01-001M	WENIMA DEVELOPMENT LLC	Section: 8 Township: 9N Range: 29E COM W 4 COR SEC 8 THN N 89°38'20" E 1339.05' TOB THN N 01°59'59" E 920.88' THN S 27°26'06" E 417.02' THN S 43°57'15" E 549.56' THN S 37°34'06" W 309.98' THN S 89°44'09" W 111.27' THN N 70°18'29" W 81.42' THN N 87°24'33" W 231.85' TOB.	2021	\$ 29.74	\$ -	\$ -	\$ 29.74	
340	R0110740	105-01-001L	WENIMA DEVELOPMENT LLC	Section: 8 Township: 9N Range: 29E COM W 4 COR SEC 8 THN N 89°38'20" E 1339.05' TOB THN N 01°59'59" E 920.88' THN S 27°26'06" E 417.02' THN S 43°57'15" E 549.56' THN S 37°34'06" W 309.98' THN S 89°44'09" W 111.27' THN N 70°18'29" W 81.42' THN N 87°24'33" W 231.85' TOB.	2021	\$ 34.36	\$ -	\$ -	\$ 34.36	



Apache County Treasurer
Certificate of Removal and Abatement

Section: 8 Township: 5N Range: 29E BEG
NE 1/4 COR SEC 8 T1N S 02'25'48" W
821.77' THN N 89°24'32" W 100.20' THN N
3659.02' W 518.89' THN S 65°28'18" W
416.73' THN N 49°29'24" W 741.64' THN N
2 21'06" E 95.02' THN N 89°45'14" E

341 RC110242 105-01-001N WENIMA DEVELOPMENT LLC

2021 \$ 62.34 \$ 62.34

Sub-Total of Personal Property

\$ 2,765.90 \$ 2,557.21 \$ 5,323.11 \$ 5,439.16

Total

\$ 2,765.90 \$ 2,557.21 \$ 5,323.11 \$ 5,439.16

Supervisor Alton Joe Shephard
Board Chairman

Date

TAXPAYER NOTICE OF CLAIM - REAL PROPERTY

Pursuant to A.R.S. § 42-16254

RECEIVED
FOR OFFICIAL USE ONLY
Apache County Assessor

FEB 04 2021

DATE RECEIVED PG BOX 770
NUMBER St. Johns AZ 85936

Filed with the following Tax Officer:

- ☒ COUNTY ASSESSOR (e.g. land, residential, commercial, etc.)
☐ DEPARTMENT OF REVENUE (e.g. mines, utilities, railroads, etc.)
☐ COUNTY BOARD OF SUPERVISORS (errors concerning the imposition of any tax rate)

DATE FILED: _____ NOTE: IF MAILED, SEND CERTIFIED

1. COUNTY: Apache PARCEL ID: 203-35-018 ACCOUNT NUMBER R0031813
 2. IF THIS IS A MULTIPLE PARCEL CLAIM, CHECK HERE ☐ AND ATTACH A TAXPAYER NOTICE OF CLAIM MULTIPLE PARCEL FORM (82179BB)
 3. PROPERTY ADDRESS OR LEGAL DESCRIPTION: West Side addition block: 1 lot: 2 E 80 F + Lot 2 Blk 1 serial: 4444 as 434 year: 1979 make: Beachwood 6122 14x66
 4A. OWNER'S NAME AND ADDRESS AS SHOWN ON TAX ROLL:
Jose + Agripina Jara
P.O. Box 1813
St. Johns, AZ 85936
 4B. MAIL DECISION TO:
Same

5. BASIS FOR CLAIM AND REQUESTED CORRECTION:

Trailer burned down Feb. 2, 2013. Total loss. Need removed from land.

2021 TAX YEAR Current Year	FROM (Currently) PROPERTY CLASS <u>03.1</u> FCV ASSMT RATIO <u>.10</u> LPV ASSMT RATIO <u>.10</u>	LAND <u>2,852</u> IMPS <u>18,373</u> FCV <u>21,225</u> LPV <u>21,225</u>	TO (Proposed correction): PROPERTY CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2020 TAX YEAR One Year Prior	FROM (Currently) PROPERTY CLASS <u>03.1</u> FCV ASSMT RATIO <u>.10</u> LPV ASSMT RATIO <u>.10</u>	LAND <u>2,480</u> IMPS <u>18,322</u> FCV <u>20,802</u> LPV <u>20,802</u>	TO (Proposed correction): PROPERTY CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2019 TAX YEAR Two Years Prior	FROM (Currently) PROPERTY CLASS <u>03.1</u> FCV ASSMT RATIO <u>.10</u> LPV ASSMT RATIO <u>.10</u>	LAND <u>1,550</u> IMPS <u>20,244</u> FCV <u>21,794</u> LPV <u>21,794</u>	TO (Proposed correction): PROPERTY CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2018 TAX YEAR Three Years Prior	FROM (Currently) PROPERTY CLASS <u>03.1</u> FCV ASSMT RATIO <u>.10</u> LPV ASSMT RATIO <u>.10</u>	LAND <u>5,803</u> IMPS <u>20,823</u> FCV <u>26,626</u> LPV <u>26,626</u>	TO (Proposed correction): PROPERTY CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>

6. COMPLETED BY: (Owner, Agent, or Attorney)

NAME / ADDRESS

TELEPHONE NUMBER

AGENTS ONLY: REAL ESTATE APPRAISAL DIVISION NUMBER

SBOE NUMBER

(PIMA AND MARICOPA COUNTIES ONLY)

7. Notice is hereby given to the Tax Officer that an error has occurred in the assessment of the property identified by parcel number in this claim. A description of the error and evidence to support the claim is provided above, or is attached.

SIGNATURE OF OWNER OR REPRESENTATIVE

EMAIL ADDRESS

TELEPHONE

DO NOT WRITE BELOW THIS LINE - FOR TAX OFFICERS'S USE ONLY

- ☐ TAX OFFICER CONSENTS TO CLAIM OF ERROR.
☐ TAX OFFICER DISPUTES CLAIM OF ERROR BASED ON THE FOLLOWING:

☐ NOTICE OF MEETING: A meeting to discuss your claim has been scheduled as follows.

Date Time Location

Name and title of Tax Officer's Representative (Please Print or Type)

Signature of Tax Officer's Representative

Date

Telephone Number

White Mountain Independen

In consolidation with the Pinetop-Lakeside News

www.wmcentral.com • Apache County • Friday, February 8, 2019 • Fifty

Board accepts grant for fuel reduction

Karen Warnick
The Independent

ST. JOHNS — Board of Supervisors Chairman Tom White was absent for the February 5 meeting and Vice Chair Barry Weller chaired the meeting that included pulling items from the agenda and an executive session.

During the call to the public, George Walsh spoke about a memorandum from the County Attorney's Office to the Planning and Zoning Commission. He said he didn't think it was a legal opinion, to base actions on and asked for it to be put on a future agenda to be discussed.

It was later stated by Attorney Joe Young and several others that the memorandum was a legal document. District 1 Supervisor Joe Shirley said that he understood that any document from an attorney was legal.

A new item on the agenda allows for staff and supervisors to summarize current events. Weller stated that the state legislature was in session and covering a lot of issues. Weller warned that they were going to try and raise taxes and pass more regulations that wouldn't be good for residents. He also mentioned there were several water fights and authority issues that needed to be watched.

Weller stated that the Navajo Nation had declared a state of emergency over the three weeks of below zero temperatures in the recent cold spell which froze water pipes. He also said that Governor Brewer signed the emergency declaration.

Chief Deputy Brannon Egan, who is also the head of county emergency management, said that as of Feb. 4, over 790 phone calls had come in from residents who had water problems that had not been addressed yet.

The county has been working with the Navajo Nation to assist in the emergency by providing equipment and manpower.



Early morning fire destroys home

Mike Leiby
The Independent

ST. JOHNS — A mobile home/trailer fire on First Place South and 860 West over the weekend displaced a family of six.

None of the three children or three adults in the family nor any firefighters were hurt.

There were no pets in the home.

St. Johns Fire Department Battalion Chief Robert Ballejos said one of three adults came home on Saturday, Feb. 2, at about 2:30 a.m. and saw that the mobile home was on fire. They immediately got everyone out and called 911.

When engines 1941 and 1951 arrived on-scene with five firefighters each on board they found the family outside and the structure fully engaged.

Six of the St. Johns Fire Department Program One and two cadets also responded.

Taking a defensive attack firefighters were able to keep the blaze from spreading to any adjacent structures, but the one on fire was a total loss.

The family is being temporarily housed in a St. Johns motel until permanent arrangements can be made.

Ballejos said the call came in at about 2:43 a.m. and that response time was between five and seven minutes. He said it took about four hours to put it out.

Ballejos applauded the cadets saying that for most of them it was a learning experience because it was the first fire to which they had ever responded.

Assistant St. Johns Fire Chief, Jason Kirk, said the fire caused so much damage to the home that it is unsafe to go in and try and determine the cause. He said it is at this time undetermined and under investigation.

Yvette Greer is the American Red Cross Disaster Action volunteer in Apache County and was able to get the family's belongings, the household emergency food



American Red Cross Disaster Action volunteer for Apache County, Yvette Greer, goes over her list after bringing food and clothing to a St. Johns family of six who were displaced when their mobile home burned (pictured above) to the ground Feb. 2. None of the three adults or children living in the home on First Place South and 860 West were injured nor any firefighters. The cause is undetermined, according to St. Johns Assistant Fire Chief Jason Kirk.

and clothing for the family as well as making the temporary housing arrangements.

Reach the reporter at
mleiby@wmcentral.com

Com Prep com

Karen Warnick
The Independent

ST. JOHNS — A growing trend on reclaiming modern conveniences of the 1950s and 1960s is the resurgence of the community center.

Community centers, which were once a staple of the town, have been largely forgotten. But the St. Johns community center, which was built in 1950, is being renovated and will be open to the public in the near future.

The center will be used for a variety of purposes, including a community hall, a meeting room, and a place for the community to gather.

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ARIZONA CERTIFICATE OF TITLE

ADOT

Motor Vehicle Division

48-7200 ADOT/MS adot.gov

Vehicle Identification Number

UMH084134

First Registered

List Price

016000

Year

1979

Make

Brettwood

Model

n/a

Body Style

MH

Unit Number

14X66

Inventory Control

42798155

Jose Sanchez

PO BOX 1313

SAINT JOHNS AZ 85936

Title Number

MH000022525

Previous Title Number

State

Affidavit

AZ

Issue Date

01/22/2021

Issue Date

01/22/2021

Film Number

Previous Film Number

Odometer Reading (no tenths)

A Actual Mileage

B Mileage in excess of the odometer mechanical limits

C NDT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brand Salvage

Previous Brand

State

Previous Brand

State

Previous Brand

State

Other States With Brands

Owners/Lessees

Jose Sanchez

PO BOX 1313

SAINT JOHNS

AZ

85936

OR

Agripina A Jara



Lienholder(s) as of print date. (Additional liens may exist. Check Motor Vehicle Inquiry on <https://services.arizona.com> to find all current liens.)

LIEN RELEASE

Lienholder Name	Acknowledged: before me this date	Notary Public Signature
Loan Amount	Lienholder Signature	Date
	County	State
		Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

Elexus Ollerton

From: Odessa Mavrides
Sent: Wednesday, August 4, 2021 10:44 AM
To: Elexus Ollerton
Subject: #R0031813
Attachments: NOTICE OF CLAIM.tif

Importance: High

Good morning Elexus,

Attached is the Notice of Claim. On the second page is the article dated in 2013 about the fire on the mobile. If you have any questions, please let me know. 😊

Have a great day,

Odessa R Mavrides

Apache County Personal Property Appraiser

Apache County Assessor's Office

PO Box 770

St Johns, AZ 85936

Mon. – Thur. 6:30 AM – 5:30 PM

Phone: 928-337-7921

Fax 928-337-3386

omavrides@co.apache.az.us

www.co.apache.az.us

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0031813

Parcel 20335018T

Acres 0.00

Assessed To

SANCHEZ JOSE
PO BOX 1313
ST JOHNS, AZ 85936

Legal Description

Situs Address

Subdivision: WEST SIDE ADDITION Block: 1 Lot: 2 E 80FT LOT 2 BLK 1 SERIAL: UMH084134
MAKE: UNITED

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2021	\$79.70	\$0.00	\$0.00	\$0.00	(\$79.70)	\$0.00
2020	\$135.64	(\$57.30)	\$0.00	\$0.00	(\$78.34)	\$0.00
2019	\$119.88	(\$53.96)	(\$1.55)	\$0.00	(\$64.37)	\$0.00
2018	\$144.80	(\$58.84)	(\$1.18)	\$0.00	(\$84.78)	\$0.00
2017	\$155.48	\$0.00	\$4.14	\$0.00	(\$159.62)	\$0.00
2016	\$154.40	(\$12.12)	\$2.85	\$0.00	(\$145.13)	\$0.00
2015	\$190.10	\$0.00	\$1.97	\$0.00	(\$192.07)	\$0.00
2014	\$0.00	\$0.00	\$0.31	\$0.00	(\$0.31)	\$0.00
2013	\$214.18	\$0.00	\$21.13	\$0.00	(\$235.31)	\$0.00
2012	\$170.58	\$0.00	\$3.41	\$0.00	(\$173.99)	\$0.00
Total Tax Charge						\$0.00
County-Held Lien						
2014 Lien: 2016-43441	\$5.73	\$0.00	\$0.31	\$0.00	(\$6.04)	\$0.00
2014	\$0.00	\$0.00	\$0.00	\$10.00	(\$10.00)	\$0.00
Total County-Held Lien						\$0.00
GRAND TOTAL						\$0.00
Grand Total Due as of 10/05/2021						\$0.00

Tax Billed at 2021 Rates for Tax Area 0150 - SD#1, CITY ST JOHNS, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
WHITE MTN HEALTH CARE DIST	0.0063000000	\$6.28	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$2,852	\$428
APACHE COUNTY FD ASSISTANCE	0.0009010000	\$0.90			
APACHE COUNTY LIBRARY DIST	0.0030960000	\$3.09			
APACHE COUNTY JAIL DIST	0.0019710000	\$1.96			
APACHE COUNTY JAIL DIST - J	0.0009860000	\$0.98	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$4,851	\$728
APACHE COUNTY PUBLIC HEALTH	0.0024640000	\$2.46			
NORTHERN AZ VIT	0.0005000000	\$0.50			
APACHE COUNTY POST SECONDAR	0.0015000000	\$1.50			
SD #1 BUDGET OVERRIDES	0.0074000000	\$7.38	Total	\$7,703	\$1,156
APACHE COUNTY JR COLLEGE TU	0.0049180000	\$4.90			
Taxes Billed 2021	0.0300360000	\$29.94			

Tax Billed at 2021 Rates for Tax Area 0150 - SD#1, CITY ST JOHNS, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY FLOOD CONTROL	0.0008600000	\$0.86	Total	\$0	\$0
Taxes Billed 2021	0.0008600000	\$0.86			

Tax Billed at 2021 Rates for Tax Area 0150 - SD#1, CITY ST JOHNS, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY	0.0062190000	\$6.20	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$2,460	\$369
APACHE COUNTY SCHOOL EQUALI	0.0042630000	\$4.25			
SD #1 ST JOHNS UNIFIED	0.0385590000	\$38.45			

Statement of Taxes Due

APACHE COUNTY TREASURER

Authority	Tax Rate	Amount	Values	Actual	Assessed
Taxes Billed 2021	0.0490410000	\$48.90	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$4,184	\$628
			Total	\$6,644	\$997

Make payment to:

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

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

Interest accrues the 1st of every month

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0110239

Parcel 10501001K

Acres 0.00

Assessed To

WENIMA DEVELOPMENT LLC
100 W FRONTIER #2511
PAYSON, AZ 85541

Legal Description

Situs Address

Section: 8 Township: 9N Range: 29E SEE SURVEY IN DOCUMENTS

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$1,142.18	\$0.00	\$0.00	\$0.00	\$1,142.18
Total Tax Charge					\$1,142.18
Grand Total Due as of 10/05/2021					\$1,142.18
Taxes outstanding on child account(s)					\$1,268.62

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY FLOOD CONTROL	0.0008600000	\$15.86	Total	\$0	\$0
Taxes Billed 2021	0.0008600000	\$15.86			

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
WHITE MTN HEALTH CARE DIST	0.0063000000	\$116.21	VACANT LANDS	\$130,410	\$19,562
APACHE COUNTY FD ASSISTANCE	0.0009010000	\$16.62	AND REAL		
APACHE COUNTY LIBRARY DIST	0.0030960000	\$57.11	PROPERTY NOT		
APACHE COUNTY JAIL DIST	0.0019710000	\$36.36	INCLUDED IN CLASS		
APACHE COUNTY JAIL DIST - J	0.0009860000	\$18.19	1,3,...		
APACHE COUNTY PUBLIC HEALTH	0.0024640000	\$45.45	Total	\$130,410	\$19,562
NORTHERN AZ VIT	0.0005000000	\$9.22			
APACHE COUNTY POST SECONDAR	0.0015000000	\$27.67			
SD #10 BUDGET OVERRIDES	0.0031740000	\$58.55			
APACHE COUNTY JR COLLEGE TU	0.0049180000	\$90.72			
SD #10 CLASS B BONDS	0.0020550000	\$37.91			
Taxes Billed 2021	0.0278650000	\$514.02			

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY	0.0062190000	\$114.72	VACANT LANDS	\$122,982	\$18,447
APACHE COUNTY SCHOOL EQUALI	0.0042630000	\$78.64	AND REAL		
SD #10 ROUND VALLEY UNIFIED	0.0227100000	\$418.94	PROPERTY NOT		
			INCLUDED IN CLASS		
			1,3,...		
Taxes Billed 2021	0.0331920000	\$612.30	Total	\$122,982	\$18,447

Make payment to:

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

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

Interest accrues the 1st of every month

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0110241

Parcel 10501001M

Acres 0.00

Assessed To

WENIMA DEVELOPMENT LLC
100 W FRONTIER #2511
PAYSON, AZ 85541

Legal Description

Situs Address

Section: 8 Township: 9N Range: 29E COMM W4 COR SEC 8 THN N 89°38'20" E 1339.05' TPOB THN N 01°59'59" E 920.88'
THN S 27°26'06" E 417.02' THN S 43°37'18" E 549.96' THN S 37°34'06" W 309.98' THN S 89°24'09" W 111.27' THN N 70°18'29" W 81.42'
THN N 87°24'33" W 231.85' TPOB

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$29.74	\$0.00	\$0.00	\$0.00	\$29.74
Total Tax Charge					\$29.74
Grand Total Due as of 10/05/2021					\$29.74
Taxes outstanding on child account(s)					\$1,268.62

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY FLOOD CONTROL	0.0008600000	\$0.42	Total	\$0	\$0
Taxes Billed 2021	0.0008600000	\$0.42			

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
WHITE MTN HEALTH CARE DIST	0.0063000000	\$3.03	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$3,395	\$509
APACHE COUNTY FD ASSISTANCE	0.0009010000	\$0.43			
APACHE COUNTY LIBRARY DIST	0.0030960000	\$1.49			
APACHE COUNTY JAIL DIST	0.0019710000	\$0.95			
APACHE COUNTY JAIL DIST - J	0.0009860000	\$0.47	Total	\$3,395	\$509
APACHE COUNTY PUBLIC HEALTH	0.0024640000	\$1.18			
NORTHERN AZ VIT	0.0005000000	\$0.24			
APACHE COUNTY POST SECONDAR	0.0015000000	\$0.72			
SD #10 BUDGET OVERRIDES	0.0031740000	\$1.52			
APACHE COUNTY JR COLLEGE TU	0.0049180000	\$2.36			
SD #10 CLASS B BONDS	0.0020550000	\$0.99			
Taxes Billed 2021	0.0278650000	\$13.38			

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY	0.0062190000	\$2.98	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$3,202	\$480
APACHE COUNTY SCHOOL EQUALI	0.0042630000	\$2.05			
SD #10 ROUND VALLEY UNIFIED	0.0227100000	\$10.91			
Taxes Billed 2021	0.0331920000	\$15.94	Total	\$3,202	\$480

Make payment to:

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

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

Interest accrues the 1st of every month

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0110240
Acres 0.00
Assessed To

Parcel 10501001L
WENIMA DEVELOPMENT LLC
100 W FRONTIER #2311
PAYSON, AZ 85541

Legal Description	Situs Address				
Section: 8 Township: 9N Range: 29E BEG W 4 COR SEC 8 THN: N 89°38'16" E 812.97' THN S 57°14'35" W, 468.31' THN: S 27°04'51" W 591.10' THN S 38°19'04" W 370.86' THN N 01°46'56" E, 1086.31' TPOB					
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$34.36	\$0.00	\$0.00	\$0.00	\$34.36
Total Tax Charge					\$34.36
Grand Total Due as of 10/05/2021					\$34.36
Taxes outstanding on child account(s)					\$1,268.62

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY FLOOD CONTROL	0.0008600000	\$0.48	Total	\$0	\$0
Taxes Billed 2021	0.0008600000	\$0.48			

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
WHITE MTN HEALTH CARE DIST	0.0063000000	\$3.50	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$3,922	\$588
APACHE COUNTY FD ASSISTANCE	0.0009010000	\$0.50			
APACHE COUNTY LIBRARY DIST	0.0030960000	\$1.72			
APACHE COUNTY JAIL DIST	0.0019710000	\$1.09			
APACHE COUNTY JAIL DIST - J	0.0009860000	\$0.55	Total	\$3,922	\$588
APACHE COUNTY PUBLIC HEALTH	0.0024640000	\$1.37			
NORTHERN AZ VIT	0.0005000000	\$0.28			
APACHE COUNTY POST SECONDAR	0.0015000000	\$0.83			
SD #10 BUDGET OVERRIDES	0.0031740000	\$1.76			
APACHE COUNTY JR COLLEGE TU	0.0049180000	\$2.73			
SD #10 CLASS B BONDS	0.0020550000	\$1.14			
Taxes Billed 2021	0.0278650000	\$15.46			

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY	0.0062190000	\$3.45	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$3,699	\$555
APACHE COUNTY SCHOOL EQUALI	0.0042630000	\$2.37			
SD #10 ROUND VALLEY UNIFIED	0.0227100000	\$12.60			
Taxes Billed 2021	0.0331920000	\$18.42	Total	\$3,699	\$555

Make payment to:

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

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

Interest accrues the 1st of every month

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0110242
Acres 0.00
Assessed To

Parcel 10501001N

WENIMA DEVELOPMENT LLC
100 W FRONTIER #2511
PAYSON, AZ 85541

Legal Description

Situs Address

Section: 8 Township: 9N Range: 29E BEG NE 1/16 COR SEC 8 THN S 02°25'48" W 821.77' THN N 89°24'32" W 100.20' THN N 36°59'02" W 518.89' THN S 65°28'18" W 416.73' THN N 49°29'24" W 741.64' THN N 22°1'06" E 93.02' THN N 89°45'14" E 1370.30' TPOB

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$62.34	\$0.00	\$0.00	\$0.00	\$62.34
Total Tax Charge					\$62.34
Grand Total Due as of 10/05/2021					\$62.34
Taxes outstanding on child account(s)					\$1,268.62

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY FLOOD CONTROL	0.0008600000	\$0.86	Total	\$0	\$0
Taxes Billed 2021	0.0008600000	\$0.86			

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
WHITE MTN HEALTH CARE DIST	0.0063000000	\$6.34	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$7,120	\$1,068
APACHE COUNTY FD ASSISTANCE	0.0009010000	\$0.91			
APACHE COUNTY LIBRARY DIST	0.0030960000	\$3.12			
APACHE COUNTY JAIL DIST	0.0019710000	\$1.98			
APACHE COUNTY JAIL DIST - J	0.0009860000	\$0.99			
APACHE COUNTY PUBLIC HEALTH	0.0024640000	\$2.48	Total	\$7,120	\$1,068
NORTHERN AZ VIT	0.0005000000	\$0.50			
APACHE COUNTY POST SECONDAR	0.0015000000	\$1.51			
SD #10 BUDGET OVERRIDES	0.0031740000	\$3.20			
APACHE COUNTY JR COLLEGE TU	0.0049180000	\$4.95			
SD #10 CLASS B BONDS	0.0020550000	\$2.07			
Taxes Billed 2021	0.0278650000	\$28.06			

Tax Billed at 2021 Rates for Tax Area 1000 - SD#10, WHITE MTN HEALTH CARE DIST

Authority	Tax Rate	Amount	Values	Actual	Assessed
APACHE COUNTY	0.0062190000	\$6.26	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,...	\$6,714	\$1,007
APACHE COUNTY SCHOOL EQUALI	0.0042630000	\$4.29			
SD #10 ROUND VALLEY UNIFIED	0.0227100000	\$22.87			
Taxes Billed 2021	0.0331920000	\$33.42	Total	\$6,714	\$1,007

Make payment to:

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

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

Interest accrues the 1st of every month

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE of claims ("Agreement") is entered into by and between Apache County, a political subdivision of the State of Arizona (the "County") and Wenima Development, LLC an Arizona limited liability company ("Claimant").

WITNESSETH:

WHEREAS, Claimant disputes the assessed classification made by the County in reference to certain property owned by Claimant both currently, and in previous years; and

WHEREAS, the County believes that Claimant's demand that County return previously paid taxes is legally insufficient; and

WHEREAS, the parties wish to settle all disputes which may exist between them; and

WHEREAS, the parties have agreed to certain settlement terms; and

WHEREAS, the parties have agreed to enter into this Settlement Agreement and General Release,

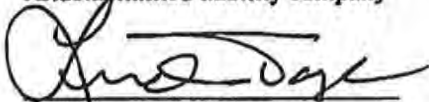
NOW, THEREFORE, for the consideration established in this Agreement, the sufficiency of which is hereby agreed to by the parties, the parties agree as follows:

- A. The County and Claimant agree that Claimant's real property located near Springerville, Arizona and described in Exhibit A hereto (the "Real Property"), shall be classified as Agricultural for the current year, and for all years since 2003. County and Claimant agree that County has previously refunded Claimant with overpayment of taxes for tax years 2010, 2011, 2012, such amount representing the excess real property tax based for those years due to Claimant's property not being classified as Agricultural. Additionally, County and Claimant agree that for the tax years 2003, 2004, 2005, 2006, 2007, 2008, and 2009, Claimant shall be credited the difference between the amount actually taxed, and the amount that would have been taxed had the Real Property been classified as Agricultural, that amount equaling \$76,629.37. This amount shall be credited to future tax bills that become due and owing by Claimant, but shall not be refunded in cash. County's obligation to credit said amount shall be forgiven in its entirety in the event Claimant sells or otherwise becomes dispossessed of the entirety of the Real Property. The credit contemplated in this agreement is a negotiated settlement, and does not run with the land. However, as long as claimant retains ownership of any portion of the Real Property, and the property is used for agricultural purposes or in the same manner as its current use, the Real Property shall continue to be classified as agricultural.
- B. Claimant for himself, his heirs, executors, administrators, assigns, and successors, agrees as follows:

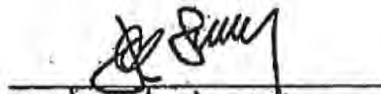
1. To forever fully release, remise, acquit and discharge the County, Apache County, and its and their predecessors and successors, and its agents, attorneys, employees and assigns (hereafter collectively referred to as ("Releases")), and covenant not to sue or otherwise institute or cause to be instituted or any way participate in (except at the request of the County) legal or administrative proceedings against Releases with respect to any matter, including, without limitation, any matter arising out of or connected with any dispute relating to property classification or valuation for the tax year 2013 or earlier and causes of action of every nature, kind and description, in law, equity, or otherwise which heretofore do or may exist.
 2. That it is waiving any rights it may have had or now has to pursue any and all remedies available to it under any cause of action in relation to the classification of the Real Property for 2013 or any preceding years.
 3. That Claimant will not, except as may be mandated by statutory or regulatory requirements or as may be required by legal process, disclose to others the fact or terms of this settlement, the amounts or terms referred to in this Agreement, or the fact of settlement or the existence of a dispute, including the facts giving rise to the dispute. Claimant understands that this covenant of non-disclosure is a material inducement to the County for the making of this settlement and that, for the breach thereof the County will be entitled to pursue its legal and equitable remedies, including, without limitation, the right to seek injunctive relief.
 4. Nothing in this Section B shall prevent either party to initiate a court action or otherwise sue to enforce the provisions of this Agreement.
- C. The County and Claimant, for itself, any owner or member, any heirs, executors, administrators, assigns, and successors, jointly agree as follows:
1. That nothing contained in this Agreement shall constitute or be treated as an admission by County or Claimant of liability, of any wrongdoing, or of any violation of law.
 2. That if any provision of this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce all remaining provisions to the extent permitted by law.
 3. That this Agreement shall bind and benefit Claimant's members, owners, administrators, successors, assigns, and each of them; it shall also bind and benefit the County and its successors and assigns.
 4. That this Agreement shall be deemed to have been entered into in the State of Arizona and shall be construed and interpreted in accordance with the laws of that state.
 5. That each party hereby agrees that, even in the event facts or laws used to reach the settlement constituting the basis of this Agreement may change, or be revealed to be different than currently understood, this Agreement shall be and will remain effective notwithstanding any such difference in fact or change in law.

6. That this Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.
7. That they have read and understand this Agreement, and that they affix their signatures hereto voluntarily and without coercion.

Wenima Development, LLC, an
Arizona limited liability company


By Lenard Toye, Manager

Apache County, a political subdivision
of the State of Arizona


By Joe Shirley Jr.
Its Chairman

LEGAL DESCRIPTION

PARCEL NO. 1:

That portion of Section 8 and 17, Township 9 North, Range 29 East of the Gila and Salt River Base and Meridian, Apache County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap stamped "¼ S.8/S.9-1986 LS 13014;

THENCE: S 02°38'49" W Measured, (South 02°38'29" West Record) along the East line of said Section 8, a distance of 1839.68 feet (Measured) (1839.55 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped -LS 13014, being the POINT OF BEGINNING;

THENCE: Continuing S 02°38'59" W Measured, (South 02°38'29" West Record) along said East line, 745.68 feet Measured, 745.52 feet (Record) to the Southeast corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap stamped "T.8 N. R.29 E. S.8/S.9-S.17/ S.16-1986 LS 13014";

THENCE: S 89°24'16" W Measured, (South 89°50'00" West Record) along the South line of said Section 8, a distance of 1329.40 feet Measured, (1329.25 feet Record) to the East 1/16 corner common to said Section 8 and 17, being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped E-1/16 S.8/S.17-LS 13014;

THENCE: S 00°00'57" E 1307.14 feet Measured (South 00°00'10" East 1305.65 feet Record) to the North East 1/16 corner of said Section 17 being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped NE1/16 S.17- LS 13014;

THENCE: S 89°28'45" W 1330.97 feet Measured (South 89°25'43" West 1330.85 feet Record) to the Center North 1/16 corner of said Section 17, being a 5/8" Rebar with a 1-1/2" Aluminum Cap stamped C-N1/16 S.17-LS 13014;

THENCE: S 00°05'56" W 1304.51 feet Measured (South 00°04'25" West 1304.65 feet Record) to the center of said Section 17, being a 5/8" Rebar with a 2" Aluminum Cap stamped "T.9 N. R.29 E. C-¼ S.17-1 LS 13014";

THENCE: S.89°28'36" W Measured (South 89°28'20" West Record) along the East-West midsection line of said Section 17, a distance of 1773.50 feet Measured (1773.06 feet Record) to the Southwest corner of Lot 194, Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona being a 5/8" Rebar;

THENCE: N 00°15'47" West 169.41 feet Measured (North 00°31'40" West 169.24 feet Record) to the back angle point corner of Lot 193 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 29°19'21" W 445.25 feet Measured (North 29°11'19" West-Deed 445.64 feet North 29°19'11" West-Plat Record) to the NW corner of Lot 190 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 04°03'59" E 147.73 feet Measured (North 04°07'31" East 147.32 feet Record) to the NW corner of Lot 189 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 20° 31'08" W 707.00 feet Measured (North 20° 36'30" West 706.78 feet Measured) to the SW corner of Lot 168 (NW corner of Lot 189 Record), of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 37°19'06" W 122.93 feet Measured (North 37°19'54" West 123.03 feet Record) to the SW corner of Lot 169 (SE corner of Lot 169 Record) of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 89°29'40" W 161.62 feet Measured (North 89°13'25" West 162.59 feet Record) to the SW corner of Lot 170 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 15°51'29" W 290.98 feet Measured (North 15°42'24" West 290.09 feet Record) to the NW corner of Lot 172 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 14°46'31" E 253.07 feet Measured (North 14°44'00" East 252.94 feet Record) to the NW corner of Lot 174 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 29°11'59" E 187.02 feet Measured (North 29°16'05" East 187.12 feet Record) to the NW corner of Lot 176 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 01°44'27" E 60.27 feet Measured (North 01°41'24" East 60.45 feet Record) to the NW corner of Lot 177 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 04°26'21" E 109.40 feet Measured (North 04°29'15" East 109.17 feet Record) to NW corner of Lot 178 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 15°03'42" W 90.96 feet Measured (North 15°04'25" East 91.10 feet Record) to the SW corner of Lot 134 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857 and a PC of a non-tangent curve to the right, concave to the SE, having a central angle of 25° 40' 43", a radius of 931.52 feet (Measured & Record) and a radial bearing into the PC of N 89°42'20" W;

THENCE: Northeasterly along the arc of said curve, 417.49 feet Measured (417.52 feet Record) to the NW corner of Lot 131 of said Wenima Village Amended, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 29°02'52" E 104.49 feet Measured (North 29°10'58" East 104.45 feet Record) to the Northwest corner of said Lot 130, being a ½" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 17°17'15" E 427.65 feet Measured (North 17°13'48" East 472.83 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 48°07'32" E 423.43 feet Measured (North 48°10'38" East 423.33 feet Record) to a 1/2" Rebar with a Brass Tag Stamped RLS 13014 and the most Westerly corner of Parcel No. 2 described in Docket 755, page 147 and being a point on a non-tangent curve to the left, concave to the NE, having a central angle of 08° 04' 05", a radius of 1500.00 feet (Measured & Record) and a radial bearing into the PC of S 32°17'42" W;

THENCE: Southeasterly along the arc of said curve, 211.22 feet Measured (210.64 feet Record);

THENCE: N 50°51'50" E 345.26 feet Measured (North 50°55'38" East 345.26 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 38°38'45" W 114.26 feet Measured (North 38°34'57" West 114.05 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 61°36'28" E 527.53 feet Measured (North 61°32'15" East 527.41 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 25°01'37" E 394.90 feet Measured (North 24°55'07" East 394.78 feet Record) to the most Southwesterly corner of Parcel No. 1 described in Docket 755, page 147, to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 84°57'50" E 102.66 feet Measured (North 84°51'36" East 102.68 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: S 80°01'39" E 723.95 feet Measured (South 80°02'20" East 724.77 feet Record) to the center of the cul-de-sac on Jeremy's Point as shown on the plat of said Wenima Village Amended, being a 1/2" Rebar with Plastic cap Stamped TABOR-RLS 19857;

THENCE: N 50°14'56" E 198.20 feet Calculated (North 50°14'53" East 198.20 feet Record) to the NW corner of that Parcel 2, as described in the instrument recorded in Book 930, Pages 447-449;

THENCE: S 07°45'19" E along the Westerly line of said Parcel 2, a distance of 299.97 feet Calculated (S 07°45'19" E 300.00 feet Record) to the SW corner of said Parcel 2;

THENCE: N 50°14'53" E along the Southerly line of said Parcel 2, a distance of 439.97 feet Calculated (North 50°14'53" East 440.00 feet Record) to the SE corner said Parcel 2;

THENCE: N 07°45'19" E along the Easterly line of said Parcel 2, a distance of 299.97 feet Calculated (N 07°45'19" E 300.00 feet Record) to the NE corner of said Parcel 2;

THENCE: N 50°14'56" E 42.59 feet Calculated Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 58°53'44" E 341.96 feet Measured (North 58°54'47" E 341.78 feet Record) to a point on the Westerly line of that Parcel No. 1 as described in the instrument recorded in Book 765, Pages 355--358, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 31°05'02" E, along said Westerly line, 60.03 feet Measured (South 31°05'13" East 60.00 feet Record) to the SW corner of said Parcel No. 1 and a point on the Northwesternly line that Parcel No. 2 as described in the instrument recorded in Docket 932, Pages 41-42, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 58°54'01" W, along said Northwesternly line, 341.94 feet Measured (South 58°54'47" West 341.78 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 07°45'17" E, along the Westerly line of said Parcel No. 2, a distance of 300.68 feet Measured (South 07°45'19" East 300.81 feet Record) to the NE corner of that Parcel No. 1 as described in the instrument recorded in Docket 932, Pages 41-42, being a 1/2" Rebar with Brass Tag Stamped RLS 24516;

THENCE: S 50°16'13" W, along the Northwesternly line of said Parcel No. 1, a distance of 301.16 feet Measured (S 50°14'53" W 301.23 feet Record) to the NW corner of said Parcel No. 1, being a 1/2" Rebar with Brass Tag Stamped RLS 24516;

THENCE: S 07°45'19" E, along the Westerly line of said Parcel No. 1, a distance of 506.22 feet Measured (South 07°45'19" East 506.25 feet Record) to a point on the centerline of Wenima Way of Wenima Village Amended, according to Book 8 of Townsite Maps, Pages 2 through 7, records of Apache County, being the SW corner of said Parcel No. 1 and a 1/2" Rebar with Brass Tag Stamped RLS 24516;

THENCE: N 68°06'04" E (Record & Measured) along said centerline of Wenima Way, 270.99 feet Measured (271.00 feet Record) to a point on the Westerly line of that Parcel No. 2, as described in the instrument recorded in Docket 932, Pages 41-42;

THENCE: S 18°42'37" E along said Westerly line, 490.68 feet Measured (South 18°42'52" East 490.78 feet Record), to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: S 70°44'46" E along the Southerly line of said Parcel No. 2, a distance of 643.72 feet Measured (South 70°45'10" East 643.92 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 76°56'27" E along said Southerly line, 1267.96 feet Measured (North 76°55'57" East 1267.65 feet Record) to the POINT OF BEGINNING.

AND that portion of Wenima Way, Daniel Drive and Courtney Lane of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within Parcel No. 1 as described in the instrument recorded in Book 932, Pages 41-42, A.C.R.;

AND that portion of Wenima Way, Meadow Lane, Pueblo Lane and Jeremy's Point of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within that Parcel as described in the instrument recorded in Docket 708, Pages 208-216, A.C.R.;

AND that portion of Daniel Drive and Courtney Lane of Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona within Parcel No. 2 as described in the instrument recorded in Book 930, Pages 447-449, A.C.R.;

EXCEPT Lots 93 through 112 and Tract M, Wenima Village Amended, according to Book 8 of Townsite Maps, pages 2 through 7, records of Apache County, Arizona;

EXCEPT that Parcel as described in the instrument recorded in Document 2001-10106 of records of Apache County, Arizona;

ENCLOSES 12,475,193. SQ.FT. / 286.39 ACRES

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

PARCEL NO. 2

That portion of the SW ¼ of the NW ¼ of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

BEGINNING at the West quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped "T.9 N. R.29 E. ¼ S.7/S.8-1986 LS 13014;

THENCE: N 89°38'16" E Measured (North 89°38'03" East Record) along the East-West midsection line of said Section 8, a distance of 812.97 feet Measured (812.87 feet Record) to a point which bears S 89°38'27" W a distance of 526.08 feet Measured (South 89°38'03" West a distance of 525.43 feet Record) from the Center West 1/16 corner of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped "MUTH LS 13014;

THENCE: S 57°24'55" W, leaving said East-West midsection line, 468.31 feet Measured (South 57°24'55" West 468.86 feet Record) to a 5/8" Rebar-NO ID;

THENCE: S 22°04'51" W 591.10 feet Measured (South 22°04'51" West 590.96 feet Record) a 1/2" Rebar with a Brass Tag Stamped RLS 24516;

THENCE: S 38°19'04" W 370.86 feet Measured (South 38°21'18" West 370.86 feet Record) to a point on the West line of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 01°46'56" E, along said West line, 1086.31 feet Measured (North 01°49'10" East 1086.30 feet Measured) to the **POINT OF BEGINNING.**

ENCLOSES 363,447. SQ.FT. / 8.34 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R.,

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R.,

PARCEL NO. 3

That portion of the NW ¼ and the SW ¼ of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

COMMENCING at the West quarter corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped "T.9 N. R.29 E. ¼ S.7/S.8-1986 LS 13014;

THENCE: N 89°38'20" E 1339.05 feet Measured (North 89°38'03" East 1338.30 feet Record) to the Center West 1/16 corner of said Section 8, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped "S.8 CW 1/16 LS 13014 and the **POINT OF BEGINNING;**

THENCE: N 01°59'59" East Measured (North 02°01'25" East Record) along the North-South 1/16 line of said Section 8, a distance of 920.88 feet Measured (920.54 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014 and which bears S 01°59'26" W a distance of 380.04 feet Measured (South 02°01'25" West a distance of 380.04 feet Record) from the North West 1/16 corner of said Section 8;

THENCE: S 27°26'06" East Measured, leaving said North-South 1/16 line, 417.02 feet Measured (South 27°25'53" East 416.98 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: S 43°57'18" E 549.96 feet Measured (South 43°58'37" East 550.00 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: S 37°34'06" W 309.98 feet Measured (South 37°32'54" West 310.00 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: S 89°24'09" W 111.27 feet Measured (South 89°26'38" West 111.27 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: N 70°18'29" W 81.42 feet Measured (North 70°21'28" West 81.59 feet Record) to a 1/2" Rebar with a Brass Tag Stamped LS 13014;
THENCE: N 87°24'33" W 231.85 feet Measured (North 87°27'17" West 231.65 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 02°39'14" E 54.71 feet Measured (North 02°01'23" East 55.04 feet Record) to the POINT OF BEGINNING.

ENCLOSES 314,657. SQ.FT. / 7.22 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..
AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

PARCEL NO. 4

That portion of the SOUTH ½ of the NORTH ½ of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, Arizona, more particularly described as follows:

BEGINNING at the NE 1/16th corner of said Section 8, being a 5/8" Rebar with a 2" Aluminum Cap Stamped NE 1/16 S.8 LS 13014;
THENCE: S 02°25'48" W 821.77 feet Measured (South 02°26'05" West 822.51 feet Record) to the NE corner of that Parcel No. 1 as described in the instrument recorded in Book 783, Pages 431-436, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 89°24'32" W 100.20 feet Measured (North 88°52'16" West 100.00 feet Record) to the East corner of that Parcel described in the instrument recorded in Book 783, Pages 444-447, being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 36°59'02" W, along the Northeasterly line of said Parcel, 518.89 feet Measured (North 37°00'21" East 518.91 feet Record) to the North corner of said Parcel being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: S 65°28'18" W, along the Northwesterly line of said Parcel, 416.73 feet Measured (South 65°26'56" West 417.17 feet Record) to the West corner of said Parcel being a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 49°29'24" W 741.64 feet Measured (North 49°28'18" West 741.66 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 12°21'06" E 93.02 feet Measured (North 45°14'41" West 67.69 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;
THENCE: N 89°45'14" E 1370.30 feet Measured (North 89°45'28" East 1370.59 feet Record) to the **POINT OF BEGINNING**.

ENCLOSES 659,640. SQ.FT. / 15.14 ACRES Measured

ALONG with that Sixty Foot (60') R.O.W. Easement for Public Roadway as described in the instrument recorded in Docket 631, Pages 311-322, A.C.R..

AND

ALONG with that Fifty Foot (50') R.O.W. Easement for Public Highway as described in the instrument recorded in Docket 431, Pages 361-363, A.C.R..

AND

ALONG with a Sixty Foot (60') Easement for Road and Utilities located within the E. 1/2 of Section 8, Township 9 North, Range 29 East of the Gila and Salt River Meridian, Apache County, more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 8;

THENCE: N 02°25'48" E 473.43 feet Measured (North 02°26'05" East 472.64 feet Record) to a 5/8" Rebar with a 1-1/2" Aluminum Cap Stamped MUTH LS 13014;

THENCE: N 89°24'32" W 30.00 feet Measured (North 88°52'16" West 30.00 feet Record) to the **POINT OF BEGINNING** of the centerline of said Sixty Foot (60')

Easement, lying thirty feet (30') on each side of the following described centerline;

THENCE: S 02°25'48" W 456.82 feet Measured (South 02°26'05" West 456.32 feet Record);

THENCE: S 57°31'15" W 674.44 feet Measured (South 57°31'41" West 674.43 feet Record) to a point on the Westerly line of that parcel described in the instrument recorded in Docket 783, Pages 431-436, A.C.R. and being the **END** of said centerline.

The sidelines of said Sixty Foot (60') Easement shall commence and terminate at the adjoiners.

Project No. 12-069



EXPIRES 09-30-2017

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0007469

Parcel 105010011

Acres 0.00

Assessed To

WENIMA DEVELOPMENT LLC
100 W FRONTIER #2511
PAYSON, AZ 85541

Legal Description

Situs Address

Subdivision: WENIMA VILLAGE AMENDED Section: 8 Township: 9N Range: 29E COM SW COR N1520.28' TO POB NELY370.87' NELY 590.96' NELY468.86' WLY TO W4 COR SEC 8 SLY TO POB & BEG CW 1/16 COR S 55.04' E231.65' SELY81.59' E111.27' NELY310' NWLY550' NWLY416.98' TO N/S 1/16 LINE S TO CW 1/16 COR AND THE POB... Additional Legal on File

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2020	\$1,243.86	(\$1,243.86)	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$1,006.08	(\$1,006.08)	\$80.48	\$5.00	(\$85.48)	\$0.00
2018	\$920.70	(\$920.70)	\$159.59	\$66.04	(\$225.63)	\$0.00
2017	\$220.02	(\$220.02)	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$208.64	(\$208.64)	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$200.06	(\$200.06)	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$195.90	(\$195.90)	\$15.67	\$5.00	(\$20.67)	\$0.00
2013	\$178.52	(\$178.52)	\$14.28	\$5.00	(\$19.28)	\$0.00
2012	\$182.98	(\$182.98)	\$21.42	\$35.29	(\$56.71)	\$0.00
Total Tax Charge						\$0.00
Lien						
2019 Lien: 2020-74151	\$1,091.56	\$0.00	\$58.22	\$0.00	(\$1,149.78)	\$0.00
2018 Lien: 2020-74151	\$1,146.33	\$0.00	\$99.35	\$0.00	(\$1,245.68)	\$0.00
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014 Lien: 105010011_00087434	\$216.57	\$0.00	\$21.66	\$0.00	(\$238.23)	\$0.00
2013 Lien: 105010011_00087434	\$197.80	\$0.00	\$39.56	\$0.00	(\$237.36)	\$0.00
2012 Lien: 105010011_00087434	\$145.13	\$0.00	\$35.07	\$0.00	(\$180.20)	\$0.00
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Lien						\$0.00
GRAND TOTAL						\$0.00
Grand Total Due as of 09/22/2021						\$0.00
Taxes outstanding on child account(s)						\$1,268.62

Make payment to:

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

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

Interest accrues the 1st of every month

Apache County Assessor
PO Box 770
St. Johns, AZ 85936

R0007469

ANNUAL NOTICE OF VALUE

THIS IS NOT A TAX BILL



OWNER:

WENIMA DEVELOPMENT LLC
603 S COLCORD ST #1A
PAYSON AZ 85547

Rodger Dahozy
Apache County Assessor

Key Code: DJQKSX7K



Tax Year:	Account Number:	Parcel Number	Notice Date:	Petition Deadline:
2016	R0007469	105-01-0011	02/26/2015	04/27/2015

Dear Property Owner:

In accordance with A.R.S. §§ 42-19006 the County Assessor is required to send you an annual Notice of Value for your property. The Assessor is pleased to announce you now have the option to receive your Notice of Value via e-mail. To register for e-notification please log on to <http://www.co.apache.az.us/Departments/Assessor/Assessor.htm>, complete a parcel information search to locate your account. Click Verify E-Mail on the left hand side of the page. Enter your Key Code (printed at the top of this Notice), e-mail address and hit Submit. If you need assistance or have any questions please contact the Assessor's office and we will be glad to assist you.

FULL CASH VALUE (FCV): Full Cash Value for property tax purposes means the value determined as prescribed by statute. If no statutory method is prescribed, full cash value is synonymous with Market Value. Market Value is the estimate of value that is derived annually by using standard appraisal methods and techniques.

LIMITED PROPERTY VALUE (LPV): Limited Property Value is the basis for the assessment of property taxes. Limited Property Value is constrained in the amount by which it can be increased each year and it cannot exceed the Full Cash Value.

For **IMPORTANT INFORMATION** regarding legislative changes affecting limited property value please see the reverse side of the Notice. The **LIMITED PROPERTY** assessed value is divided by 100 and is multiplied by the tax rate to determine property taxes owed. This is not a tax bill. The Treasurer will send you the tax bill in September.

Legal Description: COM SW COR SEC 3 T9N R25E W12S 21' TO POB NELY 375.27' NELY 590.99' NELY 448.41' WLY TO WA COR SEC 3 & SLY TO POB & BEG CW 1/4 COR S 15.84' E231.25' SLY 181.39' E111.32' NELY 319' NW 1/4 SEC 3 T9N R25E W12S 21' TO NW 1/4 COR AND THE POB NE 1/4 COR SEC 3 & S TO A POINT 472.24' NORTH CE 1/4 COR W 100' NWLY 518.31' SWLY 417.17' NWLY 742.25' NWLY 147.65' E TO NE 1/4 COR AND POB BEG SE COR SEC 3 W132° 51'32" W132° 51'32" W1744.11' N 149.24' NWLY 448.84' N 147.32' NWLY 708.75' NWLY 113.53' W182.88' NWLY 728.86' NWLY 252.54' NELY 1147.12' NELY 43' N109.11' NWLY 181.1' NELY ALONG CURVE 417.81' NELY 194.45' NELY 427.33' NELY 423.33' SELY ALONG A CURVE 310.84' NELY 348.29' NWLY 114.25' NELY 827.41' NELY 284.78' ELY 102.85' NWLY 724.71' SLY 300' NELY 440' SLY 822.11' SELY 528.22' SELY 545.57' NELY 1117.45' TO EAST BORDER OF SEC 3 SOUTH TO SE COR SEC 3 & THE POB SEC FOR N 29N . SEC LOTS WITHIN WENIMA VLG AMBRO. LOTS 23-113 & T RACT H

FULL CASH VALUE				
2015 Value			2016 Value	
	Legal Class	Value	Legal Class	Value
Land	02.R	23,328	02.R	54,889
Buildings				
FCV	02.R	23,328	02.R	54,889

LIMITED PROPERTY VALUE								
2015 Value					2016 Value			
	Legal Class	Value	Asst Ratio	Assessed Value	Legal Class	Value	Asst Ratio	Assessed Value
LPV	02.R	23,328	.160	3,732	02.R	24,494	.150	3,674

If you disagree with your property's Full Cash Value or Legal Class, you may file a petition with the County Assessor within 60 days of the Notice Date. A PETITION FOR REVIEW OF REAL PROPERTY VALUATION, with filing instructions, can be obtained from the Assessor's Office by telephone, at www.co.apache.az.us, by mail or in person. Completed petitions for the Notice of Value must be filed with the County Assessor by the PETITION DEADLINE listed on the front of this notice. United States Postal Service postmark is evidence of the date the petition is filed.

Form: NOV ALL

Check Sheet

6-29-21

Split ☒

Combine ☐

Mother Parcel Number(s) 10501001I

Sent to M & E 08/22/2021

Date Work Flow _____

Date Finalized _____

1) Are the tax districts the same? YES

2) Are there taxes due? NO

3) Is it approved by P&Z / TOE / TOS / COSJ YES

4) Is there a legal for every parcel YES

5) What are the new children parcels?

a. 10501001K 277.32ac

b. 10501001L 8.34ac

c. 10501001M 7.22ac

d. 10501001N 15.14ac

e. _____

6) Remarks

2021: ALLOCATION

2022: REVALUE AND B CODE

Old Acreage 304.94 New Acreage 308.02



Property Record Card

Apache County Assessor

**WENIMA DEVELOPMENT
LLC**

100 W FRONTIER #2511
PAYSON, AZ 85541

Account: R0110241

Tax Area: 1000 - SD#10, WHITE
MTN HEALTH CARE DIST

Acres: 7.22

Parcel: 105-01-001M

Situs Address:

Property Use

0014 - 0014-VL-RES-RURAL-
NONSUBDVD

Value Summary

Value By:	Market	Override
Land (1)	\$54,150	N/A
Total	\$54,150	\$54,150

Legal Description

Section: 8 Township: 9N Range: 29E COMM W4 COR SEC 8 THN N
89'38'20" E 1339.05' TPOB THN N 01'59'59" E 920.88'
THN S 27'26'06" E 417.02' THN S 43'57'18" E 549.96' THN S 37'34'06"
W 309.98' THN S 89'24'09" W 111.27' THN N 70'18'29" W 81.42' THN N
87'24'33" W 231.85' TPOB

Land Occurrence 1

Property Code	1215 - VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1.3.000	Land Use Code	01.01.0069 - (BOOK 104 & 105) ALL METES & BOUNDS & NON-UNIFORM SUBDIVISIONS 5.01 TO 10.00 ACRES - PER ACRE	
SubArea	ACTUAL	EFFECTIVE	FOOTPRINT	HEATED
Acres	7.22	7.22	7.22	7.22
Total	7.22	7.22	7.22	7.22
	Value	Rate	Rate	Rate
	\$54,150	7,500.00	7,500.00	7,500.00

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1215	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN	\$54,150	\$6,006	NA	NA



Property Record Card

Apache County Assessor

Abstract Summary

	CLASS 1,3,...				
Total		\$54,150	\$6,006	NA	NA



Property Record Card

Apache County Assessor

**WENIMA DEVELOPMENT
LLC**

100 W FRONTIER #2511
PAYSON, AZ 85541

Property Use

0014 - 0014-VL-RES-RURAL-
NONSUBDVD

Account: R0110242

Tax Area: 1000 - SD#10, WHITE
MTN HEALTH CARE DIST

Acres: 15.14

Parcel: 105-01-001N

Situs Address:

Value Summary

Value By:	Market	Override
Land (1)	\$56,018	N/A
Total	\$56,018	\$56,018

Legal Description

Section: 8 Township: 9N Range: 29E BEG NE 1/16 COR SEC 8 THN S
02°25'48" W 821.77' THN N 89°24'32" W 100.20' THN N 36°59'02" W
518.89' THN S 65°28'18" W 416.73' THN N 49°29'24" W 741.64' THN N
2°21'06" E 93.02' THN N 89°45'14" E 1370.30' TPOB

Land Occurrence 1

Property Code	1215 - VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3,		Land Use Code	01.01.0070 - (BOOK 104 & 105) ALL METES & BOUNDS & NON-UNIFORM SUBDIVISIONS 10.01 TO 20.00 ACRES - PER ACRE				
SubArea		ACTUAL		EFFECTIVE		FOOTPRINT		HEATED
Acres		15.14		15.14		15.14		15.14
Total		15.14		15.14		15.14		15.14
	Value	Rate		Rate		Rate		Rate
	\$56,018	3,700.00		3,700.00		3,700.00		3,700.00

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1215	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3...	\$56,018	\$6,213	NA	NA



Property Record Card

Apache County Assessor

Abstract Summary

Total	\$56,018	\$6,213	NA	NA
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Property Record Card

Apache County Assessor

**WENIMA DEVELOPMENT
LLC**

100 W FRONTIER #2511
PAYSON, AZ 85541

Property Use

0014 - 0014-VI-RES-RURAL-
NONSUBDVD

Account: R0110239

Tax Area: 1000 - SD#10, WHITE
MTN HEALTH CARE DIST

Acres: 277.32

Parcel: 105-01-001K

Situs Address:

Value Summary

Value By:	Market	Override
Land (1)	\$131,727	N/A
Total	\$131,727	\$131,727

Legal Description

Section: 8 Township: 9N Range: 29E SEE SURVEY IN DOCUMENTS

Land Occurrence 1

Property Code	1215 - VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1.3,		Land Use Code	01.01.0074 - (BOOK 104 & 105) ALL METES & BOUNDS 120.01 TO 300.00 ACRES - PER ACRE	
SubArea		ACTUAL	EFFECTIVE	FOOTPRINT	HEATED
Acres		277.32	277.32	277.32	277.32
Total		277.32	277.32	277.32	277.32
	Value	Rate	Rate	Rate	Rate
	\$131,727	475.00	475.00	475.00	475.00

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1215	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1.3.	\$131,727	\$14,610	NA	NA
Total		\$131,727	\$14,610	NA	NA



Property Record Card

Apache County Assessor

**WENIMA DEVELOPMENT
LLC**

100 W FRONTIER #2511
PAYSON, AZ 85541

Account: R0110240

Tax Area: 1000 - SD#10, WHITE
MTN HEALTH CARE DIST

Acres: 8.34

Parcel: 105-01-001L

Situs Address:

Property Use

0014 - 0014-VL-RES-RURAL-
NONSUBDVD

Value Summary

Value By:	Market	Override
Land (1)	\$62,550	N/A
Total	\$62,550	\$62,550

Legal Description

Section: 8 Township: 9N Range: 29E BEG W 4 COR SEC 8 THIN: N
89°38'16" E 812.97' THIN S 57°24'55" W, 468.31'
THIN S 22°04'51" W 591.10' THIN S 38°19'04" W 370.86' THIN N
01°46'56" E, 1086.31' TPOB

Land Occurrence 1

Property Code	1215 - VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3...	Land Use Code	01.01.0069 - (BOOK 104 & 105) ALL METES & BOUNDS & NON-UNIFORM SUBDIVISIONS 5.01 TO 10.00 ACRES - PER ACRE
---------------	--	---------------	---

SubArea	ACTUAL	EFFECTIVE	FOOTPRINT	HEATED
Acres	8.34	8.34	8.34	8.34
Total	8.34	8.34	8.34	8.34
	Value	Rate	Rate	Rate
	\$62,550	7,500.00	7,500.00	7,500.00

Abstract Summary

Code	Classification	Actual Value	Taxable Value	Actual Override	Taxable Override
1215	VACANT LANDS AND REAL PROPERTY NOT INCLUDED IN CLASS 1,3...	\$62,550	\$6,937	NA	NA



Property Record Card

Apache County Assessor

Abstract Summary

Total	\$62,550	\$6,937	NA	NA
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Elexus Ollerton

From: David Romero
Sent: Wednesday, September 22, 2021 11:40 AM
To: Elexus Ollerton
Subject: FW: Parcel 209-23-001C Account R0050390
Attachments: Navajo Nation Taxation

Please abate all taxes on this account per the attached and email below.

Respectfully,



David Romero

Chief Deputy Treasurer

Apache County

P : (928)337.7629 Fax: (928)337.4686

C : (480)734.5162

dromero@co.apache.az.us

"Investing and Protecting Our Financial Future"

From: Barbara Gomez <bgomez@co.apache.az.us>
Sent: Tuesday, September 21, 2021 1:44 PM
To: David Romero <dromero@co.apache.az.us>
Cc: Jason Moore <jamoore@co.apache.az.us>; Dennise Jones <dennise.jones@co.apache.az.us>
Subject: Parcel 209-23-001C Account R0050390

Good afternoon, David:

As per our conversation this morning, I have researched the subject property and in my opinion it should be exempt from taxation for the following reasons:

1. Article 20 Section 5 of the Arizona State Constitution exempts properties located on the reservation and owned by Native Americans from taxation.
2. Per the opinion of Apache County Attorney's Office, as stated in the attached memo, all Native American owned properties within the confines of the reservation, including properties held in fee simple title, are exempt from taxation.
3. Legah Frances Mary provided the Assessor's Office with evidence confirming she is a Native American. She took title by Warranty Deed recorded in Docket 593 Page 320.
4. The subject parcel is located within the confines of the Navajo Nation as determined by the property's legal description.

Please, let me know if you need any additional information.

Thank you!

Barbara Gómez
Chief Appraiser
Apache County Assessor's Office
(928) 337-7917

"When we seek to discover the best in others, we somehow bring out the best in ourselves!"
Annette Fortner

Statement of Taxes Due

APACHE COUNTY TREASURER

Account Number R0050390

Parcel 20923001C

Acres 0.00

Assessed To

LEGAH FRANCES MARY
PO BOX 958
WINDOW ROCK, AZ 86515

Legal Description

Situs Address

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

RD SAINT_MICHAELS

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
Tax Charge						
2018	\$14.56	(\$14.56)	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$48.32	\$0.00	\$85.04	\$5.00	\$0.00	\$138.36
2009	\$546.54	\$0.00	\$976.48	\$27.33	\$0.00	\$1,550.35
2008	\$526.91	\$0.00	\$1,495.69	\$41.86	\$352.09	\$2,416.55
Total Tax Charge						\$4,105.26
Grand Total Due as of 10/05/2021						\$4,105.26

Make payment to:

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

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

Interest accrues the 1st of every month

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: Discussion and possible approval to appoint Morgan Brown as a Hearing Officer for employee appeals at an hourly rate of \$100.

BOS Meeting Date Requested: October 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

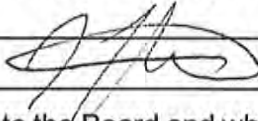
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

ENGINEERING

Date/Signature 9/27/21



Describe in detail what you want to say to the Board and what action you want the Board to take: PERMISSION TO UPDATE CULVERT BID DUE TO PRICE INCREASE.

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 _____

BID SPECIFICATIONS CULVERTS

APACHE COUNTY IS SOLICITING BIDS FOR THE PURCHASE OF GALVANIZED CORRUGATED STEEL ROUND PIPE IN LENGTHS OF TWENTY FEET (20) WITH A THICKNESS OF SIXTEEN (16) GAGE. FOB VENDORS YARD, TO BE PURCHASED FROM TIME TO TIME AS NEEDED DURING THE TIME PERIOD ENDING JUNE 30, 2022 AS FOLLOWS:

DIAMETER	PRICE/FOOT	PRICE/BAND (Inc. Nuts & Bolts)	PRICE/20' SECTION	TAX	TOTAL
18" (2 2/3" X 1/2" Corrugation)	26.86	46.72	537.20	Exempt	537.20
24" (2 2/3" X 1/2" Corrugation)	34.74	53.29	694.80	Exempt	694.80
36" (2 2/3" X 1/2" Corrugation)	49.98	79.76	999.60	Exempt	999.60
48" (2 2/3" X 1/2" Corrugation)	65.30	100.95	1306.00	Exempt	1306.00
60" (3" X 1" Corrugation)	95.01	107.48	1900.20	Exempt	1900.20
72" (3" X 1" Corrugation)	121.67	125.84	2433.40	Exempt	2433.40

NOTE: ALL PRICES SHALL INCLUDE APPLICABLE SALES TAX.

VENDOR NAME Pacific Ponderosa Co.

VENDOR ADDRESS PO Box 1145 Lakeside AZ 85929

SIGNATURE AUTHORIZATION _____

VENDOR TELEPHONE 928-368-6968 DATE 02/08/2021

FEDERAL ID: 860997395 FAX 928-368-6968

VENDOR YARD LOCATION 3542 Hilltop Dr. Lakeside AZ 85929

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

CONTACT PERSON: APACHE COUNTY ENGINEER. (928) 337-7531, FAX (928) 337-2062

CONTRACT IS RENEWABLE YEARLY PER WRITTEN AGREEMENT BY BOTH PARTIES. CONTRACT CAN BE CANCELED WITH 30 DAY NOTICE BY EITHER PARTY.



September 1, 2021

PRICE INCREASE NOTIFICATION

Dear Valued Customer,

The challenging times within the steel and plastic industries continue. It is likely the ripple effect of these challenges have made their way into your personal lives as well, with shortages and price increases hitting the automotive, appliance, HVAC, sporting goods, and other consumer markets. Of course, we have all seen the challenges within our markets as well with still no immediate relief in sight.

Using a primary market indicator, Steel prices have increased every week for the past year and plastic pricing has been on the rise since the first part of this year (and the hurricane season is not over yet). However, while our pricing continues to increase, we have been able to maintain some modest levels of inventory. So, while service levels have been extended, we continue to produce and support our customers projects.

However, the ongoing resin and steel increases do require an increase in pricing on all plastic and steel corrugated piping products and fittings we produce. Therefore, effective October 1, 2021, we will be increasing our plastic products by 7% and steel products by 13%. Similar to past communications, it is our hope that these materials will begin to stabilize prior to year-end. However, as noted prior, should we experience any hurricanes this season, additional increases in plastic resins should be expected. All market indicators are reviewed at least once a week, so we continue to manage our supply with a critical eye.

Similar to recently announced price increases, we intend to honor pricing to the greatest extent practical; however, in the case of select sizes with high backlog and long lead times, pricing adjustments may be necessary; please continue to work with your local representative for an update on any open purchase orders and estimated availability.

We remain committed to working closely with all our customers to manage through these difficult times. In the meantime, thank you for your ongoing business. Please feel free to contact your local production facility, your local sales representative or me with any additional questions or concerns.

Sincerely,

Manny Grijalva
VP- Sales & Marketing
Pacific Corrugated Pipe Company, LLC

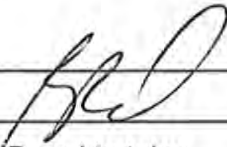
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

9/21/21 

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 to act as the fiscal agent for the Vernon Fire District upon award of a grant through Pascua Yaqui Tribe.

BOS Meeting Date Requested 10/5/21

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.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
VICE 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

RESOLUTION NUMBER: 2021-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA,
ACCEPTING FUNDING FROM THE PASCUA YAQUI TRIBE FOR PURCHASE OF
EQUIPMENT**

WHEREAS, the Vernon Fire Department has identified the need to for a Type 3 Fire Apparatus.

WHEREAS, the Vernon Fire Department has applied for funding to purchase such equipment with the Pascua Yaqui Tribe revenue sharing funds.

WHEREAS, upon award of \$405,000 by the Pascua Yaqui Tribe the Apache County Board of Supervisors resolves to accept these monies on behalf of the Vernon Fire Department.

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

That the grant funds proposed by the Pascua Yaqui Tribe in the amount of \$405,000, for the purchase of equipment be acknowledged and accepted.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 5th day of October, 2021.

Dr. Joe Shirley, Jr.
Chairman of the Board

ATTEST:

Ryan N. Patterson
Clerk of the Board

PASCUA YAQUI TRIBE

REVENUE SHARING APPLICATION

SECTION A – APPLICANT INFORMATION

Date of Application: 9/20/2021 Name of Applicant: Vernon Fire District
Work Number: 928-537-4895 Cell Number: 928-207-6577
Mailing Address: PO Box 400, Vernon, AZ 85940
Email Address: admin@vfdmail.org

SECTION B – PROGRAM FUNDING REQUEST

Program or Project Name: Fire Apparatus Capital Improvement
Project or Program Type: ☐ Government ☐ Non – Profit ☒ Other: Special taxing District
Non-profit status: ☒ In good standing ☐ Not in good standing EIN No: 32-0158916
Amount Requesting: \$ 405,000 Total Project Cost: \$ 405,000
If approved for funding check should be addressed to: Vernon Fire District
Please note the mailing address for the check: PO Box 400, Vernon, AZ. 85940
Has your program received funding from PYT? ☐ Yes ☒ No If so, when? _____
Population Served by the Program/Project: 7,000
Program Goals: Our goal is to purchase a new more reliable primary engine to respond with the district and wildland fires.
Results Measured: The ability to respond more efficiently to calls and reduce cost in repairs.
Indicators of Success: Improved services (see attachment)
Current Source of Funding Tax revenue
Approached other tribes for funding: ☐ Yes ☒ No If so, what Tribe? _____

SECTION C – INDICATE TARGETED AREA (mark all that apply)

☐ Education ☒ Public Safety ☐ Transportation ☐ Health Care
☐ Recreation ☐ Social Services ☐ Economic Development
☐ Cultural, Historical and/or Environmental Protection and Restoration
☐ Other: _____

SECTION D – RESIDING CITY INFORMATION

Name of City Mayor: _____ City, Town or County: Apache

SECTION E – APPLICANT CHECK LIST

Required Supporting Documents to be Attached: ☐ Cover letter from senior elected official
☐ Supporting letter from governing body (city, town, county) ☐ Program detailed budget

Vernon Fire District



PO Box 400, Vernon, AZ 85940
Office (928) 537-4895 Fax (928) 537-4806

Dear Council Treasurer:

Please find an application for Public Safety assistance from the Vernon Fire District attached.

The Fire District is requesting a Public Safety assistance grant from the Pascua-Yaqui Sharing Revenue Funds in the amount of \$ 405,000.00 to purchase a new fire engine.

Vernon Fire District is an essential all hazards emergency response agency located in the rural area of Southwest, Apache County. The Vernon Fire District response area is an unincorporated rural area with a population of 7,000 people. Additionally, each wildfire season, the fire district personnel aid in wildland firefighting throughout the state of Arizona. The current staffing is comprised of 8 full time firefighters, 10 part-time firefighters, and a volunteer Fire Board.

The fire district's current fire engines are ageing. The Primary fire engine is a 2007 and the backup engine is a 1984. This grant would be used to replace the primary engine and allowing the older engine to be retired. This would give the fire district a more reliable primary unit to respond within the district and wildland fires. Given the rural nature of Vernon and its vegetative features, any fire has the potential to become catastrophic and the ability to respond efficiently and safely with reliable equipment is essential.

We appreciate this opportunity and look forward to working with the Pascua-Yaqui Tribe on this project.

Thank you,

John Vehar,
Board Chairman
Vernon Fire District

Beth Bond

From: Kathy Schlichting <Kathy.Schlichting@vfdmail.org>
Sent: Monday, September 20, 2021 7:02 PM
To: Beth Bond
Subject: Requesting resolution to be put on the October Supervisors Agenda
Attachments: RESOLUTION - Pascua Yaqui Tribe funding to Vernon Fire District.docx; Pascua Yaqui tribe revenue sharing application (1).pdf; Pascua-Yaqui Grant 2021 letter to tribe from chairman.docx

Beth we are seeking funding from the Pascua Yaqui tribe for a new engine. One of the requirements is a resolution from the Board of t Supervisors.

Attached is a copy of a resolution, our application for the funding, and a letter from the Board Chair to the tribe. If you need anything else to get this resolution on the October Agenda please let me know.



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

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

date/time stamp

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

Jack Ingram, ACSO Dispatch

Date/Signature: _____

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

Discussion and possible approval to agree to a Letter of Agency with ADOA and Comtech SST to allow
Comtech SST access to Apache County 9-1-1 services and to act on the County's behalf for the purpose of
providing NG9-1-1 services.

BOS Meeting Date Requested Oct 5, 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 _____

Apache County Sheriff
LETTER OF AGENCY

8/28/2021

To: ADOA and Comtech SST

This letter of agency ("LOA") has been issued to notify all Arizona operating service providers ("OSPs") and applicable 9-1-1 services vendors and legacy providers that Apache County Sheriff has authorized the State of Arizona (the "State") through the **Arizona Department of Administration ("ADOA") and NextGen Communications, Inc. ("NextGenCo" and, together with the Safety & Securities Technologies division of its parent company, TeleCommunication Systems, Inc., "Comtech SST")** (Comtech SST and ADOA are referred to herein, collectively, as "Agents" and individually, each, as "Agent") to provide 9-1-1 call transport, database management, and related next generation 9-1-1 services (collectively, "NG9-1-1 Services"), including the public safety-grade, Emergency Services Internet Protocol (IP) network (ESInet) for 9-1-1 call delivery and Next Generation ("PSAPs").

Accordingly, the 911 Authority permits Agents to engage in the identification and collection of all information, including, but not limited to, all networking and premise equipment information, necessary for the initiation and support of such NG9-1-1 Services. Without limiting the foregoing or anything else in this LOA, the 911 Authority hereby authorizes Comtech SST and its designated vendors, if any, to act on the 911 Authority's behalf for the purpose of providing the NG9-1-1 Services.

To ensure uninterrupted access to 9-1-1 services for your customers and the 911 Authority, it is critical to comply with Comtech SST's requests relating promptly and fully to the NG9-1-1 Services, including all requests made by Comtech SST and/or any Comtech SST's vendors for information. Requested information may include, but is not limited to, a description and configuration of the types of facility transport your company is currently using for connection to and from the Arizona 9-1-1 system (e.g., signaling protocols, types and quantities of trunks, CLLI codes, and DACS location upon request from Comtech SST provide or state, full Master Street Address Guide (MSAG) and ALI extract records and source information whether automatically or manually retrieved; and access to detailed billing records relating to network services utilized by the State and the 911 Authority.

Agents' authorizations extend to obtaining and sharing all information, including information obtained from operating service providers and the 911 Authority's vendors, between and among Agents related to the 911 Authority's services for purposes of the authorizations granted, and that such information provided to Agents on the 911 Authority's behalf may include customer proprietary network information ("CPNI"), as defined under 47 U.S.C. § 222, even if CPNI is not expressly requested, or "Confidential Information," as well as any usernames and passwords needed to access such information.

"Confidential Information" means any information of the 911 Authority or the 911 Authority's vendor(s) that is not generally known to the public, whether of a technical, business, or other nature, including, but not limited to, trade secrets, know-how and information relating to the services or equipment, business plans, promotional and marketing activities, finances and other business affairs of the 911 Authority or the 911 Authority's vendor(s), to the extent such information has been marked as "confidential" (or similar). In order for information disclosed orally to be considered Confidential Information, it must be identified as "confidential" (or similar) at the time of disclosure and must be confirmed in writing to the Agents by the discloser within ten (10) days of such disclosure.

The 911 Authority represents that Agents are bound by an agreement with the State to keep confidential any Confidential Information received on the 911 Authority's behalf, which agreement is at least as restrictive as the 911 Authority's confidentiality obligations under its agreement(s) with OSPs and vendors for the applicable services and requires Agents to: (a) exercise at least the same degree of care as Agents use with their own confidential information, and (b) protect such information from misuse and unauthorized access or disclosure.

This LOA does not prevent the 911 Authority from acting on its own behalf when and if it so chooses.

Points of Contact

Comtech SST

Gary Wiren
Client Site Manager
Gary.Wiren@comtechtel.com
ComtechAZ911@comtechtel.com

This authorization is valid with immediate effect until further written notice to terminate the authorization from the 911 Authority.

The undersigned represents that he/she has authority on behalf of Apache County Sheriff to execute this LOA.

By: _____
(Signature)
Name: _____
Title: _____
Telephone: _____
Email: _____

Beth Bond

From: Jack Ingram
Sent: Thursday, September 23, 2021 2:22 PM
To: Beth Bond
Subject: Fwd: BOS agenda item

Get [Outlook for Android](#)

From: Roscoe Herrera <rherrera@co.apache.az.us>
Sent: Tuesday, September 21, 2021 3:02:23 PM
To: Jack Ingram <jingram@co.apache.az.us>
Subject: RE: BOS agenda item

Good afternoon Jack,

Get it done sir.

Thank you.

*Roscoe Herrera
Chief Deputy
Apache County Sheriff's Office
PO Box 518
St. Johns, Arizona 85936
928-337-4321*

----- Original message -----

From: Jack Ingram <jingram@co.apache.az.us>
Date: 9/21/21 14:05 (GMT-07:00)
To: Roscoe Herrera <rherrera@co.apache.az.us>
Subject: BOS agenda item

Chief Herrera,

I just wanted to run this by you. I was needing to send in an agenda item for the next BOS meeting about that agreement with the State and the NG911 vendor for the new 911 phone system coming in the next few months. I got a message back from Joe Young that he was fine with this agreement. I don't know if you wanted to review it or needed to sign off on it first. I attached the agreement again and the agenda item form I have filled out. If you are fine with this I can turn it all in to Beth.

The agreement pretty much gives them access to the 9-1-1 services and network to do identification and data collection and to act in behalf of the County providing NG9-1-1 services.

Thanks,

Jack Ingram

Jack Ingram

From: Joe Young <JYoung@apachelaw.net>
Sent: Thursday, September 16, 2021 11:50 AM
To: Jack Ingram
Subject: Re: NG911 LOA Apache County Sheriff

I am ok with this document and going before the Board for approval

From: Jack Ingram <jingram@co.apache.az.us>
Sent: Thursday, September 9, 2021 10:00:48 AM
To: Joe Young
Subject: FW: NG911 LOA Apache County Sheriff

Good morning Mr. Young,

Can you please review this agreement and make sure that we are good to sign it. See below message for more info on the document.

Thanks,
Jack Ingram
Dispatch Supervisor
Apache County Sheriff's Office
(928) 337-7574

From: SST - Comtech AZ 911 <ComtechAZ911@comtechtel.com>
Sent: Monday, August 30, 2021 7:16 AM
To: SST - Comtech AZ 911 <ComtechAZ911@comtechtel.com>; Jack Ingram <jingram@co.apache.az.us>
Subject: NG911 LOA Apache County Sheriff

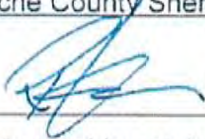
Jack, my name is Gary Wiren and I'm the Comtech SST Client Site Manager responsible for working with you and the State of Arizona to implement NG9-1-1.

As discussed in the recent email sent from the Arizona Department of Administration (ADOA), on behalf of the State of Arizona, which is responsible for administering the State's 911 Program (911 Program), the ADOA is the authority responsible for funding, implementing, and coordinating 911 services throughout the state. In June 2021, the ADOA selected NextGen Communications, Inc. (Comtech SST) to provide a statewide, public safety-grade, Emergency Services Internet Protocol (IP) network (ESInet) and to deploy the National Emergency Number Association's (NENA) i3-compliant Next Generation Core Services (NGCS) for the State's 911 Program that connects every Arizona public safety answering point (PSAP).

To begin the NG9-1-1 transition and ensure the cooperation of telecommunications carriers operating in Arizona (aka "operating service providers" or OSPs), each 911 Authority must formally authorize the ADOA and Comtech SST to move forward on your organization's behalf. Please review the attached Letter of Agency and return a

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  12 9/27/2021

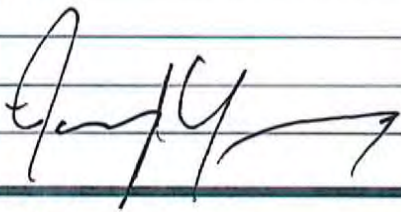
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of the contracts with Advance Correctional Care in accordance
With Bid B21-04-001 for Provision of Health Care Services.

BOS Meeting Date Requested 10-05-2021

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 _____

CONTRACT

THIS CONTRACT is made and entered into as of October 5, 2021 (the "Effective Date") by and between Apache County ("County") and Advanced Correctional Healthcare, Inc. ("Contractor").

1. **SCOPE OF WORK**: Contractor shall furnish any and all materials, equipment and labor required for performing all work for **Provision of Health Care Services, Contract B21-04-001** in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of the County.
2. **CONTRACT DOCUMENTS**: The Contract Documents comprise this Contract and the Request for Proposals, Proposal Submittal dated May 21, 2021 and the Best and Final Offer, Staffing Plan with Pool Option Matrix submitted on June 14, 2021, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others.
3. **NO LIENS / TIME FOR COMPLETION**: Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.
4. **CANCELLATION**: This Contract is subject to cancellation pursuant to A.R.S. § 38-511 (concerning conflicts of interest).
5. **PAYMENTS**: Payment, if any, shall be made on the basis of the Best and Final Offer, Staffing Plan with Pool Option Matrix submitted on June 14, 2021 for Staffing Plan #1 with Pool Option #1 and all Value Added Options under Contract **#B21-04-001**. Contractor shall submit invoices to County for all work performed hereunder. No later than 30 days after each invoice has been verified and approved by the County, County shall pay to Contractor 100% of the approved amount.
6. **CERTIFICATIONS**:
 - A. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations relating to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or any subcontractor's breach of this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County. County may randomly inspect the books and records of Contractor and its subcontractors to verify compliance with this warranty. Contractor and its subcontractors warrant to keep their books and records open for random inspection by County during normal business hours.
 - B. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. The term "scrutinized business operation" shall have the meaning set forth in A.R.S. §§ 35-391 or 35-

393, as applicable. Any falsification in regard to this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract as of the Effective Date.

APACHE COUNTY

By _____
Chairman, Board of Supervisors

Attest:

Clerk of the Board

CONTRACTOR

Company

By _____

Print Name

Title

BUSINESS ASSOCIATE AGREEMENT
APACHE COUNTY, ARIZONA

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Apache County Jail.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.
- (c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.
- (d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- (e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.
- (g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- (i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.
- (j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica K. Young, Esq., CCHP
President & Chief Executive Officer

COUNTY OF APACHE, ARIZONA

Joe Shirley, Jr., Chairman

COVERED ENTITY

APACHE COUNTY JAIL

Date

Date

Please complete and return via email to Contracts@advancedch.com

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
APACHE COUNTY, ARIZONA**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Apache, located in the State of Arizona, through the Apache County Sheriff in their official capacity (hereinafter referred to as "county"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), a corporation.

DEFINITIONS

COUNTY PATIENTS – Patients booked into the custody of the county and presently incarcerated in the facility, but not to include non-county patients.

NON-COUNTY PATIENTS – Patients who are covered by a government health program for American Indians; work release patients while on work release; patients during transport to/from outside facilities; and patients housed in the facility for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

ARTICLE 1:
ACH

- 1.1 **BIOMEDICAL WASTE DISPOSAL.** Pool money will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 **DENTAL CARE.** ACH will provide dental triage screenings. Pool money will pay for all costs associated with dental care.
- 1.3 **ECTOPARASITES.** For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide and pay for medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county's request, and the county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.4 **ELECTIVE CARE.** Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 **ELECTRONIC MEDICAL RECORDS (EMR).** ACH will arrange for AIMM, LLC to provide EMR at the facility. Both parties agree that ACH is protected and immune from any liability or cause of action which may arise from the use of the EMR. The county will be financially responsible for the integration ("bridge") between the facility's Jail Management Software (JMS) and/or prior EMR vendor and AIMM, LLC's EMR system, as well as any associated internet connectivity fees.
- 1.6 **LABOR.** Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.7 **MEDICAL CLAIMS RE-PRICING.** Upon the county's request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment. Pool money will pay for medical claims. JAB averages a claims processing standard of 40 days; however, we anticipate being able to process the county's claims within a maximum of 28 days.

- 1.7.1 The monthly amount to be paid by the county to ACH for this service is to be 25% of the savings on the medical claim(s). (For example, if JAB re-prices a \$100 claim down to \$20, ACH will charge the county 25% of the \$80 JAB saved the county – \$20.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 1.8 MEDICAL SUPPLIES (DISPOSABLE). Pool money will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips. ACH will have the final say of what is a disposable medical supply.
- 1.9 MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.
- 1.10 MOBILE SERVICES. Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. Pool money will pay for all costs associated with mobile services.
- 1.11 OFFICE SUPPLIES (DISPOSABLE). Pool money will pay for disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 1.12 OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR). The CIERR program is a free to user, staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.13 OFF-SITE SERVICES. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. Pool money will pay for any costs associated with off-site services.
- 1.14 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.15 PHARMACEUTICALS. Pool money will pay for all pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

- 1.15.1 DISCHARGE PLANNING – MEDICATION. Prescribing decisions are made on a patient-specific, case-by-case basis by the prescriber. As a general rule, ACH's prescriber will (1) call in a prescription to a local pharmacy for the patient to pick up, (2) discharge the patient with an appropriate amount of medication so the patient may bridge to a community provider (generally, no more than 14 days), or (3) decide not to prescribe medication (as appropriate). The county will pay for all discharge medication.
- 1.16 POOL. The county will have a pool of \$50,000 to be used every 12 months (referred to as the "pool"). The pool money will be spent as indicated in this agreement. The pool dollar amount is simply an estimation of, **not a limitation on**, how much money will likely be spent. ACH prescribers do not make treatment decisions based upon the pool money balance. Instead, it is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis.
- 1.16.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.
- 1.16.2 Any monies remaining in the pool after receipt of invoices will be shared with the county at a rate of 90% to the county / 10% to ACH within 90 days after the pool close date. Invoices received after the pool close date will be forwarded to the county for payment.
- 1.16.3 In the event this agreement is terminated prior to the pool close date, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.
- 1.17 RUBICON-MD E-CONSULTS. ACH prescriber(s) will have access to RubiconMD eConsults, which enable them to discuss patient cases with specialists.
- 1.18 STAFFING.
- 1.18.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the ACH employee to be "on call" during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be "on duty" and the meal break(s) will be paid for by the county.
- 1.18.2 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and medical staff on an on-call basis, 7 days per week, 24 hours per day. For scheduled visits that fall on holidays, coverage will be provided by telephone only.
- 1.18.3 NURSING. ACH will provide on-site RN nursing coverage for 36 hours per week and LPN nursing coverage for 48 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy.

1.18.4 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site QMHP for 6 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy.

1.18.4.1 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility's request, ACH will provide a QMHP at the rate of \$130 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via telehealth (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.

1.18.5 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.

1.19 TUBERCULOSIS (TB) TESTING.

1.19.1 OFFICERS. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies. Upon the county's request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the county for those costs, and the county agrees to pay.

1.19.2 PATIENTS. Upon the facility's request, ACH will provide TB skin tests on or about the patient's 14th day in the facility. Pool money will pay for the TB serum and related supplies, unless the county prefers to test every patient at intake, in which case the county agrees to pay for those overages.

ARTICLE 2: **THE COUNTY**

2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.

2.2 CO-PAY. The county agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The county will be responsible for determining the legality and structure of the co-pay system.

2.3 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. ACH operates within the county's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

- 2.4 CPR CARDS. ACH will not pay for CPR cards for county employees.
- 2.5 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.6 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.7 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.8 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit ACH employees or independent contractors **and the county is specifically prohibited from doing the same**. If the county should hire any ACH employee or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.9 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.
- 2.10 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.
- 2.11 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.

- 2.12 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN).
- 2.13 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.14 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.15 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county employees, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.16 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's employees and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).

ARTICLE 3:

COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$505,928.13 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$42,160.68 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge. ACH prefers to be paid electronically through the Automatic Clearing House (ACH).
- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for hospital and related services – medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.

- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the county patient ADP will be 80 and the non-county patient ADP will be 0. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.54 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: $10 \times \$0.54 \times 91$)
- 3.3.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4: **TERM AND TERMINATION**

- 4.1 TERM. The term of this agreement will begin on _____ at 12:01 A.M. and will continue in full force and effect until _____ at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 3-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5: **GENERAL TERMS AND CONDITIONS**

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **ASSIGNMENT.** ACH may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.3 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.4 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.5 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.7 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.9 **FILMING.** ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If

the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.

- 5.10 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 GOVERNING LAW. This agreement will be governed by the laws of the State of Arizona (without reference to conflicts of laws principles).
- 5.12 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors rather than employees. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH ("health care team members") are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.13 INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK). ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.14 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.15 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.16 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Apache County Sheriff's Office, P.O. Box 518, St. Johns, AZ 85936; facsimile: 928-337-2709; mcirvello@co.apache.az.us. To ACH: Advanced Correctional Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 110, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.17 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

- 5.18 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.19 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training.
- 5.20 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.21 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica K. Young, Esq., CCHP
President & Chief Executive Officer

Date

COUNTY OF APACHE, ARIZONA

Joe Shirley, Jr., Chairman

Date

ELECTRONIC MEDICAL RECORDS AGREEMENT
APACHE COUNTY, ARIZONA

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Apache, located in the State of Arizona, through the Apache County Sheriff in their official capacity (hereinafter referred to as "county"), and Advanced Inmate Medical Management, LLC (hereinafter referred to as "AIMM"), an Illinois corporation.

ARTICLE 1:
AIMM

- 1.1 LICENSE. AIMM grants the county a non-exclusive license to use the EMR, subject to this agreement. The county agrees it has no right or claim to the EMR, that it has no title or claim of title to the EMR, and that this license is not assignable without AIMM's permission.
- 1.2 TECHNICAL SUPPORT. AIMM will provide technical support regarding the EMR to the county 24/7, including holidays.
 - 1.2.1 If the county asks AIMM to troubleshoot county-owned systems/hardware, the county agrees to pay AIMM at the rate of \$90 per hour. This rate may increase annually.
 - 1.2.2 The county will receive up to 12 user accounts. If the county requests 13 or more user accounts, the county agrees to pay \$30 per month extra for each additional user account. This rate may increase annually.
- 1.3 TRAINING. Initial orientation training in the use of the EMR will be provided at the time of startup. The county agrees to pay for any additional training at the rate of \$75 per hour, plus travel expenses (transportation, meals, lodging, etc.). This rate may increase annually.
- 1.4 OTHER SERVICES AND EXPENSES. AIMM may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.

ARTICLE 2:
THE COUNTY

- 2.1 CUSTOMIZATION. Customizations to the EMR, if agreed to by AIMM, will be paid for by the county. AIMM will not pay for the county's customizations to the EMR. AIMM will not troubleshoot customization issues, if any.
- 2.2 HARDWARE. The county will pay for the necessary hardware. This may include, but is not limited to, desktop computer(s), laptop computer(s), monitor(s), scanner(s), signature pad(s), USB mouse(s), wireless internet router(s).
- 2.3 JAIL MANAGEMENT SYSTEM (JMS). The county will pay for the integration ("bridge") between the facility's JMS and/or prior EMR vendor and AIMM's EMR, as well as any associated internet connectivity fees.
 - 2.3.1 In the event any changes are made to the JMS, the county must notify AIMM at least 90 days prior to any changes being implemented. The county will pay for any resulting changes to the integration, including the hourly wage and benefits for the people who need to work to change the EMR accordingly to match the new JMS, which may include but is not limited to establishing the new interface requirements, testing, background work on AIMM's end,

changing detainee numbers to new (if applicable), transferring records, manual input to get the script ready to run, etc.

- 2.3.2 Failure to notify AIMM of these changes may cause the EMR system to malfunction and result in additional charges to the county to correct errors. Failure to notify AIMM of these changes may also cause the system to malfunction and result in medical information being permanently lost or unrecoverable.
- 2.3.3 AIMM will not be liable for hardware or software problems due to interfacing of the EMR with the county's existing hardware or software.
- 2.4 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to AIMM when requested.
- 2.5 OFFICE EQUIPMENT. The county will provide use of county-owned office equipment and utilities. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. EMR costs are paid through the county's health care contract with Advanced Correctional Healthcare.
- 3.2 QUARTERLY ADJUSTMENTS.
 - 3.2.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 80.
 - 3.2.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.10 per patient per day. This rate may increase annually. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.10 x 91) The purpose of the per diem rate is to account for using more or less server storage space.
 - 3.2.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between AIMM and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4: **TERM AND TERMINATION**

- 4.1 TERM. The term of this agreement will begin on _____ at 12:01 A.M. and will continue in full force and effect until _____ at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 TERMINATION.

- 4.2.1 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for AIMM, the county will act in good faith and make every effort to give AIMM reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 **30-DAY OUT CLAUSE.** Notwithstanding anything to the contrary contained in this agreement, the county or AIMM may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives AIMM less than 30 days' advance written notice, the county agrees to pay to AIMM 1-month's contract price as an early termination fee.
- 4.2.3 Upon termination, AIMM agrees to provide records in PDF format. The EMR, including the offline MAR, will be destroyed. The county agrees to destroy the EMR from their systems.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and AIMM agree that no party will require performance of any AIMM or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any changes required as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require changes, the county will pay for it, unless specifically agreed upon in writing between AIMM and the county.
- 5.2 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.3 **EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.4 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Arizona (without reference to conflicts of laws principles).
- 5.5 **INDEPENDENT CONTRACTORS.** AIMM may engage certain professionals as independent contractors rather than employees (such as coders). The county understands and acknowledges that some people working with AIMM are not employees or associates of AIMM and that AIMM is not responsible for their opinions or decisions.

- 5.6 LIMITATION OF LIABILITY. IN NO EVENT WILL AIMM BE LIABLE FOR ANY LOST PROFITS OR REVENUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHER DAMAGES, REGARDLESS OF THE CAUSE OF ACTION. IN NO EVENT WILL AIMM'S LIABILITY EXCEED THE TOTAL COMPENSATION PAID HEREUNDER. AIMM WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION, OR FURNISHING OF THE EMR UNDER THIS AGREEMENT.
- 5.7 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.8 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Apache County Sheriff's Office, P.O. Box 518, St. Johns, AZ 85936; facsimile: 928-337-2709; mcirvello@co.apache.az.us. To AIMM: Advanced Inmate Medical Management, LLC, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: Contracts@detainemr.com.
- 5.9 SECURITY. The county will not allow any unauthorized person to operate, maintain, or have access to the EMR. AIMM will not be liable for damages resulting from the improper or incorrect usage or operation of the EMR by the county, its employees, or third parties. The county understands adequate cyber security services are necessary and will maintain responsibility for cyber security. The county will screen AIMM's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of AIMM's employees and independent contractors regarding security/background clearance.
- 5.10 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.11 SUBCONTRACTING. AIMM may subcontract services, including but not limited to coding.
- 5.12 THIRD PARTY BENEFICIARIES. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.13 TRADE SECRETS. The county agrees that the EMR is a valuable trade secret developed at great expense to AIMM and will maintain it in the strictest confidence. The county agrees to implement enough safeguards to protect the confidentiality and proprietary nature of the trade secret in light of its own operating activities. The county will not copy (or allow someone else to copy) the EMR. The EMR will remain the property of AIMM.
- 5.14 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.
- 5.15 WARRANTY.

- 5.15.1 As-Is. The EMR will be distributed to the county on an “as is” basis without warranty of any kind, except as contained in this agreement.
- 5.15.2 Performance. AIMM warrants that the EMR will perform substantially in accordance with end user documentation. AIMM does not warrant that there will not be errors or downtime.
- 5.15.3 Title. AIMM warrants that it owns the EMR software (DetainEMR).
- 5.15.4 Virus. AIMM warrants that, to the best of AIMM's knowledge and belief, the EMR does not contain any harmful code.
- 5.15.5 Notification. Once the county becomes aware of a potential warranty claim, the county has 30 days to notify AIMM of any warranty claims.
- 5.15.6 Exclusive Remedy. The exclusive remedy for breach of warranty is for AIMM to repair the EMR. In the event the first exclusive remedy fails of its essential purpose, the alternate exclusive remedy for breach of warranty is for AIMM to refund the county's purchase price of the EMR.
- 5.15.7 **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 5.15.8 **THERE ARE NO OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, BETWEEN COUNTY AND AIMM WITH RESPECT TO THE EMR.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below,

ADVANCED INMATE MEDICAL MANAGEMENT, LLC

Dr. Angela Moriarity, Vice President

Date

COUNTY OF APACHE, ARIZONA

Joe Shirley, Jr., Chairman

Date

Please complete and return via email to Contracts@detainemr.com.

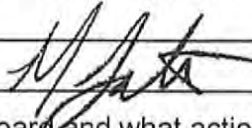
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature:



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

Request approval for the FY22 Fill the Gap Grant Application in the amount of \$29,615.00. These funds are generated from court fines and fees and set aside for necessary court operations within Apache County. The State regulates these funds and requires this application submission each fiscal year, as well as a final accounting at the end of that fiscal year. The requested amount is within the Court's budget.

BOS Meeting Date Requested October 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

FILL THE GAP (FTG) APPLICATION

A. APPLICANT INFORMATION

1. COURT NAME: SUPERIOR COURT – APACHE COUNTY		
2. CONTACT PERSON: SUEANNE CZARNYSZKA	3. TITLE: SUPERIOR COURT – PROGRAM COORDINATOR	
4. ADDRESS (STREET, CITY, STATE, ZIP): PO BOX 667, 70 W. 3 RD STREET SOUTH, ST. JOHNS, ARIZONA 85936		
5. PHONE: (928) 337-7677; (928) 333-6408	6. FAX: (928) 337-7586	7. E-MAIL ADDRESS: SCZARNYSZKA@COURTS.AZ.GOV

B. BUDGET INFORMATION

8. PROJECT TITLE: AUTOMATION		
9. BEGIN DATE: 07/01/2021		END DATE: 06/30/2022
10. AMOUNT STATE FTG REQUESTED: \$ 16,385.00	AMOUNT LOCAL FTG REQUESTED: \$ 29,615.00	LOCAL BALANCE (COURT PORTION): \$150,919.25 AS OF: JUNE 30, 2021 (CERTIFIED BY LOCAL FINANCE)
11. OTHER ACTIVE APPROVED GRANTS FOR FTG (STATE \$ AMOUNT):		
12. ☐ NEW REQUEST	☒ CONTINUE PROJECT – TIME & \$ ☐ CONTINUE PROJECT – ADDITIONAL STAFF GPT # 1201FTG001	☐ EXTEND PROJECT - TIME ONLY, NO ADDITIONAL FUNDS (PLEASE PROVIDE EXPLANATION FOR EXTENSION REQUEST) GPT #

C. PROJECT INFORMATION

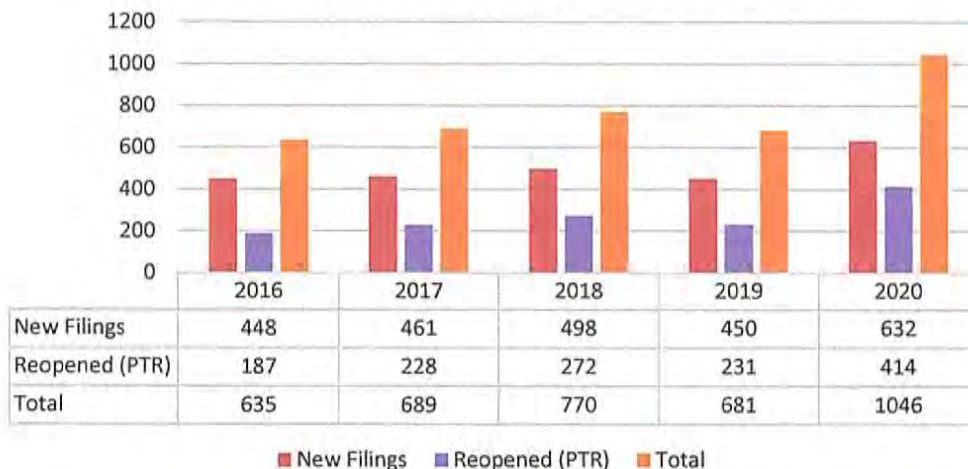
13. DESCRIPTION OF PROJECT PLAN.

THIS REQUEST IS STRICTLY FOR AUTOMATION. FUNDING WILL HELP OFFSET THE RISING COST OF ACAP DEVICE FEES. UNFORTUNATELY, THIS FUND DOES NOT GENERATE ENOUGH REVENUE TO SUPPORT STAFFING NEEDS. COURTS CONTINUE TO OPERATE ON THE SAME BUDGET AS PREVIOUS YEARS WITH THE POSSIBILITY OF BUDGET CUTS.

14. DESCRIBE THE NEED FOR THIS PROJECT AND HOW THE EXPENDITURE OF THESE MONIES WILL ADDRESS THE NEED.

Apache County continues to experience a substantial increase in criminal case filings (see chart below). The increase in case filings increases the court's operating budget as well. The requested funding will be used for the State's ACAP device fee (State computers, printers, scanners, etc.), an expenditure for all court personnel throughout the state. The anticipated 2.5% increase in ACAP fees over the next several years will continue to place a financial burden on courts in smaller rural jurisdictions.

Superior Court Felony Criminal Filings 2016-2020



****Note: 2021 new felony criminal case filings are at 239 as of 8/24/2021 with a current jury trial backlog of 44.**

15. LIST THE PROJECT'S PERFORMANCE MEASURES.

- **REDUCE THE CURRENT TRIAL BACKLOG CREATED BY THE PANDEMIC, AS WELL AS CONTINUE EFFORTS IN MAINTAINING COMPLIANCE WITH TIME STANDARDS;**
- **EXPAND THE USE OF TECHNOLOGY IN BOTH THE GENERAL AND LIMITED JURISDICTION COURTS, INCLUDING BUT NOT LIMITED TO UTILIZATION OF VIDEO CONFERENCING/ZOOM FOR COURT HEARINGS TO MINIMIZE THE NEED FOR IN-PERSON HEARINGS (UNLESS REQUIRED).**
- **CONTINUE EFFORTS TO CLEAN-UP DATA IN ALL APACHE COUNTY COURTS. MONTHLY REPORTS ARE GENERATED TO MONITOR CASEFLOW AND IDENTIFY/ADDRESS AREAS OF IMMEDIATE CONCERN.**

D. BUDGET (SUPERIOR COURT) (SEE ATTACHMENT FOR COMPLETE BREAKDOWN OF PROPOSED EXPENDITURE).		
PERSONNEL	\$	_____
PROFESSIONAL SERVICES	\$	_____
TRAVEL	\$	_____
OTHER OPERATING	\$	_____
OFFICE EQUIPMENT	\$	_____
COMPUTER EQUIPMENT – ACAP DEVICE FEES	\$	16,500.00
TOTAL		\$ 16,500.00
E. BUDGET (CLERK OF THE COURT)		
PERSONNEL	\$	_____
PROFESSIONAL SERVICES	\$	_____
TRAVEL	\$	_____
OTHER OPERATING	\$	_____
OFFICE EQUIPMENT/FURNITURE	\$	_____
COMPUTER EQUIPMENT – ACAP DEVICE FEES	\$	28,500.00
TOTAL		\$ 28,500.00
F. BUDGET (JUSTICE COURT)		
PERSONNEL	\$	_____
PROFESSIONAL SERVICES	\$	_____
TRAVEL	\$	_____
OTHER OPERATING	\$	_____
OFFICE EQUIPMENT	\$	_____
COMPUTER EQUIPMENT	\$	_____
TOTAL		\$ N/A

G. PERSONNEL EXPENDITURE DETAIL

SUPERIOR COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
	N/A	\$
		\$
		\$
		\$
Total		\$

CLERK OF THE COURT

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
	N/A	\$
		\$
		\$
		\$
Total		\$

JUSTICE COURTS

Number of Positions	Position Description (use additional sheets if necessary)	Salary Amount (Include ERE)
	N/A	\$
		\$
		\$
		\$
Total		\$

H. EQUIPMENT EXPENDITURE DETAIL

SUPERIOR COURT

Type of Equipment	Amount
ACAP Device Fees	\$16,500.00
	\$
	\$
	\$
	\$
Total	\$ 16,500.00

CLERK OF THE COURT

Type of Equipment/Furniture/Other Operating	Amount
ACAP Device Fees	\$ 28,500.00
	\$
	\$
	\$
	\$
Total	\$28,500.00

JUSTICE COURT

Type of Equipment	Amount
N/A	\$
	\$
	\$
	\$
	\$
Total	\$.00

I. SIGNATURES OF SUBMITTING PARTIES

☒ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)



PRESIDING JUDGE SUPERIOR COURT



DATE

CHAIRMAN, BOARD OF SUPERVISORS

DATE

MICHAEL LATHAM
PLEASE PRINT NAME

DR. JOE SHIRLEY, JR.
PLEASE PRINT NAME

☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)

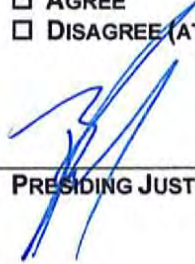
☐ AGREE
☐ DISAGREE (ATTACH EXPLANATION)



CLERK OF THE SUPERIOR COURT



DATE



PRESIDING JUSTICE OF THE PEACE



DATE

ANNELL HOUNSHELL
PLEASE PRINT NAME

BUTCH GUNNELS
PLEASE PRINT NAME

SUBMIT COMPLETED APPLICATION TO:

csdgrants@courts.az.gov

or

**GRANT SPECIALIST
COURT SERVICES DIVISION
ADMINISTRATIVE OFFICE OF THE COURTS
1501 W. WASHINGTON, SUITE 410
PHOENIX, AZ 85007**

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

10/5/2015

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

Apache County Treasurer

Date/Signature: 9/27/21 M. Begay

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

Treasurer Office: Recognition of the Apache County Teacher of the year.

BOS Meeting Date Requested 10/5/2021

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

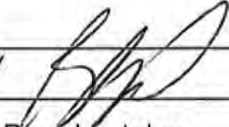
**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

11/11/11 5:11 PM

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

County Manager

Date/Signature:

9/27/21 

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 10/5/21

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