



**Dr. Joe Shirley, Jr.**  
Vice Chairman, District I

**Alton Joe Shepherd**  
Supervisor, District II

**Nelson Davis**  
Chairman, District III

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

Pursuant to A.R.S. §38-431.02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

**July 1, 2025**  
**Board of Supervisors' Hearing Room, First Floor**  
**75 West Cleveland Street**  
**St. Johns, Arizona**  
**8:30 a.m. MST**

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS' MEETING  
July 1, 2025**

1. Discussion and possible approval of the completed Strategic Plan for the Sanders Public Library.
2. Discussion and possible approval to enter into a three-year agreement for professional services with Infinity Communications and Consulting. This agreement is for Category One E-rate consulting services, in the amount of \$5,000 per year. This has been budgeted for in FY26.
3. Discussion and possible approval of a Lease Agreement between the Apache County Library District and the Vernon Community Park Committee, effective July 1, 2025, through June 30, 2026 at the rate of \$25.00 per month.
4. Discussion and possible approval of a Lease Agreement between the Apache County Library District and the Sanders Unified School District #18, effective July 1, 2025, through June 30, 2026 at the rate of \$325.00 per month.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS' MEETING  
July 1, 2025**

1. Discussion and possible approval of a billboard rental contract with RW Billboard Advertising, effective August 1, 2025, through August 31, 2026. The Tobacco Prevention Grant is funding the expense in the amount of \$4,050 to advertise the ASHLINE Program and has been budgeted for in FY26.
2. Discussion and possible approval of Intergovernmental Agreement CTR076419 Healthy People Healthy Communities, effective July 1, 2025, through June 30, 2026. The Health District will participate in the following fixed price portions of the IGA: Tobacco Prevention and Cessation Program at \$272,050. Health in Arizona Policy Initiative Program at \$53,469.09, and the Suicide Mortality Review Program at \$25,000. This has been budgeted for in FY26.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
July 1, 2025**

1. Craig Sullivan, Executive Director, County Supervisors Association: Report on recent County Supervisors Association activities including discussion on the recent legislative session and budget.
2. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

**County Manager/Clerk of the Board:**

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between May 22, 2025, to June 24, 2025. 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 June 3, 2025, and June 5, 2025.
- \*C. Request approval of a resolution designating Ryan Patterson as the Chief Fiscal Officer.
- \*D. Request approval of an Agreement with REDW for recruitment and consulting services.
- \*E. Request approval of a proclamation designating August as Child Support Awareness Month.

## **Human Resources:**

- \*F. District II: Request authorization to create an Automotive Parts Inventory Clerk position (Range 31) and an Administrative Assistant II position (Range 30).

## **Community Development:**


- \*G. Request approval of a Conditional Use Permit (CUP) allowing Richard and Dana Smith to construct a second dwelling on their property located at 2 County Road N3099 near Vernon, Arizona (A.P.N. 106-52-004W, situated in Section 15, Township 10N, Range 24E). The Planning and Zoning Commission recommended approval with conditions on June 12, 2025.

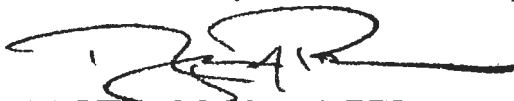
## **Emergency Management:**

- \*H. Request approval effective July 1, 2025, end the State of Emergency as declared in response to the Greer Fire as firefighting efforts have concluded, hazards have been mitigated and public safety is restored.
3. Superior Court: Discussion and possible approval of the Superior Court-Probation Reorganization Proposal. The requested changes result in a savings in overall personnel costs and will not increase the FY26 budget.
  4. Engineering Department: Discussion and possible approval to purchase a 2025 Kenworth T480 4,000-gallon water truck through Omnia, Contract #212816 utilizing District I funds.
  5. Engineering Department: Discussion and possible approval to grant Conexon Connect a utility easement going through County properties 201-08-010 in Concho, and 106-39-006 in Vernon.
  6. Emergency Management: Discussion and possible approval of an amendment to Intergovernmental Agreement CTR068538 Apache County Medical Reserve Corps State, Territory and Tribal Nations, Representative Organizations for Next Generations (MRC STTRONG) extending the end date to May 31, 2028.
  7. Emergency Management: Discussion and possible approval of Agreement No. EV25-0069, between the State of Arizona Department of Environmental Quality (ADEQ) and the Apache County Emergency Management to allow ADEQ to fund and administer an air quality sensor loan to Apache County. The sensor will be utilized as needed for air quality monitoring related to smoke from prescribed fire and/or wildfire.
  8. Emergency Management: Discussion and possible approval of the Disaster Assistance Agreement for State Declared Disasters between the Department of Emergency Management, State of Arizona (“Division”), and Apache County (“Applicant”). This Agreement shall apply to all assistance funds provided by the Division to the Applicant as a result of SD2502-GREER FIRE, which occurred May 13, 2025, to May 26, 2025, and pursuant to the Governor’s Declaration of Emergency on May 17, 2025.

9. Sheriff's Office: Discussion and possible approval of a Emergency Facilities and Land Use Agreement between the USDA Forest Service and Apache County during the Greer Fire beginning May 14, 2025, and ending at the end of the incident.
10. County Attorney's Office: Discussion and possible approval of an Independent Contractor Agreement with Shawn Taylor of Taylor Law Office for special prosecution services. This does not affect the FY26 budget.
11. County Attorney's Office: Discussion and possible approval of FY26 Drug, Gang and Violent Crime grant from the Arizona Criminal Justice Commission.
12. County Manager: Discussion and possible approval of a liquor license application recommendation for Becky Ivins, Standford General Store, 4 County Road 8235, Concho, Arizona.
13. County Manager: Discussion and possible approval of CDBG Funding Agreement 127-25 between the Arizona Department of Housing and Apache County for the Vernon Food Pantry Improvements.
14. Executive session for personnel matters pursuant to A.R.S. 38-431.03 (A)(1) and/or for legal advice pursuant to A.R.S. 38-431.03(A)(3), regarding the continued employment of Apache County Engineer Ferrin Crosby with possible changes to the terms of his employment including potential discipline, up to and including termination of employment.
15. Discussion and possible action regarding the continued employment of Apache County Engineer Ferrin Crosby with possible changes to the terms of his employment including potential discipline, up to and including termination of employment.
16. 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 accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-361-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.*

Posted this 26<sup>th</sup> day of June, 2025 at 4:00 p.m. MST by 



Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

datetime stamp

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

Library District, Keirsten Nielsen

Date/Signature: *Keirsten Nielsen 6/18/2025*

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 completed Strategic Plan for the Sanders Public Library.**

BOS Meeting Date Requested: July 1, 2025

---

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 \_\_\_\_\_

Supervisors:

We are asking for your stamp of approval on the completed Strategic Plan for the Sanders Public Library. We would like the Sanders community to know that we take this plan seriously and so have asked for your stamp of approval to show that we are accountable.

The item simply reads: **Discussion and possible approval of the Strategic Plan for the Sanders Public Library.**

The pros and cons cover the entire process of strategic planning at all of our libraries.

Pros

- Community (taxpayers) input
- Catalyst for greater community interaction
- Greater accountability to the taxpayer
- Opportunity to forge alliances with community
- More cost-effective programming and services, because they are aligned with community needs and interests
- No new monies, just reallocation of what is already in the budget

Cons

- Perception that the Library is not taking the taxpayer into consideration
- Possibly not addressing the majority need of patrons

2024

## Strategic Planning Committee Members



Tina Dawes

Hope James

Daniel Thompson

Karen Tsinninnie



Sanders Public Library  
P.O. Box 1000  
(Off I-40, Exit 339 North, Frontage  
Rd East)  
Sanders, Arizona 86512-1000  
Phone: 928-688-2677  
Fax: 928-688-3077  
[www.apachecountylibraries.com](http://www.apachecountylibraries.com)

A branch of the Apache County Library District

### LIBRARY HOURS

**Spring/Summer Hours**  
April through October

Monday & Wednesday,  
12—6:00 p.m.  
(Arizona Time)

Tuesday & Thursday,  
10:00 a.m.—6:00 p.m.  
(Arizona Time)

**Fall/Winter Hours**  
November through March

Monday—Thursday  
10 a.m.—5 p.m.

### LIBRARY STAFF

Lucinda Baloo, Library Manager  
[lbaloo@apachecountyaz.gov](mailto:lbaloo@apachecountyaz.gov)

Tina Dawes, Library Specialist I  
[tina.dawes@apachecountyaz.gov](mailto:tina.dawes@apachecountyaz.gov)

Amanda Terry, Library Specialist I

## Sanders Public Library Strategic Planning 2024-2027

### Mission Statement

“Connecting our  
community to  
knowledge and  
opportunity, online and  
off, through  
personalized support  
and digital  
empowerment.”



## ***Know Your Community***

*Residents will have a central source for information about the wide variety of programs, services, and activities provided by community agencies and organizations.*

- Sanders Public Library will create and post a monthly calendar of current events sponsored by local organizations and businesses electronically on the library's website and social media page as well as distribute printed flyers in various community locations
- The Library will design, publish, and periodically update a high school and college scholarship brochure.
- The library will distribute the brochure electronically on its webpage will be distributed in print to local patrons, businesses and government agencies.
- Library staff will distribute:
  1. 25 brochures first year.
  2. 50 brochures second year.
  3. 75 brochures third year.



## **Sanders Public Library Strategic Planning 2024-2027**



## ***Connect to the Online World***

*Residents will have high—speed access to the digital world with no unnecessary restrictions or fees to ensure that everyone can take advantage of the ever-growing resources and services available through the Internet.*

- Sanders Public Library will introduce patrons to different features of its online resources via flyers, radio announcements, newspaper articles, the library's website and Facebook page.
- The Library will provide flyers with this information to area businesses and service agencies for distribution and ask these organizations to share the library's digital promotions on their own websites and social media accounts.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, Keirsten Nielsen

Date/Signature: *Keirsten Nielsen 6/18/2025*

Discussion and possible approval to enter into a three-year agreement for professional services with Infinity Communications and Consulting. This agreement is for Category One E-rate consulting services in the amount of five thousand dollars (\$5000.00) per year and all costs are paid by the Apache County Library District.

BOS Meeting Date Requested: July 1, 2025

---

Legal Review: *OK per CHRIS Rescoe* PRE-AGENDA ITEM 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 of hiring Infinity Consulting Firm for E-rate Consulting Services:

*Apache County Library District: Discussion and possible approval to enter into a three-year agreement for professional services with Infinity Communications and Consulting. This agreement is for Category One E-rate consulting services in the amount of five thousand dollars (\$5000.00) and all costs are paid by the Apache County Library District.*

**Pros:**

- Infinity Consulting is experienced with the E-rate program and the rules and regulations guiding the funding process
- Our Network Administrator, although experienced with the E-rate application process, is inexperienced in writing RFPs.
- The E-rate application process can be time consuming especially when it enters the PIA (Program Integrity Assurance) review phase. Hiring this firm will allow the Library District IT staff/person to continue her support of the libraries without being tied to the application process for the next 6 months to a year.
- The ability to terminate (without cause, at any time) the agreement with a 30-day notification.
- We have already had a three-year contract with Infinity and have been working with them since 2018, so they are familiar with the Library District and our needs.

**Cons:**

- The possibility of not receiving e-rate funds which are a real boon to our libraries.

INFINITY COMMUNICATIONS AND COMPLIANCE, INC.  
**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Client No: 0527

This Agreement for Professional Services ("Agreement") is entered as of this day, May 28, 2025, between **Infinity Communications and Compliance, Inc.** hereinafter referred to as "Infinity," and **Apache County Library District** hereinafter referred to as the "Client." The parties agree as follows:

1. **SERVICES**

Infinity agrees to perform Professional Services ("Services") on behalf of the Client as set forth in this Agreement, including the Project Attachment. Infinity's responsibilities and determination of reimbursable cost for Services are set forth in the Project Attachment, which is incorporated as a part of this Agreement. Infinity agrees to perform the Services in a professional, workmanlike manner consistent with industry standards and in substantial compliance with any service-level commitments set forth in the Project Attachment.

2. **BASIS OF COMPENSATION**

Infinity will invoice and Client will pay for Services performed under the scope of work as described in the Project Attachment. Client must raise any invoice dispute in writing within fifteen (15) days of receipt; failure to do so shall constitute acceptance of the invoice. All fees are non-refundable. Notwithstanding termination, Client remains responsible for all fees for work performed and any non-cancellable commitments entered into on Client's behalf.

3. **TERM AND TERMINATION OF SERVICE**

Infinity's services are provided for the term specified in the Project Attachments. The term commences on the later of the date of the execution of this Agreement and the Start Date described in the Project Attachment (the commencement date being the "Services Start Date").

Either party may terminate this Agreement, without cause, by providing written notice to the other at least thirty (30) days before the intended termination date.

Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from any actions (or inaction) taken (or not taken) after the date of termination, including (but not limited to) negligent acts or omissions by Client, its agents and/or employees.

In the event that the Agreement is terminated, Client may request for Infinity to deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days after termination. Infinity may retain copies for archival and compliance purposes.

4. **CLIENT'S RESPONSIBILITY**

The Client agrees to fulfill all responsibilities and provide all necessary information as outlined in the Project Attachment(s) in a timely manner to facilitate the completion of Services by Infinity. Any delays due to the Client's failure to perform these responsibilities may result in adjustments to the timeline and incur additional costs payable by Client. Client expressly agrees to indemnify, hold harmless, and waive any right of action against Infinity for any action (or inaction) that occurs (or does not occur) as a result of Client not performing its responsibilities as described in the Project Attachment.

5. **RECORDS**

Infinity will maintain full and accurate records in connection with this Agreement. The Client may inspect these records upon reasonable notice during normal business hours.

6. **STATUS OF INFINITY**

The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor, and shall have control of all work and the manner in which it is performed. Infinity shall

be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the Client provides for its employees.

During the term and for one (1) year thereafter, Client shall not solicit or hire Infinity employees or subcontractors who performed Services under this Agreement.

7. **COPYRIGHTS AND LICENSES**

Infinity retains ownership of all intellectual property rights in its work product ("Instruments of Service"), including templates, forms, documents, specifications, and designs. Infinity grants the Client a non-exclusive, limited, perpetual, and irrevocable license to use these Instruments of Service solely for the specific purposes outlined in this Agreement and associated projects, provided the Client has fully compensated Infinity.

Unauthorized use of Infinity's Instruments of Service shall immediately terminate the granted license and relieve Infinity of all liabilities arising from such use.

8. **HOLD HARMLESS & LIMITATION OF LIABILITY**

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, employees, and affiliates from all suits, claims, liabilities, damages, losses, costs, and expenses resulting from negligent acts or omissions of the other party, its officers, agents, or employees under this Agreement (each agreeing to "Hold Harmless" the other). Neither party agrees to Hold Harmless with respect to any gross negligence or willful misconduct of the other.

In the event Infinity is found in breach of this Agreement and/or negligent, except in cases of gross negligence or willful misconduct, the parties agree that Infinity's maximum potential liability shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement in the twelve months preceding the claim. Any legal action arising from or taken by either party, shall be governed by the laws of the State of California / County of Kern, and shall be brought in its courts.

9. **COMPLIANCE WITH LAWS**

Infinity shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances involving its employees, including workers' compensation and tax laws.

10. **MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES**

No modification or amendment of this Agreement will be effective unless agreed to in writing and signed by authorized representatives of both parties.

Neither party may assign or delegate this Agreement or any of its rights or obligations hereunder without the other party's prior written consent; provided, however, that Infinity may, without Client's consent, assign this Agreement in its entirety (including all rights and obligations) to (a) an Affiliate, or (b) a successor by way of merger, consolidation or the sale of substantially all of Infinity's assets, so long as such successor assumes all of Infinity's obligations under this Agreement. Any other purported assignment shall be null and void. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties.

11. **GENERAL PROVISIONS**

- a. **GOVERNING LAW & DISPUTES** This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Kern County, California, for any disputes arising from or related to this Agreement.

Any disputes arising from this Agreement, including the Project Attachment, or with respect to any Services relating to this Agreement shall first be subject to negotiation between representatives from both parties. If unresolved after thirty (30) days, disputes shall be settled by binding arbitration in Kern County, California, administered according to the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney's fees and arbitration costs.

b. **SEVERABILITY**

If any provision is ruled invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid provision shall be replaced by a valid one that most closely matches its economic and legal purpose.

c. **FORCE MAJEURE**

Neither Party shall be liable for delays or non-performance due to acts beyond its reasonable control, including natural disasters, acts of government, wars, terrorism, pandemics, labor disputes, or similar unforeseen events. The affected Party shall notify the other promptly and use commercially reasonable efforts to resume performance.

d. **CONFIDENTIALITY**

Both Parties agree to maintain the confidentiality of proprietary or sensitive information obtained in the performance of this Agreement. Such information shall not be disclosed to third parties without prior written consent, except when required by law or court order.

e. **NOTICE**

All notices must be in writing and addressed to the Parties' Authorized Contacts. Notices are effective upon (i) personal or courier delivery, (ii) three business days after deposit with U.S. certified mail (return receipt requested), or (iii) confirmed email transmission to the address on record.

**Infinity Contact Information:**

Sales Administration  
[sales@infinitycomm.com](mailto:sales@infinitycomm.com)  
661-716-1840  
4909 Calloway Drive  
Bakersfield, CA 93312

**Client Contact Information:**

Authorized Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

f. **ENTIRE AGREEMENT**

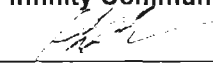
This Agreement, including all attachments, exhibits, and amendments, represents the entire understanding between Infinity and the Client, superseding any prior agreements, understandings, or representations. Any modification must be in writing and signed by authorized representatives of both Parties.




**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the date written below.

**Infinity Communications and Compliance, Inc.**

**Apache County Library District**

      05/28/2025  
 Signature                                      Date  
Christian Baker                              Chief Operations Officer  
 Name    Title  
P.O. Box 999, Bakersfield, Ca. 93302  
 Address/City/State/Zip  
99-4115379  
 Federal Tax ID#

      \_\_\_\_\_  
 Signature                                      Date  
Nelson Davis                                      Chairman  
 Name    Title  
75 W. Cleveland St. St-Johns AZ  
 Address/City/State/Zip                              85934  
86-6000385  
 Federal Tax ID#

PROJECT ATTACHMENT 0527-FY2026  
APACHE COUNTY LIBRARY DISTRICT

Client No. 0527

## SERVICES: CATEGORY ONE E-RATE PROFESSIONAL SERVICES

### INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Category One E-Rate Professional Services:

#### E-RATE PROFESSIONAL SERVICES

1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-Rate Funding issues. The client will provide Infinity with a minimum of 3 business days' notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-Rate process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, regarding Bid Evaluations, Procurement, Technology Budget, and Document Retention. For CIPA compliance, Infinity will provide an outline of best practices required in order to meet program requirements related to CIPA.
4. Appeals – Infinity will prepare and submit appeals to USAC and/or the FCC as needed to support the Client's E-Rate funding. Standard appeals related to funding denials or reductions will be included as part of the contracted services. However, if an appeal is required due to Client error, delay, or a situation that requires significant additional time or legal review (such as an FCC appeal stemming from non-compliance Infinity may assess additional fees with prior notice and Client approval. In cases where non-compliance is the exclusive result of Infinity's failure to perform its Services under this Agreement, Infinity will provide appeal services at no additional charge.

#### E-RATE APPLICATION MANAGEMENT

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-Rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will determine an estimate of the amount of the funding request net of estimated USF fees and taxes by: (a) reviewing one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, (b) review Client's current annual contract(s) for eligible services, and/or (c) conducting a review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC's School and Library Division to receive E-Rate Category One Telecommunications and Internet Access funding: Form 470, Form 471, Form 486, and Form 500. Infinity will also prepare and file for service substitutions and SPIN changes.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests. Typically, Infinity will respond directly to PIA requests on behalf of the client.
5. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method) or prepare and file the Form 472 (BEAR Method) to facilitate payment of the eligible discount amount reimbursement.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client's open funding requests.

#### REQUEST FOR PROPOSAL (RFP) MANAGEMENT SERVICES

1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with the Client's Local/State and the E-Rate Program's procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to Form 470. Infinity will coordinate the posting of newspaper ads for an additional fee, as described in the Fee Schedule.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders through Infinity's "Projects" website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.

4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity's offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation - Infinity will evaluate the bid responses based on the E-Rate Program's requirements for the "Evaluation of Bids" and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.
7. Document Provision – In addition to retaining a copy for itself to comply with E-Rate program rules, Infinity will provide a copy of material documents pertaining to the RFP and E-Rate filing process to the Client at least once per year.

#### **AUDIT ASSISTANCE**

1. Document Retention – Infinity will maintain a copy of the documents required for E-Rate Program's "Document Retention Policy", for up to 10 years from the last date of service.
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent (under an LOAR) the Client during all E-Rate Audits.
4. Limitation of Audit Support - Infinity's obligations with respect to Audit Assistance are only applicable to funding years for which Infinity made the filing to USAC. Infinity can assist with additional audits as an additional service, as described in the Fee Schedule.

#### **CLIENTS' RESPONSIBILITIES**

The Client's responsibilities, for the successful completion of our **Category One E-Rate Professional Services**, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service. Client (including through the representative) must sign and certify the E-Rate forms required for the Client's application for funding, in a timely manner, so as not to cause a failure to comply with the E-Rate Program's time sensitive deadlines.
2. Provide Infinity with reasonable access to any physical site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity with all information required for the successful completion of the agreed service, within 10 calendar days, after the receipt of a request from Infinity.
4. Provide a Letter of Agency and Representation ("LOAR"), authorizing Infinity to act on the Client's behalf to file and/or certify E-Rate forms and respond to the USAC's requests for information.
5. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-Rate Program). Upon Infinity's request, the Client will provide Infinity with a copy of the EAR for compliance with the "Inventory" section of E-Rate's "Document Retention Policy".
6. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spreadsheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. Upon Infinity's request, the Client will provide Infinity with a copy of the SPRR for compliance with the "Invoicing" section of E-Rate's "Document Retention Policy".  
Retain all documents and records, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service. While Infinity will retain a copy of all documents provided to it, Client must (under E-Rate rules) maintain its own copy of these records and of any records related to the E-rate service or procurement independent of Infinity's data retention service.
7. Provide Infinity with a copy of any Local/State Procurement policies and procedures required for Client's procurement of E-Rate services.
8. Client agrees to provide accurate and timely information with respect to contact and administrative information to facilitate payment of invoices and to update Infinity at any point the contact or administrative information changes.

### **TIMELY SUBMISSION OF INFORMATION**

Client agrees to submit information on time and in full to Infinity and agrees that Infinity may set a reasonable deadline in order to incorporate Client's information and authorization into its Services under this Agreement. To the extent that Client does not abide by its responsibilities as listed in this Agreement, Infinity shall not be liable for any damages or losses resulting therefrom.

Client covenants that it shall perform its responsibilities under this Agreement in a timely and complete fashion and acknowledges that any delays or inconsistencies resulting from its failure to perform its responsibilities listed in this Agreement put its E-Rate compliance and funding at risk. If Client provides tardy, missing, errant, or incomplete information or authorization after a reasonable deadline set by Infinity or USAC, ("Delayed Information"), Client agrees that Infinity's obligations to use that Delayed Information are on a "best efforts" basis and Infinity will undertake commercially reasonable steps to incorporate any Delayed Information into the work product it produces. Client acknowledges that its failure to furnish information or authorization prior to a reasonable deadline may impact Infinity's ability to complete Infinity's Services under this Agreement. Further, Client authorizes Infinity to act upon a duly executed LOAR to certify information on Client's behalf and Client agrees to Hold Harmless Infinity with respect to any good faith exercise of Infinity's authority to certify information on behalf of Client or otherwise meet a regulatory or legal deadline with respect to Delayed Information.

### **TERM OF CONTRACT:**

This Agreement will begin on July 1, 2025 and continue for a term of **three (3) years**, with an expiration date of **June 30, 2028**.

### **BILLING**

All invoices are due within 30 days (the "Invoice Due Date"). Infinity will invoice Client at Services Start Date and annually on the first day of the E-Rate funding year thereafter. If payment is not received by the Invoice Due Date, Client agrees any overdue and unpaid balances may be charged a late fee at a rate of 1.5% per month.

Infinity does not normally engage attorneys for help in preparing appeals; nevertheless, each appeal is unique, and Infinity does not guarantee any particular outcome. Infinity's Service Fee does not include the cost for any legal counsel or attorney's fees with respect to an appeal and Infinity will, prior to incurring billable services with respect to legal counsel, seek Client's approval for the incurrence thereof.

Infinity's fee for Category One services will be an annual base fee of: **\$5,000.00**

Any service not explicitly detailed under Infinity's Responsibilities in this Project Attachment (an "Excluded Service") is not authorized by this Project Attachment. For any Excluded Service, the parties will need to execute a new Project Attachment to cover an Excluded Service at the fee stipulated in such new Project Attachment. Excluded Services could include, but are not limited to, C2 filing assistance, document reconstruction, Design/Project Administration services, or non-E-Rate professional services.

The parties agree that the Service Fee is fair and representative of the Client's anticipated E-rate activity. Client agrees that if its E-rate activity materially changes or is expected to materially change over the course of this Agreement, Infinity may require a re-setting of the fee for Client at the next annual billing date.

**Standard Hourly Rates Schedule**

For additional work that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:


Principal	\$185.00/hour
Sr. Systems Designer	\$165.00/hour
Systems Designer	\$135.00/hour
CAD Operator	\$85.00/hour
Sr. Project Manager	\$165.00/hour
Project Manager	\$105.00/hour
Design Team Coordinator	\$85.00/hour
Compliance Manager	\$150.00/hour
Client Services Specialist	\$100.00/hour
Support Staff	\$60.00/hour

**Reimbursable Expenses Schedule**

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blueprint Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.72/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below:

<b>Infinity Communications and Compliance, Inc.</b>		<b>Apache County Library District</b>	
	05/28/2025		
Signature	Date	Signature	Date
Christian Baker	Chief Operations Officer	Nelson Davis	Chairman
Name	Title	Name	Title
P.O. Box 999, Bakersfield, Ca. 93302		75 W Cleveland St. Johns	AZ 85934
Address/City/State/Zip		Address/City/State/Zip	
99-4115379		86 - 6000 385	
Federal Tax ID#		Federal Tax ID#	

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

datetime stamp

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

Library District, Keirsten Nielsen

Date/Signature: Keirsten Nielsen 6/18/2025

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 lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2025 through June 30, 2026 at the rate of \$25.00 per month.**

BOS Meeting Date Requested: July 1, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: OK per Chris Kesare

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

Pros and Cons of continuing to rent office space to Vernon Community Park Committee in anterior portion of the Vernon Public Library building at \$25.00 per month.

The agenda item reads:

**Discussion and possible approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2025 through June 30, 2026 at the rate of \$25.00 per month.**

Pros

- Providing access to services for low income residents not otherwise available in the area (The Park Committee runs the food pantry for the area.)
- Continued good relations with the Vernon community
- Greater security of the building in that people are in and out and aware of the surrounding space

Cons

- Chance of damage to building
- Wear on building
- Limited use of the building

# **LEASE AGREEMENT**

**Lessor:** Apache County Library District, St. Johns, Arizona  
**Lessee:** Vernon Community Park Committee, Vernon, Arizona

## **LEASED PREMISES**

In consideration of the covenants herein made, Lessor does lease to Lessee a portion of the building formerly known as the old Vernon School, which portion includes the entrance and the office on the southeast side of the building, and shared use of the men's and women's restrooms on the following described property:

VERNON TOWNSITE LOTS 2 & 3 BLK 10, APN 106-44-020

## **TERM**

This lease shall be for a term of commencing on the 1<sup>st</sup> day of July, 2025, and expiring on the 30<sup>th</sup> day of June, 2026.

## **RENT**

Lessee shall pay to the Lessor for the leased premises the sum of \$25.00 per month, with the first payment to occur on or before the 1<sup>st</sup> day of July, 2025. Thereafter, rent shall become due and payable on the first day of every month.

In the event of late payment (payment after the 10<sup>th</sup> of the month), the parties agree that a late fee of \$25.00 shall be added to the base rent.

## **BREACH**

Lessee understands that any breach of these terms and conditions of this Lease may result in Lessee being evicted from the premises. In such a case, time is of the essence. Lessee agrees to vacate the premises upon receiving thirty (30) days advance written notice of eviction from the Lessor, should Lessee be responsible for breach of any of the terms and conditions set forth herein.

## **USE OF PREMISES**

Lessee agrees to use the leased premises for the sole purpose of operating a monthly Community Food Bank. The Vernon Food Pantry will store and distribute perishable and non-perishable foods from said office. Lessee shall not substantially change from such type of business operations without the written consent of the Lessor. Lessee shall, at their own sole cost, comply with governmental regulations on said premises.

Lessee may not sublease or assign this lease to any third party without the express written permission of the Lessor.

## **INSPECTION OF PREMISES**

From time to time during the existence of this Lease, Lessor shall have the right, at a reasonable time and upon reasonable notice to the Lessee and without interfering with the business of the Lessee, to enter and show the Leased Premises to any prospective buyer, mortgagees, or potential Lessees.

## **MAINTENANCE OF PREMISES**

Lessee shall, during the term of the tenancy, maintain the interior of said premises in good and sanitary order, condition and repair. Lessor shall provide routine maintenance of the hallway, restrooms and grounds.

Lessee shall not make such alterations, additions, or improvements in such parts of the leased premises without the written permission of the Lessor. Lessee shall inform the Lessor in the event the leased premises needs regular or routine maintenance and the Lessor shall assume all costs associated with those necessary repairs. Lessee hereby waives the right to make repairs at the expense of the Lessor.

Notwithstanding the above provision regarding regular and routine maintenance, any damage to the Leased Premises which is the direct result of the conduct of the Lessee shall be the financial responsibility of the Lessee.

## **TERMINATION OF AGREEMENT**

This agreement may be terminated by either party upon thirty (30) days advance written notice.

The parties hereto also acknowledge that they are aware of the conflict of interest provisions contained in A.R.S § 38-511 and are further aware that this contract may be terminated under the conditions set forth by statute.

## **DESTRUCTION OF PREMISES**

If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

## **UTILITIES**

Lessor shall be liable for electricity, gas, and water utility expenses associated with the leased premises. Lessee shall assume responsibility for telephone, internet, and garbage collection.

## **SIGNAGE**

Lessee shall be allowed to place reasonable signage on the exterior of the building which designates the names of the Lessee. However, no signage may be placed on the building which would permanently alter the exterior appearance of the building, and the Library District reserves the right to approve any signage before it is permanently affixed.

**INSURANCE**

The Lessee agrees to indemnify, defend and hold harmless the Lessor and its officers and employees from any claims, damages, losses and expenses arising or alleged to have arisen from the operation of the Vernon Food Pantry and the distribution of food products by the Lessor or Vernon Food Pantry.

For the term of this Lease Agreement and any subsequent renewal of the lease, Lessee shall purchase and maintain commercial general liability insurance with limits of \$1,000,000 per occurrence, a \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate. The policy shall contain a waiver of subrogation against the Lessor and name the Lessor and its employees as an additional insured.

For the term of this Lease Agreement and any subsequent renewal of the lease, the Lessor shall maintain general liability insurance of \$1,000,000 and evidence of that insurance by providing Lessee with a Certificate of Insurance.

**MEDIATION AND JURISDICTION**

In the event of a dispute between the parties to this agreement, it is agreed that the parties will seek mediation of their dispute prior to bringing an action in Court. In the event the parties are unable to resolve their disputes in that forum, any lawsuits that arise out of this contract shall be litigated in the Courts of Apache County, Arizona.

**ENTIRE AGREEMENT**

This lease constitutes the entire agreement of the parties and no representations have been made by the parties other than those contained herein.

**MODIFICATION**

No modifications to the lease shall be binding on the parties unless in writing and signed by both Lessor and Lessee.

IN WITNESS WHEREOF the parties hereto have executed this Lease by proper person duly authorized to do so on the date designated below.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2025, at Apache County, Arizona.

\_\_\_\_\_  
Nelson Davis  
Chairman, Apache County Library Board

  
\_\_\_\_\_  
PAULA JOHNSON  
President, Vernon Community Park Committee

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

October 2015

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

Library District, Keirsten Nielsen

Date/Signature: Keirsten 6/18/2025

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 lease agreement between the Sanders Unified School District #18 and the Apache County Library District effective July 1, 2025 through June 30, 2026 in the amount of \$325.00 per month.**

BOS Meeting Date Requested: July 1, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: OK per Chris Kesare

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Agenda item on the July 1, 2025 board meeting.

**Discussion and possible approval of a lease agreement between the Sanders Unified School District #18 and the Apache County Library District from July 1, 2025 through June 30, 2026 in the amount of three hundred and twenty-five dollars (\$325.00) per month.**

Pros and Cons of continuing to lease the Sanders Public Library from the Sanders Unified School District #18 for \$325.00 per month.

Pros

- Established location of the Sanders Public Library
- Continued library services
- Continued good relations with the Sanders community
- Monthly rent is extremely reasonable
- It is evident that the school district and community want the library to continue

Cons

- No other available building for the library
- Moving a library is not an easy task
- Loss of community trust

**SANDERS UNIFIED SCHOOL DISTRICT No. 18**

P.O. Box 250

Sanders, Arizona 86512

Phone: 855.678.7873

Fax: 928.288.0178

**LEASE**

This Lease is made and entered into on this 9<sup>th</sup> day of June 2025 by and between Sanders Unified School District No. 18 of Apache County (Lessor) and the Apache County Library District (Lessee).

**RECITALS**

**WHEREAS**, Lessee desires to lease space from Lessor for use as a substation for the Apache County Library District; and

**WHEREAS**, Lessor is willing to provide space for such purpose on the terms and conditions hereinafter set forth; and

**WHEREAS**, Lessor is authorized to enter into this Agreement pursuant to A.R.S. §§ 15-342(9) and 15-1105(A).

**THEREFORE**, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. **Premises.** Lessor hereby leases to Lessee rooms forty-one (41) and forty-three (43) of the Yellow Building (collectively "Leased Premises") for use as a sub-station by the Apache County Library District.
2. **Term.** This Lease will remain in force for a period of one (1) year, commencing on the 1st day of July, 2025, and expiring the 30th day of June, 2026.

3. **Renewal.** Renewal of this Lease shall not be automatic. In the event Lessor becomes a hold-over tenant, Lessor agrees to pay Lessor fair market value for the Leased Premises.
  
4. **Termination.** In the event of termination, the Parties agree to negotiate in good faith as to any payments that need to be made such that neither party is unjustly enriched, to the detriment of the other Party, by the termination. In addition to the specific termination provisions set forth below, the parties hereby acknowledge the applicability of A.R.S. § 38-511, the relevant provisions of which are hereby incorporated by reference.
  - a. **Emergency Termination.** Lessor reserves the right to terminate this lease upon ten (10) days' written notice to Lessee if an emergency arises wherein Lessor sustains damage to, or loss of use or partial use, of any Sanders Unified School District property and needs the Leased Premises to fulfill its obligation to provide public education to its students.
  
  - b. **Termination Due to Material Breach.** Lessor reserves the right to terminate the Lease upon sixty (60) days' notice if Lessee (1) fails to maintain the premises in good condition or engages in activities that violate the terms of this Lease or are in violation of local or Arizona Law; (2) fails to maintain the liability of building insurance as required by A.R.S. § 15-1105; or (3) is found to be in material breach of any other provision or requirement set forth in this Agreement, provided Lessee is given twenty (20) days' notice to cure any such breach.
  
  - c. **Termination in Lieu of Undertaking Major Repairs.** If the leased premises or any part thereof are so damaged by structural defects, including by fire, that the Leased Premises can no longer be used for Lessee's stated purposes and said major repairs are deemed not financially prudent for undertaking by Lessor, Lessor may, upon sixty (60) days' written notice, elect to not proceed with the major repairs and instead terminate this Lease.

- d. Termination by Either Party. Either party may terminate all, or a portion of, this Lease by providing the other party ninety (90) day's advance written notice of its intent to terminate.
  - e. Termination by Mutual Agreement. The Parties to this Agreement may also, by mutual written agreement, agree to terminate this Agreement in accordance with the terms and conditions and timeline of a mutual decision to terminate.
5. **Rent.** Rent in the amount of three hundred twenty-five and 0/100 dollars (\$325.00) per month shall be paid by the Lessee to Lessor in advance on the first day of each month, which covers all Lessee space here in described. Lessor may adjust the rent at the beginning of any renewal of the Lease.
6. **Utility Expenses.** During the Term of this Lease, Lessee shall be responsible for paying electric and propane utility expenses associated with the Leased Premises. Lessor shall arrange with local propane and electric utility companies to create separate utility accounts in the name of Lessee to cover the Leased Premises. Lessee shall be responsible for maintaining these accounts with the utility providers.

Lessee shall be responsible for a \$25 flat fee per month for water and waste management, which accurately reflects approximate actual cost to the District from Lessee's use.

7. **Maintenance.** For the length of the Lease Term, all maintenance shall be provided by Lessee including painting, electrical fixtures, (including replacement of light bulbs and ballasts) locks, windows, heating and cooling equipment, etc. within the Leased Premises. In the event that Lessee is issued keys by Lessor which are lost, all costs to re-key the Leased Premises, and any other locks of Lessor accessed or had access to via the lost key shall be borne solely by Lessee.
8. **Remodeling.** Lessee is solely responsible for all remodeling costs associated with its use of the Leased Premises.
9. **Insurance and Indemnity.** Lessee shall, at all times during the Term of this Lease, maintain policies of liability insurance in accordance with

state law and industry standards. Lessee's general liability insurance policy shall have a minimum coverage limit of one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate. All such insurance shall name Lessor, its Governing Board members, officers, employees and agents, as additional insureds, and shall be primary to any other available insurance.

10. **Indemnification.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)(collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Additionally, Lessee acknowledges that the leased premises are in close proximity to the Sanders Unified School District's school buildings, and in order to ensure the health, safety, and welfare of the students, Lessee will take all necessary care and precautions to ensure that its guests, visitors, users, and other occupants do not have access to or unauthorized access to the school buildings, campus, or other District facilities. The library shall have signage posted stating library patrons are prohibited from entering school property from the library.

11. **Assignment and Subletting.** Lessee may not assign this Lease or sublet the Leased Premises.
12. **Signs.** Lessee shall have the right to install and maintain advertising signs provided Lessee first obtain Lessor's written permission prior to installation. All signage shall be in accordance with state and local laws and regulations.
13. **Waste.** Lessee shall not commit, or suffer to be committed, any waste on the premises nor shall Lessee cause or permit any nuisance thereon.

14. **Liens.** Lessee shall keep the Lease Premises and the improvements thereupon free and clear of all liens arising out of or claimed by reason of any work performed, material furnished, or obligations incurred by or at the instance of Lessee, and shall indemnify and hold harmless Lessor and the Leased Premises of all such liens or claims of lien, and all attorney's fees and other costs and expenses incurred by reason thereof. Should Lessee fail to fully discharge any such lien or claim of lien, Lessor, at its option, and subject to its right of reimbursement, may pay the same or any part thereof, and Lessor shall be the sole judge of the validity of such lien or claim.
15. **Access.** Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the same, for conducting maintenance as required herein, or for the purpose of posting notices of non-responsibility for alteration, additions, repairs, renovations, or improvements without any liability to Lessee for any loss or quiet enjoyment of property thereby occasioned.
16. **Integration.** This Lease contains the entire agreement of the Parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any part with respect to this Lease, which is not contained in this Lease, shall be binding or valid, such agreement, statement, or promise being specifically waived.
17. **Modification.** This Lease shall not be altered, modified, changed, or amended except by an instrument in writing by the parties hereto.
18. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Lease or any provision hereof, or breach hereof, shall be instituted and maintained only in the Apache County Superior Court, in and for the State of Arizona. It is further agreed that this contract shall be governed by the laws of the State of Arizona, both as to interpretation and performance.
19. **Hazardous Substances.** No hazardous substances shall be permitted upon the property that are not contained in the ordinary course of business.

20. Notices. Any notice required hereunder shall be in writing and given by mailing the same by United States Mail, registered or certified, return receipt requested, addressed as follows:

Lessor: Sanders Unified School District  
P.O. Box 250  
Sanders, AZ 86512

Contact Person: Barbara Baca – Business Manager

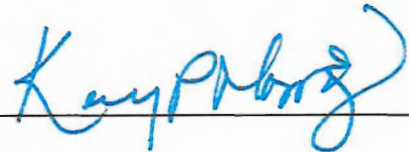
Lessee: Apache County Library District  
P.O. Box 2760  
St. Johns, Arizona 85936

Contact Person: Keirsten Nielson – Library Director

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Lease through their respective, duly authorized officers as of the day and year first above written.

Lessor:

By:



Kay P. Morris, PhD- Superintendent

Lessee:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

Beta

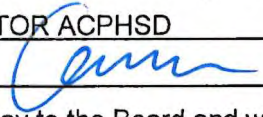
Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

APC 2/20/2019

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 06/05/2025



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

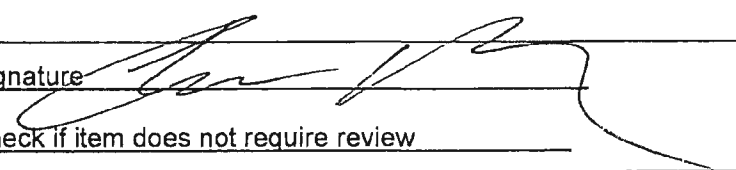
ACPHSD requests discussion and possible approval of the Billboard Rental Contract with RW Billboard Advertising effective 08/01/2025 – 08/31/2026.. The Tobacco Prevention Grant is funding this expense in the amount of \$4,050 to advertise the ASHLINE Program and has been budgeted for FY26.

BOS Meeting Date Requested: 07/01/2025.

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

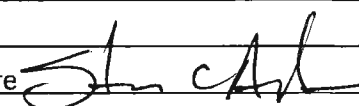
Signature \_\_\_\_\_



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 \_\_\_\_\_

x

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



# Apache County

Public Health Services District

**BOS AGENDA ITEM**

**PROS AND CONS**

**RW BILLBOARD ADVERTISING RENTAL CONTRACT**

**DESCRIPTION:** Billboard Rental Contract to advertise ACPHSD Tobacco Prevention ASHLINE Program

**PROS:** This is funded through the Tobacco Prevention Program and allows us the opportunity to get the word out to our community regarding the ASHLINE Program. We are renting the 8x8 size for \$4,050 a year.

**CONS:** None

**RW Billboard Advertising**

**Billboard Rental Contract**

Advertiser Name: Apache County Public Health Services District  
 Main Contact: Kimberly Cole Phone: JB Engler 1-928-337-7518  
 Email: kcole@apachecountyaz.gov  
 Billing Address: PO Box 697  
 City: St. Johns State: AZ Zip Code: 85936

Billboard Rental for 12 Months Contract Date August 1,2025 thru August 31,2026		13	\$4,225.00
1 Month FREE Discount	-\$325.00	1	-\$325.00
Sign and Printing	\$300.00	1	\$300.00
Sign and Printing Discount with 1yr Contract	-\$150.00	1	-\$150.00
<b>TOTAL</b>			<b>\$4,050.00</b>

Once the contract is signed, the advertiser must contact us within one week with a billboard design. Billboard must be completed within 30 days.

Billing Options:  Monthly     Quarterly     Semi-Annually     Annually  
 Check     Credit Card (Square – transaction fee will apply)

All Payments are to be submitted to:  
 Wendy Chavez  
 PO Box 501  
 Springerville, AZ 85938

Payments are due on the first of each month unless other billing arrangements have been chosen above. In the event the Advertiser fails to pay within 15 days of the due date, a \$25.00 late fee will apply and will increase by \$5.00 each day after, until payment is made in full. If after 30 days all sums due under this contract are not paid, The Company (RW Advertising) reserves the right to discontinue this contract. The Advertisers sign will be removed, and the billboard will be re-rented. Custom yearly contracts with a specific end date will be responsible to pay for the entire year agreed upon (specified in the first invoice).

RW Billboard Advertising is not responsible for anything outside of the billboard structure itself such as damage caused by graffiti or natural disasters, i.e. excessive windstorms, hail, water, fire, etc.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Advertiser Representative

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 RW Billboard Advertising

Beth

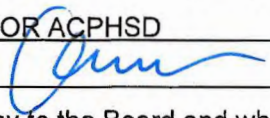
Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 06/04/2025



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

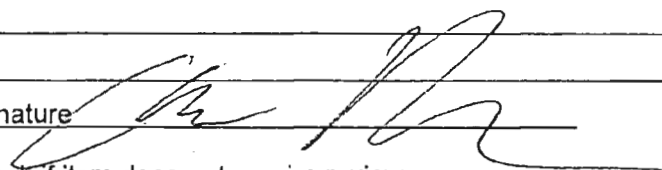
ACPHSD requests discussion and possible approval of IGA CTR076419 Healthy People Healthy Communities effective 07/01/2025 through 06/30/2026. ACPHSD will participate in the following fixed price portions of this IGA: Tobacco Prevention and Cessation Program at \$272,050, Health in Arizona Policy Initiative Program at \$53,469.09, and the Suicide Mortality Review Program at \$25,000. This has been budgeted for FY26.

BOS Meeting Date Requested: 07-01-2025

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

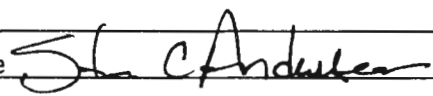
Signature \_\_\_\_\_



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

## Public Health Services District

**BOS AGENDA ITEM**

**PROS AND CONS**

**IGA CONTRACT CTR076419**

**HEALTHY PEOPLE HEALTHY COMMUNITIES**

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

**PROS:** ACPHSD has participated in the Tobacco Prevention and Cessation Program, Health in Arizona Policy Initiative and Suicide Mortality Review Program for the last 5 years. With this funding, we will be able to continue to provide these services to the citizens of southern Apache County.

**CONS:** None



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR076419

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

Procurement Officer  
Nathaniel Thomas

Project Title: Healthy People Healthy Communities

Begin Date: July 1, 2025

Geographic Service Area: Apache County

Termination Date: June 30, 2026

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

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

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

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No.: _____</p> <p>Tax License No.: _____</p> <p>Contractor Name: <b>Apache County Public Health Services District</b></p> <p>Address: <b>PO Box 697, St. Johns, AZ 85936</b></p>	<p><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: <b>Kimberly Penrod</b></p> <p>Phone: <b>(928) 337-7694</b></p> <p>FAX No: <b>(866) 593-6192</b></p> <p>E-mail: <b>kpenrod@apachecountyaz.gov</b></p>
<p style="text-align: center;"><b>CONTRACTOR SIGNATURE:</b></p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p><b>This Contract shall henceforth be referred to as Contract No. CTR076419</b></p> <p>The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p><b>State of Arizona</b></p> <p>Signed this _____ day of _____, 2025</p> <p>_____ <b>Procurement Officer</b></p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> <p>Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p>Contract, No. CTR076419, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p><b>The Attorney General, BY:</b></p> <p>_____ <b>Signature</b> _____ <b>Date</b> _____</p> <p>Assistant Attorney General:</p>

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

- 1. Definition of Terms** As used in this Contract, the terms listed below are defined as follows:
- 1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.
  - 1.2. "Attachment" means any item in the Contract which requires the Contractor to submit as part of the Offer.
  - 1.3. "Contract" means the combination of the Contract documents, including the Terms and Conditions, and the Specifications and Statement of Scope of Work; and any Contract Amendments.
  - 1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - 1.5. "Contractor" means any person who has a Contract with the State.
  - 1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
  - 1.7. "Days" means calendar days unless otherwise specified.
  - 1.8. "Exhibit" means any item labeled as an Exhibit in the Contract generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
  - 1.9. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.10. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - 1.11. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.12. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - 1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
  - 1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
  - 1.15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
  - 1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

**2. Contract Type**

2.1. This Contract shall be:

Fixed Price

**3. Funding Type**

3.1. This Contract shall be funded utilizing:

State Funds

**4. Contract Interpretation**

- 4.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 4.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 4.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 4.3.1. Terms and Conditions.
  - 4.3.2. Statement or Scope of Work.
  - 4.3.3. Specifications.
  - 4.3.4. Attachments.
  - 4.3.5. Exhibits.
  - 4.3.6. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one (1) of the above categories.
- 4.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 4.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 4.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 4.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

**5. Contract Administration and Operation**

- 5.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 5.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five (5) years. However, if the original Contract period is for less than five (5) years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five (5) years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 5.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 5.4. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 5.5. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 5.6. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 5.7. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 5.7.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 5.7.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 5.8. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

- 5.9. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 5.10. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the ADHS. ADHS shall approve brochures, posters, public service announcements, paid media, videos, sponsorships, and other marketing materials paid with funds from this Contract prior to the development and use; including use of ADHS Logo.
- 5.11. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 5.12. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any of them.
- 5.13. Ownership of Intellectual Property:
- 5.13.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
- 5.13.2. "Government Purpose Rights" are:
- 5.13.2.1. The unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party.
- 5.13.2.2. The right to release or disclose that work product to third parties for any State government purpose.
- 5.13.2.3. The right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 5.13.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

- 5.13.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 5.13.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 5.13.1 above, and will remain the exclusive property of Contractor, provided that:
  - 5.13.5.1. Any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product.
  - 5.13.5.2. Any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product.
  - 5.13.5.3. Except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 5.13.6. Developments Outside of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.
- 5.14. Property of the State. If there are any materials that are not covered by Section 5.13 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 5.15. Equipment. Except as provided above or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Grant is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Grantee provides the services/materials required by the Grant, any and all equipment purchased by the Grantee remains the property of the Grantee. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 5.16. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension or debarment of the Contractor.
- 5.17. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 5.18. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR076419</b>	<b>TERMS AND CONDITIONS</b>

- 5.19. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 5.20. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.
  - 5.20.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.
  - 5.20.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.
- 5.21. Certifications Required by State Law:
  - 5.21.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
  - 5.21.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
- 5.22. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

**6. Costs and Payments**

- 6.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 6.2. Recoupment of Contract Payments.
  - 6.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
  - 6.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

- 6.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 6.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 6.2.2, Contracted Services.
- 6.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 6.3. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 6.4. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 6.5. Applicable Taxes:
  - 6.5.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 6.5.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 6.5.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 6.5.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 6.6. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.
- 6.7. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
  - 6.7.1. Accept a decrease in price offered by the Contractor.
  - 6.7.2. Cancel the Contract.
  - 6.7.3. Cancel the Contract and re-solicit the requirements.

**7. Contract Changes**

- 7.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR076419</b>	<b>TERMS AND CONDITIONS</b>

by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 7.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 7.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**8. Risk and Liability**

- 8.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

8.2. Indemnification:

8.2.1. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

8.2.2. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR076419</b>	<b>TERMS AND CONDITIONS</b>

- 8.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 8.4. Force Majeure:
- 8.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 8.4.2. Force Majeure shall not include the following occurrences:
- 8.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- 8.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.
- 8.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 8.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 8.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 8.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## **9. Warranties**

- 9.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.
- 9.2. Quality. Unless otherwise modified elsewhere in the Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

- 9.2.1. Of a quality to pass without objection in the trade under the Contract description.
- 9.2.2. Fit for the intended purposes for which the Materials are used.
- 9.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units.
- 9.2.4. Adequately contained, packaged, and marked as the Contract may require.
- 9.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 9.3. Conformity to Requirements:
  - 9.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:
    - 9.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract.
    - 9.3.1.2. Be free from defects of material and workmanship.
    - 9.3.1.3. Conform to or perform in a manner consistent with current industry standards.
    - 9.3.1.4. Be fit for the intended purpose or use described in the Contract.
  - 9.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.
- 9.4. Inspection/Testing. The warranties set forth in this Section 9 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 9.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 9.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 9.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

- 9.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 9.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 7.3. [Assignment and Delegation] that expressly recognizes the event.
- 9.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 9.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
- 9.10.1.1. Identification of response personnel by name.
- 9.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce.
- 9.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
- 9.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 8.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
- 9.10.3. A request from the State related to this paragraph 9.10.2 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
- 9.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.
- 9.11. Lobbying:
- 9.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.
- 9.11.2. Exception. This paragraph 9.11.1 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
- 9.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Contract will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

- 9.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 9.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.
- 9.15. Survival of Rights and Obligations after Contract Expiration or Termination:
  - 9.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract,
  - 9.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 9.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**10. State's Contractual Remedies**

- 10.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- 10.2. Stop Work Order:
  - 10.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 10.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 10.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive; Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 10.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**11. Contract Termination**

- 11.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 11.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- 11.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 11.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 11.5. Termination for Default:
  - 11.5.1. In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

11.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

11.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

11.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**12. Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**13. Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

**14. Communication**

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

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

**15. Client Grievances**

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

**16. Sovereign Immunity**

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

**17. Administrative Changes**

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

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

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

- 18.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 18.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**19. Fraud, Waste, or Abuse**

- 19.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency.
- 19.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.
- 19.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
  - 19.3.1. ADHS Ethics Action Hotline at (602) 542-2347.
  - 19.3.2. ADHS Ethics Action Email at [reportethics@azdhs.gov](mailto:reportethics@azdhs.gov).
  - 19.3.3. General Accounting Office (GAO) Fraud Reporting Email at [reportfraud@azdoa.gov](mailto:reportfraud@azdoa.gov) to report Fraud, Waste, or Abuse incidents.

**20. Authorization for Provision of Services**

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR076419</b>	<b>TERMS AND CONDITIONS</b>

the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Contract.

**21. Technology Replacement**

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

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

**22. Unique Entity Identifier (UEI) Requirement**

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

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

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

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

**24. Americans With Disabilities Act of 1990**

24.1. The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

24.2. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the Contract. Request should be made as early as possible to allow time to arrange the accommodation.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

**25. Federal Funding (if applicable)**

- 25.1. Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.
- 25.2. For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 25.3. Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.
- 25.4. Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 25.5. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.
- 25.6. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 25.7. The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 25.8. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 25.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 25.10. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 25.11. Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR076419</b>	<b>TERMS AND CONDITIONS</b>

- 25.12. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 25.13. Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 25.14. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 25.15. Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 25.16. Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine (9) months after the entities fiscal year-end at the attached **Link**: <https://harvester.census.gov/facweb/default.aspx/>.
- 25.17. Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 25.18. Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
- 25.18.1. **Link: System for Award Management** <https://sam.gov/content/home>.
- 25.19. Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid UEI profile and active registration with the System for Award Management (SAM) database.
- 25.20. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract.
- 25.21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- 25.22. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR076419</b>	

**26. Comments Welcome**

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18<sup>th</sup> Avenue, Suite 530, Phoenix, Arizona 85007.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>CTR076419</b>	

**1. Background**

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." In pursuit of this vision, the department embarked on a journey in 2013 to complete a State Health Assessment (SHA) in collaboration with local health departments to assess the needs and capacity of public health in Arizona. In response to this assessment, with the support of stakeholders, the Arizona Health Improvement Plan (AzHIP) was developed, laying the foundation for The Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA). ADHS remains committed to maintaining this legacy of improvement and partnership by conducting regular SHAs and corresponding AzHIPs to help inform public health efforts across the state.
- 1.2. The goals and strategies in this IGA reflect the collaborative approach that engages local, state, and national partners to improve the health and well-being of Arizonans. These evidence-based preventative health strategies are designed to be implemented across the public health framework through health policy, system, and environmental change initiatives, health promotion and education for individuals and communities, and enhancing public health infrastructures. This IGA is a coordinated effort across the Division of Public Health Prevention, including programs and funding from the Bureau of Assessment and Evaluation (BAE), the Bureau of Nutrition and Physical Activity (BNPA), the Bureau of Women's & Children's Health (BWCH), and the Bureau of Chronic Disease and Health Promotion (BCDHP) to help create a comprehensive approach to public health.

**2. Objective**

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

**3. Scope of Service**

- 3.1. The purpose of this IGA is to strengthen partnerships between ADHS and Local Health Departments by providing funding for prevention programs to address health priorities in relation to the funding source. This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement strategies at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and Infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties must select from a menu of evidence-based strategies, found in the HPHC Program Manual that influence individual behaviors, policy, organizational practices, systems, and environments through the following specific program areas:
  - 3.1.1. Child Fatality Review: Per A.R.S. § 36-3504, funds are to be used to help train and support local child fatality review teams.
  - 3.1.2. Health in Arizona Policy Initiative (HAPI): Per A.R.S. § 5-572 and A.R.S. § 36-772, funds are to be used to address the four leading causes of chronic disease deaths, as reported by the Centers for Disease Control and Prevention (Heart Disease, Cancer, Chronic Lower Respiratory Disease, and Alzheimer's Disease) and supporting WIC participants and their families.
  - 3.1.3. Suicide Mortality Review: Per A.R.S. § 36-199, A.R.S. § 36-199.01 and A.R.S. § 36-3504, funds are to be used to help train and support local review teams.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR076419</b>	<b>SCOPE OF WORK</b>

- 3.1.4. Teen Pregnancy Prevention: Per A.R.S. § 5-572 funds are to be used for the Teen Pregnancy Prevention Programs established in Laws 1995, chapter 190, section 2 and 3\*.
- 3.1.5. Youth Councils.
- 3.1.6. Youth Mental Health First Aid.
- 3.1.7. Tobacco: Per A.R.S. § 36-772 Prop 200 funds are required to be spent on programs for the prevention and reduction of tobacco use.

**4. Requirements**

The County shall:

- 4.1. Comply with all program requirements as outlined in the HPHC IGA Program Manual.
- 4.2. Comply with the State of Arizona Accounting Manual (SAAM).
- 4.3. Comply with all guidance documents provided by the HPHC Program Administrator and/or Specific Program Manager including, but not limited to:
  - 4.3.1. HPHC IGA Finance Guidance and FAQ Manual.
  - 4.3.2. Specific Program Manuals (i.e., operating manuals, policy & procedures):
    - 4.3.2.1. Arizona Child Fatality Review Program (CFRP).
    - 4.3.2.2. Health in Arizona Policy Initiative (HAPI) Program Manual.
    - 4.3.2.3. Arizona Suicide Mortality Review Program Manual.
    - 4.3.2.4. Teen Pregnancy Prevention Program.
    - 4.3.2.5. Youth Council Program Policy and Procedures Manual.
    - 4.3.2.6. Tobacco Free Arizona.
- 4.4. Utilize the program, reporting and financial templates provided by the HPHC Program Administrator and/or Specific Program Manager.
- 4.5. Comply with all due dates and program requirements outlined in the HPHC IGA Program Manual.
- 4.6. All staffing and programmatic changes relevant to the implementation of the programs must be reported to the HPHC Program Administrator and Specific Program Manager within fifteen (15) days of the change.
  - 4.6.1. Staff name, contact information, start date, and IGA program area should be submitted to the HPHC Program Administrator and Specific Program Manager.

**5. Funding Restrictions**

- 5.1. Funds shall not be used for any of the following:
  - 5.1.1. Funds shall not be used for any lobbying activities, including the preparation, distribution, or use of any of the following if designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government:

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>CTR076419</b>	

- 5.1.1.1. Kit.
- 5.1.1.2. Pamphlet.
- 5.1.1.3. Booklet.
- 5.1.1.4. Publication.
- 5.1.1.5. Electronic communication.
- 5.1.1.6. Radio.
- 5.1.1.7. Television.
- 5.1.1.8. Video presentation.

5.1.2. State funds shall not be used to purchase food, per SAAM.

5.1.3. Capital construction projects (i.e., constructing new buildings, or improvements/ betterments to existing buildings) are not allowable costs.

5.2. Other funding restrictions can be found in the [HPHC IGA Finance Guidance and FAQ Manual](#).

## 6. Tasks

The County shall:

- 6.1. Upon reasonable request, provide backup documentation for services being performed under this Contract.
- 6.2. Develop and implement an Action Plan with approved strategies.
- 6.3. Develop and submit an annual budget for each funded program.
- 6.4. Submit quarterly reports and other required program data as identified.
- 6.5. Participate in all program related calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, site visits, and trainings as identified.
- 6.6. Participate in evaluation activities and report on performance measures related to the implementation of their activities (process and/or intermediate) as outlined in the [HPHC Program Manual](#).
- 6.7. Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the HPHC Program Administrator. Examples can be found in the [HPHC Program Manual](#). Further guidance can be provided by Specific Program Managers.
- 6.8. At least one Program Manager or Coordinator from each county program of the HPHC IGA must be in attendance at an annual ADHS conference/ summit identified by the HPHC Program Administrator.
- 6.9. Complete tagging and inventory of equipment as outlined in the [HPHC Program Manual](#).

## 7. State-Provided Items

ADHS will provide:

- 7.1. Annual Action Plan template and feedback form.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>CTR076419</b>	

- 7.2. Quarterly Reporting Template and feedback form.
- 7.3. Budget Plan and CER template.
- 7.4. Program Specific templates as identified in the HPHC Program Manual.
- 7.5. HPHC Program Manual.
- 7.6. HPHC Finance Guidance and FAQ Manual.
- 7.7. Evaluation Tools & Technical Assistance.

**8. Approvals**

- 8.1. The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall require ADHS approval.
- 8.2. Once the Action Plan has been approved, any changes to the approved activities or strategies shall require ADHS approval prior to implementation.
- 8.3. Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase, on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership of the capital equipment will be retained by the County for continued use in the objectives of the Action Plan.
- 8.4. All marketing materials (i.e., brochures, posters, public service announcements, paid or unpaid media, videos) which have been developed, written, published, or recorded by the Counties, and paid for with funds from this award shall require ADHS approval prior to the dissemination, airing, or use of such materials; including the use of the ADHS logo.
- 8.5. Quarterly reports and completed data forms shall be submitted to ADHS prior to CER approval and payment.
- 8.6. Changes to Action Plans due to County local emerging issues, and related supporting documentation, shall require ADHS approval prior to implementation. The approval process document will be provided to all Counties.
- 8.7. The Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall require ADHS approval prior to payment.
- 8.8. All evaluation components that involve human subjects that have not already been approved shall go through the ADHS Human Subjects Review Board for review and approval.

**9. Deliverables**

- 9.1. The County shall submit the deliverables listed below:
  - 9.1.1. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July - September; Q2: October - December; Q3: January - March; and Q4: April - June); Supporting Documentation is also to be submitted with each quarterly report. Counties will select from a menu of acceptable forms of Supporting Documentation found in the HPHC Program Manual.
  - 9.1.2. A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July - September; Q2: October - December; Q3: January- March; and Q4: April - June).

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR076419</b>	<b>SCOPE OF WORK</b>

- 9.1.3. A final CER Invoice is due no later than forty-five (45) days following the end of each budget year.
- 9.1.4. Provide the name, email address and phone numbers of all program staff funded under this Contract within thirty (30) days of hire to the ADHS HPHC Program Administrator.
- 9.1.5. Notify ADHS HPHC IGA Program Administrator and Specific ADHS Program Manager of any change in program staff under this Contract within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e., email and phone number) within the fifteen (15) days window period.
- 9.1.6. Collaborate and participate with ADHS on the development of evaluation tools.
- 9.1.7. Submit an Annual Action Plan and CER for year one (1) of the Contract period by August 15, 2025.
  - 9.1.7.1. Submit an Annual Action Plan by March 1st each year in years two (2) through five (5).
- 9.1.8. Submit an Annual Budget Plan for Year one (1) of the Contract period by August 15th, 2025.
  - 9.1.8.1. Submit an Annual Budget Plan by March 1st each year in years two (2) through five (5).
- 9.1.9. Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use.
- 9.1.10. Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Contract prior to development.
- 9.1.11. Submit program specific data as outlined in the HPHC Program Manual.

**10. References**

- 10.1. A.R.S. § 36-3504, Child fatality review fund.
- 10.2. A.R.S. § 5-572, Use of monies in state lotter fund; report.
- 10.3. A.R.S. § 36-772, Health education account; audit; reports.
- 10.4. A.R.S. § 36-199, Suicide mortality review team; members; duties.
- 10.5. A.R.S. § 36-199.01, Access to information; confidentiality; violation; classification.
- 10.6. HPHC Program Manual.
- 10.7. State of Arizona Accounting Manual (SAAM).
- 10.8. HPHC IGA Finance Guidance and FAQ Manual.
- 10.9. Arizona Child Fatality Review Program (CFRP).
- 10.10. Health in Arizona Policy Initiative (HAPI) Program Manual.
- 10.11. Arizona Suicide Mortality Review Program Manual.
- 10.12. Teen Pregnancy Prevention Program.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>CTR076419</b>	

10.13. Youth Council Program Policy and Procedures Manual.

10.14. Tobacco Free Arizona.

**11. Notices, Correspondence, and Reports**

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

Arizona Department of Health Services  
Constance Washington, HPHC Program Administrator  
150 N 18th Avenue, Suite 310B  
Phoenix, AZ 85007-3242  
Email: [constance.washington@azdhs.gov](mailto:constance.washington@azdhs.gov)  
Phone: (602) 686-7406

11.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the County shall be sent to:

Apache County  
Attn: Kimberly Penrod  
PO Box 697  
St. Johns, AZ 85936  
Email: [kpenrod@apachecountyaz.gov](mailto:kpenrod@apachecountyaz.gov)  
Phone: (928) 337-7694

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>CTR076419</b>	

**FIXED PRICE SHEET**

<b>Fixed Price Contract Annual Price Sheet</b>			
<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>AMOUNT</b>
Action Plans	1	\$16,952.00	\$16,952.00
Health in Arizona Policy Initiative Program	4	\$11,280.36	\$45,121.45
Suicide Mortality Review Program	4	\$6,250.00	\$25,000.00
Tobacco Prevention and Cessation Program	4	\$65,861.00	\$263,444.00
<b>Total Annual not to exceed:</b>			<b>\$350,517.45</b>

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

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

County Manager \_\_\_\_\_

Date/Signature: 6/23/25  \_\_\_\_\_

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

Craig Sullivan, Executive Director, County Supervisors Association: Report on recent County Supervisors Association activities including discussion on the recent legislative session and budget.

BOS Meeting Date Requested 7/1/2025

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: SA Anderson

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

Request approval of demands as distributed to the Apache County Board of Supervisors between May 22, 2025 through June 24, 2025. Demands are payments made, or to be made, but the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested \_\_\_\_\_

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134308	05/27/25	Accounts Payable	JANENE ANDERSON	64.32
NBAZ - Warrant Clearing Account	Check	1134309	05/27/25	Accounts Payable	JANENE ANDERSON	2.88
NBAZ - Warrant Clearing Account	Check	1134310	05/28/25	Accounts Payable	CLAYTON BOND	34.70
NBAZ - Warrant Clearing Account	Check	1134311	05/28/25	Accounts Payable	VANESSA LYN CISCO	43.31
NBAZ - Warrant Clearing Account	Check	1134312	05/28/25	Accounts Payable	MATTHEW G FISH	1,944.00
NBAZ - Warrant Clearing Account	Check	1134313	05/28/25	Accounts Payable	MONICA GARCIA	215.56
NBAZ - Warrant Clearing Account	Check	1134314	05/28/25	Accounts Payable	BARBARA J GOMEZ	258.98
NBAZ - Warrant Clearing Account	Check	1134315	05/28/25	Accounts Payable	STEPHANIE HANNAH	248.19
NBAZ - Warrant Clearing Account	Check	1134316	05/28/25	Accounts Payable	BRIAN HOUNSHELL	542.17
NBAZ - Warrant Clearing Account	Check	1134317	05/28/25	Accounts Payable	MICHAEL LATHAM	380.00
NBAZ - Warrant Clearing Account	Check	1134318	05/28/25	Accounts Payable	JEWELLY E LUNSFORD	486.02
NBAZ - Warrant Clearing Account	Check	1134319	05/28/25	Accounts Payable	HALEY RHAE NICOLL	119.99
NBAZ - Warrant Clearing Account	Check	1134320	05/28/25	Accounts Payable	HALEY RHAE NICOLL	183.49
NBAZ - Warrant Clearing Account	Check	1134321	05/28/25	Accounts Payable	HALEY RHAE NICOLL	143.34
NBAZ - Warrant Clearing Account	Check	1134322	05/28/25	Accounts Payable	HALEY RHAE NICOLL	167.51
NBAZ - Warrant Clearing Account	Check	1134323	05/28/25	Accounts Payable	HALEY RHAE NICOLL	444.05
NBAZ - Warrant Clearing Account	Check	1134324	05/28/25	Accounts Payable	ELODIA ORTIZ	84.00
NBAZ - Warrant Clearing Account	Check	1134325	05/28/25	Accounts Payable	RYAN N PATTERSON	355.00
NBAZ - Warrant Clearing Account	Check	1134326	05/28/25	Accounts Payable	KIMBERLY K PENROD	239.48
NBAZ - Warrant Clearing Account	Check	1134327	05/28/25	Accounts Payable	CHRISTY RABAN	185.68
NBAZ - Warrant Clearing Account	Check	1134328	05/28/25	Accounts Payable	JULIA STANTON	215.56
NBAZ - Warrant Clearing Account	Check	1134329	05/28/25	Accounts Payable	JESSE THOMAS	723.63
NBAZ - Warrant Clearing Account	Check	1134330	05/28/25	Accounts Payable	GARRET LEE WHITING	542.00
NBAZ - Warrant Clearing Account	Check	1134331	05/28/25	Accounts Payable	WILLIAM WADE WILTBANK	279.56
NBAZ - Warrant Clearing Account	Check	1134332	05/28/25	Accounts Payable	ADVANCED AIR SYSTEMS LLC	9,318.00
NBAZ - Warrant Clearing Account	Check	1134333	05/28/25	Accounts Payable	ALLEGRA	142.92
NBAZ - Warrant Clearing Account	Check	1134334	05/28/25	Accounts Payable	ALSCO INC	1,898.67
NBAZ - Warrant Clearing Account	Check	1134335	05/28/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	8,992.24
NBAZ - Warrant Clearing Account	Check	1134336	05/28/25	Accounts Payable	AMERICAN PROBATION & PAROLE ASSOCIATION	50.00
NBAZ - Warrant Clearing Account	Check	1134337	05/28/25	Accounts Payable	ARIZONA CHAPTER OF ASFMRA	410.00
NBAZ - Warrant Clearing Account	Check	1134338	05/28/25	Accounts Payable	AZ ASSN OF COUNTIES	345.00
NBAZ - Warrant Clearing Account	Check	1134339	05/28/25	Accounts Payable	AZ ASSN OF COUNTIES	345.00
NBAZ - Warrant Clearing Account	Check	1134340	05/28/25	Accounts Payable	AZ ASSN OF COUNTIES	345.00
NBAZ - Warrant Clearing Account	Check	1134341	05/28/25	Accounts Payable	AZ ASSN OF COUNTIES	345.00
NBAZ - Warrant Clearing Account	Check	1134342	05/28/25	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	67.00
NBAZ - Warrant Clearing Account	Check	1134343	05/28/25	Accounts Payable	BACKWOODS TEES	4,135.47
NBAZ - Warrant Clearing Account	Check	1134344	05/28/25	Accounts Payable	BALLEIOS SEPTIC LLC	600.00
NBAZ - Warrant Clearing Account	Check	1134345	05/28/25	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	840.06

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134346	05/28/25	Accounts Payable	SARAH MAE BEGAY	315.00
NBAZ - Warrant Clearing Account	Check	1134347	05/28/25	Accounts Payable	BI INC	82.69
NBAZ - Warrant Clearing Account	Check	1134348	05/28/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	225.23
NBAZ - Warrant Clearing Account	Check	1134349	05/28/25	Accounts Payable	BOOT BARN	350.30
NBAZ - Warrant Clearing Account	Check	1134350	05/28/25	Accounts Payable	BRAD HALL & ASSOCIATES INC	20,979.81
NBAZ - Warrant Clearing Account	Check	1134351	05/28/25	Accounts Payable	BURNHAM - IFP LLC	3,939.30
NBAZ - Warrant Clearing Account	Check	1134352	05/28/25	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	291.50
NBAZ - Warrant Clearing Account	Check	1134353	05/28/25	Accounts Payable	CENTER FOR RURAL AMERICAN JUSTICE INC	50,000.00
NBAZ - Warrant Clearing Account	Check	1134354	05/28/25	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	5,737.50
NBAZ - Warrant Clearing Account	Check	1134355	05/28/25	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	736.97
NBAZ - Warrant Clearing Account	Check	1134356	05/28/25	Accounts Payable	CORDANT HEALTH SOLUTIONS	1,698.81
NBAZ - Warrant Clearing Account	Check	1134357	05/28/25	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	108.00
NBAZ - Warrant Clearing Account	Check	1134358	05/28/25	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	47.98
NBAZ - Warrant Clearing Account	Check	1134359	05/28/25	Accounts Payable	CRAFCO INC	266.02
NBAZ - Warrant Clearing Account	Check	1134360	05/28/25	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	414.02
NBAZ - Warrant Clearing Account	Check	1134361	05/28/25	Accounts Payable	CURTIS BLUE LINE	3,069.04
NBAZ - Warrant Clearing Account	Check	1134362	05/28/25	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	593.08
NBAZ - Warrant Clearing Account	Check	1134363	05/28/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	267.37
NBAZ - Warrant Clearing Account	Check	1134364	05/28/25	Accounts Payable	DEGRAFFICS LLC	180.08
NBAZ - Warrant Clearing Account	Check	1134365	05/28/25	Accounts Payable	DIRECTV LLC	92.99
NBAZ - Warrant Clearing Account	Check	1134366	05/28/25	Accounts Payable	DISCOUNT TIRE	1,453.35
NBAZ - Warrant Clearing Account	Check	1134367	05/28/25	Accounts Payable	DISH NETWORK	156.99
NBAZ - Warrant Clearing Account	Check	1134368	05/28/25	Accounts Payable	PJ E EDWARDS-RAY	175.00
NBAZ - Warrant Clearing Account	Check	1134369	05/28/25	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	2,035.44
NBAZ - Warrant Clearing Account	Check	1134370	05/28/25	Accounts Payable	EMPIRE MACHINERY	621.70
NBAZ - Warrant Clearing Account	Check	1134371	05/28/25	Accounts Payable	FLEET PRIDE	5,828.71
NBAZ - Warrant Clearing Account	Check	1134372	05/28/25	Accounts Payable	FRONTIER	187.56
NBAZ - Warrant Clearing Account	Check	1134373	05/28/25	Accounts Payable	FRONTIER	214.72
NBAZ - Warrant Clearing Account	Check	1134374	05/28/25	Accounts Payable	FRONTIER	319.30
NBAZ - Warrant Clearing Account	Check	1134375	05/28/25	Accounts Payable	FRONTIER	77.20
NBAZ - Warrant Clearing Account	Check	1134376	05/28/25	Accounts Payable	FRONTIER	1,545.91
NBAZ - Warrant Clearing Account	Check	1134377	05/28/25	Accounts Payable	FRONTIER	102.25
NBAZ - Warrant Clearing Account	Check	1134378	05/28/25	Accounts Payable	FRONTIER	121.94
NBAZ - Warrant Clearing Account	Check	1134379	05/28/25	Accounts Payable	FRONTIER	806.01
NBAZ - Warrant Clearing Account	Check	1134380	05/28/25	Accounts Payable	FULL SOURCE	434.45
NBAZ - Warrant Clearing Account	Check	1134381	05/28/25	Accounts Payable	GLOBAL MARINE GROUP INC	210,383.41
NBAZ - Warrant Clearing Account	Check	1134382	05/28/25	Accounts Payable	GLOBAL SENSORS	122.89
NBAZ - Warrant Clearing Account	Check	1134383	05/28/25	Accounts Payable	GREER COMMUNITY FACILITIES	1,015.72

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134384	05/28/25	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	366.00
NBAZ - Warrant Clearing Account	Check	1134385	05/28/25	Accounts Payable	HIGH COUNTRY PROPANE	2,114.46
NBAZ - Warrant Clearing Account	Check	1134386	05/28/25	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	460.61
NBAZ - Warrant Clearing Account	Check	1134387	05/28/25	Accounts Payable	HILLYARD/FLAGSTAFF	847.85
NBAZ - Warrant Clearing Account	Check	1134388	05/28/25	Accounts Payable	INTERNATIONAL ASSOCIATION ASSESSING OFFICER IAAO	3,520.00
NBAZ - Warrant Clearing Account	Check	1134389	05/28/25	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	469.42
NBAZ - Warrant Clearing Account	Check	1134390	05/28/25	Accounts Payable	LIFELOC TECHNOLOGIES INC	1,614.00
NBAZ - Warrant Clearing Account	Check	1134391	05/28/25	Accounts Payable	LINGO	141.40
NBAZ - Warrant Clearing Account	Check	1134392	05/28/25	Accounts Payable	MCKESSON MEDICAL SURGICAL	579.51
NBAZ - Warrant Clearing Account	Check	1134393	05/28/25	Accounts Payable	MISSION UNIFORM & LINEN	536.49
NBAZ - Warrant Clearing Account	Check	1134394	05/28/25	Accounts Payable	NAPA	1,648.19
NBAZ - Warrant Clearing Account	Check	1134395	05/28/25	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	600.00
NBAZ - Warrant Clearing Account	Check	1134396	05/28/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,554.83
NBAZ - Warrant Clearing Account	Check	1134397	05/28/25	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,805.06
NBAZ - Warrant Clearing Account	Check	1134398	05/28/25	Accounts Payable	NFOCUS SOLUTIONS	1,947.00
NBAZ - Warrant Clearing Account	Check	1134399	05/28/25	Accounts Payable	NTUA WIRELESS, LLC	5,220.02
NBAZ - Warrant Clearing Account	Check	1134400	05/28/25	Accounts Payable	O'REILLY AUTO PARTS	857.58
NBAZ - Warrant Clearing Account	Check	1134401	05/28/25	Accounts Payable	PAGE STEEL	698.12
NBAZ - Warrant Clearing Account	Check	1134402	05/28/25	Accounts Payable	DANIEL STEPHEN PENNA	100.80
NBAZ - Warrant Clearing Account	Check	1134403	05/28/25	Accounts Payable	PREMIUM PROPANE LLC	375.02
NBAZ - Warrant Clearing Account	Check	1134404	05/28/25	Accounts Payable	QUILL CORP	3,979.96
NBAZ - Warrant Clearing Account	Check	1134405	05/28/25	Accounts Payable	NANCY QUINN	812.50
NBAZ - Warrant Clearing Account	Check	1134406	05/28/25	Accounts Payable	RELIAS LLC	3,544.74
NBAZ - Warrant Clearing Account	Check	1134407	05/28/25	Accounts Payable	RHINEHART OIL CO	4,340.68
NBAZ - Warrant Clearing Account	Check	1134408	05/28/25	Accounts Payable	RIGG LAW FIRM PLLC	5,000.00
NBAZ - Warrant Clearing Account	Check	1134409	05/28/25	Accounts Payable	ROBERTS TIRE SALES INC	6,009.56
NBAZ - Warrant Clearing Account	Check	1134410	05/28/25	Accounts Payable	RUSH TRUCK CENTER	1,210.31
NBAZ - Warrant Clearing Account	Check	1134411	05/28/25	Accounts Payable	RWC GROUP	574.07
NBAZ - Warrant Clearing Account	Check	1134412	05/28/25	Accounts Payable	SAFEWAY INC	125.09
NBAZ - Warrant Clearing Account	Check	1134413	05/28/25	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	350.00
NBAZ - Warrant Clearing Account	Check	1134414	05/28/25	Accounts Payable	SEAN P WILSON MD	200.00
NBAZ - Warrant Clearing Account	Check	1134415	05/28/25	Accounts Payable	SECURUS TECHNOLOGIES INC	1,228.53
NBAZ - Warrant Clearing Account	Check	1134416	05/28/25	Accounts Payable	SIERRA PROPANE	1,488.32
NBAZ - Warrant Clearing Account	Check	1134417	05/28/25	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	119.99
NBAZ - Warrant Clearing Account	Check	1134418	05/28/25	Accounts Payable	SONORA QUEST LABORATORIES	1,000.26
NBAZ - Warrant Clearing Account	Check	1134419	05/28/25	Accounts Payable	ST JOHNS CITY	88.27
NBAZ - Warrant Clearing Account	Check	1134420	05/28/25	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,255.07
NBAZ - Warrant Clearing Account	Check	1134421	05/28/25	Accounts Payable	KENADEE BELL STALEY	337.50

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134422	05/28/25	Accounts Payable	STIRLING FENCE INC	9,869.00
NBAZ - Warrant Clearing Account	Check	1134423	05/28/25	Accounts Payable	TARTAN OIL LLC (FORMER NAME: SARATOGA)	20,067.12
NBAZ - Warrant Clearing Account	Check	1134424	05/28/25	Accounts Payable	DALE SHAWN TAYLOR	8,000.00
NBAZ - Warrant Clearing Account	Check	1134425	05/28/25	Accounts Payable	THE POUR STATION	208.13
NBAZ - Warrant Clearing Account	Check	1134426	05/28/25	Accounts Payable	TREAD MASTERS TIRE & LUBE	172.13
NBAZ - Warrant Clearing Account	Check	1134427	05/28/25	Accounts Payable	VALLEY AUTO PARTS	327.32
NBAZ - Warrant Clearing Account	Check	1134428	05/28/25	Accounts Payable	VEHICLE MAINTENANCE PROGRAMS INC	973.72
NBAZ - Warrant Clearing Account	Check	1134429	05/28/25	Accounts Payable	VERIZON WIRELESS	4,816.30
NBAZ - Warrant Clearing Account	Check	1134430	05/28/25	Accounts Payable	DANIELLE J WHITAKER	100.86
NBAZ - Warrant Clearing Account	Check	1134431	05/28/25	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	320.07
NBAZ - Warrant Clearing Account	Check	1134432	05/28/25	Accounts Payable	WHITE MOUNTAIN STEEL LLC	592.03
NBAZ - Warrant Clearing Account	Check	1134433	05/28/25	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	50.00
NBAZ - Warrant Clearing Account	Check	1134434	05/28/25	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	216.15
NBAZ - Warrant Clearing Account	Check	1134435	05/28/25	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,500.00
NBAZ - Warrant Clearing Account	Check	1134436	05/29/25	Accounts Payable	MARLETTA BEGAY	1,096.02
NBAZ - Warrant Clearing Account	Check	1134437	05/29/25	Accounts Payable	JIMICA LYNN BIGMAN	439.31
NBAZ - Warrant Clearing Account	Check	1134438	05/29/25	Accounts Payable	CANDICE D DAVIS	953.69
NBAZ - Warrant Clearing Account	Check	1134439	05/29/25	Accounts Payable	MORALES, GLORIA	475.82
NBAZ - Warrant Clearing Account	Check	1134440	05/29/25	Accounts Payable	HALEY RHAЕ NICOLL	669.00
NBAZ - Warrant Clearing Account	Check	1134441	05/29/25	Accounts Payable	DANNEE F ROAN	475.82
NBAZ - Warrant Clearing Account	Check	1134442	05/29/25	Accounts Payable	RAYNITA R YELLOWHAIR	475.82
NBAZ - Warrant Clearing Account	Check	1134443	06/02/25	Accounts Payable	ALTON JOE SHEPHERD	141.40
NBAZ - Warrant Clearing Account	Check	1134444	06/03/25	Accounts Payable	ACTION PLUMBING/REED SERVICES LLC	656.95
NBAZ - Warrant Clearing Account	Check	1134445	06/03/25	Accounts Payable	JESSE ADAMS	23.89
NBAZ - Warrant Clearing Account	Check	1134446	06/03/25	Accounts Payable	ADVANCED AIR SYSTEMS LLC	7,034.00
NBAZ - Warrant Clearing Account	Check	1134447	06/03/25	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	48,148.21
NBAZ - Warrant Clearing Account	Check	1134448	06/03/25	Accounts Payable	ALSCO INC	327.18
NBAZ - Warrant Clearing Account	Check	1134449	06/03/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	6,163.21
NBAZ - Warrant Clearing Account	Check	1134450	06/03/25	Accounts Payable	AMIGO CHEVROLET	1,274.22
NBAZ - Warrant Clearing Account	Check	1134451	06/03/25	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	600.00
NBAZ - Warrant Clearing Account	Check	1134452	06/03/25	Accounts Payable	ASHTONS REPAIR INC	2,594.64
NBAZ - Warrant Clearing Account	Check	1134453	06/03/25	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	99.72
NBAZ - Warrant Clearing Account	Check	1134454	06/03/25	Accounts Payable	AXON ENTERPRISE INC	15,184.51
NBAZ - Warrant Clearing Account	Check	1134455	06/03/25	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	840.40
NBAZ - Warrant Clearing Account	Check	1134456	06/03/25	Accounts Payable	BACKWOODS TEES	409.13
NBAZ - Warrant Clearing Account	Check	1134457	06/03/25	Accounts Payable	BASHAS' CORPORATE OFFICE AND RALEY'S ARIZONA LLC	202.37
NBAZ - Warrant Clearing Account	Check	1134458	06/03/25	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	692.64
NBAZ - Warrant Clearing Account	Check	1134459	06/03/25	Accounts Payable	SARAH MAE BEGAY	170.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134460	06/03/25	Accounts Payable	BEST TINTING AND AUTO GLASS	794.26
NBAZ - Warrant Clearing Account	Check	1134461	06/03/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	876.75
NBAZ - Warrant Clearing Account	Check	1134462	06/03/25	Accounts Payable	BLUE LINE TOWING	325.00
NBAZ - Warrant Clearing Account	Check	1134463	06/03/25	Accounts Payable	BOB BARKER COMPANY INC	84.68
NBAZ - Warrant Clearing Account	Check	1134464	06/03/25	Accounts Payable	BOOT BARN	424.47
NBAZ - Warrant Clearing Account	Check	1134465	06/03/25	Accounts Payable	BRAD HALL & ASSOCIATES INC	19,794.88
NBAZ - Warrant Clearing Account	Check	1134466	06/03/25	Accounts Payable	MICHAEL T BRAGIEL	65.38
NBAZ - Warrant Clearing Account	Check	1134467	06/03/25	Accounts Payable	BURNHAM - IFF LLC	4,180.70
NBAZ - Warrant Clearing Account	Check	1134468	06/03/25	Accounts Payable	ELIZABETH A CASTILLO	5.75
NBAZ - Warrant Clearing Account	Check	1134469	06/03/25	Accounts Payable	COMNET WIRELESS	1,900.00
NBAZ - Warrant Clearing Account	Check	1134470	06/03/25	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	26.50
NBAZ - Warrant Clearing Account	Check	1134471	06/03/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1134472	06/03/25	Accounts Payable	JOSEPH DEDMAN JR	323.00
NBAZ - Warrant Clearing Account	Check	1134473	06/03/25	Accounts Payable	DESERT MOUNTAIN CORPORATION	93,083.39
NBAZ - Warrant Clearing Account	Check	1134474	06/03/25	Accounts Payable	LAYTON A DICKERSON	1,550.00
NBAZ - Warrant Clearing Account	Check	1134475	06/03/25	Accounts Payable	DIRECTV LLC	104.98
NBAZ - Warrant Clearing Account	Check	1134476	06/03/25	Accounts Payable	CAREY D DOBSON	58.58
NBAZ - Warrant Clearing Account	Check	1134477	06/03/25	Accounts Payable	DOLAN CONSULTING GROUP LLC	250.00
NBAZ - Warrant Clearing Account	Check	1134478	06/03/25	Accounts Payable	PJ E EDWARDS-RAY	125.00
NBAZ - Warrant Clearing Account	Check	1134479	06/03/25	Accounts Payable	EMPIRE MACHINERY	1,380.95
NBAZ - Warrant Clearing Account	Check	1134480	06/03/25	Accounts Payable	ROBERT L FITTE	81.90
NBAZ - Warrant Clearing Account	Check	1134481	06/03/25	Accounts Payable	FLEET PRIDE	1,530.86
NBAZ - Warrant Clearing Account	Check	1134482	06/03/25	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	191.51
NBAZ - Warrant Clearing Account	Check	1134483	06/03/25	Accounts Payable	FRONTIER	931.28
NBAZ - Warrant Clearing Account	Check	1134484	06/03/25	Accounts Payable	FRONTIER	129.86
NBAZ - Warrant Clearing Account	Check	1134485	06/03/25	Accounts Payable	FRONTIER	126.50
NBAZ - Warrant Clearing Account	Check	1134486	06/03/25	Accounts Payable	FRONTIER	240.96
NBAZ - Warrant Clearing Account	Check	1134487	06/03/25	Accounts Payable	FRONTIER	408.40
NBAZ - Warrant Clearing Account	Check	1134488	06/03/25	Accounts Payable	FRONTIER	378.19
NBAZ - Warrant Clearing Account	Check	1134489	06/03/25	Accounts Payable	GILA BROADBAND	740.00
NBAZ - Warrant Clearing Account	Check	1134490	06/03/25	Accounts Payable	GLOBAL MARINE GROUP INC	3,900.00
NBAZ - Warrant Clearing Account	Check	1134491	06/03/25	Accounts Payable	GRAINGER	433.53
NBAZ - Warrant Clearing Account	Check	1134492	06/03/25	Accounts Payable	GREEN MEADOWS FUNERAL HOME LLC	1,114.50
NBAZ - Warrant Clearing Account	Check	1134493	06/03/25	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	263.00
NBAZ - Warrant Clearing Account	Check	1134494	06/03/25	Accounts Payable	STEPHANIE HANNAH	255.76
NBAZ - Warrant Clearing Account	Check	1134495	06/03/25	Accounts Payable	DIMITRI J HERRERA	959.00
NBAZ - Warrant Clearing Account	Check	1134496	06/03/25	Accounts Payable	ROSCOE GEORGE HERRERA	323.00
NBAZ - Warrant Clearing Account	Check	1134497	06/03/25	Accounts Payable	HILL AZ GROCERY STORE/ST JOHNS MARKET	84.65

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134498	06/03/25	Accounts Payable	HOME DEPOT ACCT 7600	52.39
NBAZ - Warrant Clearing Account	Check	1134499	06/03/25	Accounts Payable	HOME DEPOT ACCT 4118	853.76
NBAZ - Warrant Clearing Account	Check	1134500	06/03/25	Accounts Payable	HP2 INC	773.22
NBAZ - Warrant Clearing Account	Check	1134501	06/03/25	Accounts Payable	INGRAM LIBRARY SERVICES	3,535.06
NBAZ - Warrant Clearing Account	Check	1134502	06/03/25	Accounts Payable	KARPEL COMPUTER SYSTEMS INC	18,656.10
NBAZ - Warrant Clearing Account	Check	1134503	06/03/25	Accounts Payable	TOMMY KIRK	80.00
NBAZ - Warrant Clearing Account	Check	1134504	06/03/25	Accounts Payable	ALEECE LESUEUR	181.62
NBAZ - Warrant Clearing Account	Check	1134505	06/03/25	Accounts Payable	LOWES #24	116.71
NBAZ - Warrant Clearing Account	Check	1134506	06/03/25	Accounts Payable	LSQ GROUP HOLDINGS LLC	4,087.29
NBAZ - Warrant Clearing Account	Check	1134507	06/03/25	Accounts Payable	CHRIS MCCARTHY	1,109.50
NBAZ - Warrant Clearing Account	Check	1134508	06/03/25	Accounts Payable	STEPHANIE MCCARTHY	21.32
NBAZ - Warrant Clearing Account	Check	1134509	06/03/25	Accounts Payable	MCKESSON MEDICAL SURGICAL	220.57
NBAZ - Warrant Clearing Account	Check	1134510	06/03/25	Accounts Payable	MISSION UNIFORM & LINEN	178.83
NBAZ - Warrant Clearing Account	Check	1134511	06/03/25	Accounts Payable	REITA MOORE	194.83
NBAZ - Warrant Clearing Account	Check	1134512	06/03/25	Accounts Payable	DANIEL R MUTH	42.98
NBAZ - Warrant Clearing Account	Check	1134513	06/03/25	Accounts Payable	NAPA	577.01
NBAZ - Warrant Clearing Account	Check	1134514	06/03/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	294.66
NBAZ - Warrant Clearing Account	Check	1134515	06/03/25	Accounts Payable	NAVAJO WESTERNERS	66.88
NBAZ - Warrant Clearing Account	Check	1134516	06/03/25	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	659.43
NBAZ - Warrant Clearing Account	Check	1134517	06/03/25	Accounts Payable	DALE P NIELSON	2,044.71
NBAZ - Warrant Clearing Account	Check	1134518	06/03/25	Accounts Payable	O'REILLY AUTO PARTS	2,100.82
NBAZ - Warrant Clearing Account	Check	1134519	06/03/25	Accounts Payable	DENNIELLE PATTERSON	59.78
NBAZ - Warrant Clearing Account	Check	1134520	06/03/25	Accounts Payable	DOUGLAS LANCE PEARCE	1,457.32
NBAZ - Warrant Clearing Account	Check	1134521	06/03/25	Accounts Payable	DANIEL STEPHEN PENA	117.60
NBAZ - Warrant Clearing Account	Check	1134522	06/03/25	Accounts Payable	KIMBERLY K PENROD	258.22
NBAZ - Warrant Clearing Account	Check	1134523	06/03/25	Accounts Payable	PERFECT PRINTZ LLC	465.00
NBAZ - Warrant Clearing Account	Check	1134524	06/03/25	Accounts Payable	PITNEY BOWES	2,874.61
NBAZ - Warrant Clearing Account	Check	1134525	06/03/25	Accounts Payable	ROBERT CRAIG POLLOCK	63.56
NBAZ - Warrant Clearing Account	Check	1134526	06/03/25	Accounts Payable	PREMIUM PROPANE LLC	43.59
NBAZ - Warrant Clearing Account	Check	1134527	06/03/25	Accounts Payable	QUALITY CARQUEST	613.00
NBAZ - Warrant Clearing Account	Check	1134528	06/03/25	Accounts Payable	QUILL CORP	328.15
NBAZ - Warrant Clearing Account	Check	1134529	06/03/25	Accounts Payable	NANCY QUINN	362.44
NBAZ - Warrant Clearing Account	Check	1134530	06/03/25	Accounts Payable	RELIABLE BACKGROUND SCREENING	617.00
NBAZ - Warrant Clearing Account	Check	1134531	06/03/25	Accounts Payable	RICOH USA INC	19.58
NBAZ - Warrant Clearing Account	Check	1134532	06/03/25	Accounts Payable	RIM COUNTRY INVESTIGATIONS J OVERTON	600.00
NBAZ - Warrant Clearing Account	Check	1134533	06/03/25	Accounts Payable	ROBERTS TIRE SALES INC	238.01
NBAZ - Warrant Clearing Account	Check	1134534	06/03/25	Accounts Payable	JODI H ROTHLSBERGER	570.00
NBAZ - Warrant Clearing Account	Check	1134535	06/03/25	Accounts Payable	RUSH TRUCK CENTER	340.70

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134536	06/03/25	Accounts Payable	SECURUS TECHNOLOGIES INC	989.37
NBAZ - Warrant Clearing Account	Check	1134537	06/03/25	Accounts Payable	ALTON JOE SHEPHERD	373.80
NBAZ - Warrant Clearing Account	Check	1134538	06/03/25	Accounts Payable	SHERWIN-WILLIAMS	579.51
NBAZ - Warrant Clearing Account	Check	1134539	06/03/25	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	1,092.37
NBAZ - Warrant Clearing Account	Check	1134540	06/03/25	Accounts Payable	SPARKLETT'S WATER	65.92
NBAZ - Warrant Clearing Account	Check	1134541	06/03/25	Accounts Payable	ST JOHNS UNITED DRUG	84.73
NBAZ - Warrant Clearing Account	Check	1134542	06/03/25	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	25.00
NBAZ - Warrant Clearing Account	Check	1134543	06/03/25	Accounts Payable	CHERYL STRADLING	959.00
NBAZ - Warrant Clearing Account	Check	1134544	06/03/25	Accounts Payable	MICHAEL JAMES SWOPE	95.00
NBAZ - Warrant Clearing Account	Check	1134545	06/03/25	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	240.60
NBAZ - Warrant Clearing Account	Check	1134546	06/03/25	Accounts Payable	TEN COW COMPANY INC	539.34
NBAZ - Warrant Clearing Account	Check	1134547	06/03/25	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	152.91
NBAZ - Warrant Clearing Account	Check	1134548	06/03/25	Accounts Payable	THE POUR STATION	26.01
NBAZ - Warrant Clearing Account	Check	1134549	06/03/25	Accounts Payable	TOWN OF EAGAR	140.42
NBAZ - Warrant Clearing Account	Check	1134550	06/03/25	Accounts Payable	TREAD MASTERS TIRE & LUBE	105.53
NBAZ - Warrant Clearing Account	Check	1134551	06/03/25	Accounts Payable	TRINITY SERVICES GROUP INC	18,915.20
NBAZ - Warrant Clearing Account	Check	1134552	06/03/25	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,499.15
NBAZ - Warrant Clearing Account	Check	1134553	06/03/25	Accounts Payable	NICOLE M TSOSE	120.00
NBAZ - Warrant Clearing Account	Check	1134554	06/03/25	Accounts Payable	UNIFIRST CORPORATION	28.79
NBAZ - Warrant Clearing Account	Check	1134555	06/03/25	Accounts Payable	UNITED PARCEL SERVICE	25.00
NBAZ - Warrant Clearing Account	Check	1134556	06/03/25	Accounts Payable	WASTE MANAGEMENT OF AZ	54.20
NBAZ - Warrant Clearing Account	Check	1134557	06/03/25	Accounts Payable	DANIELLE J WHITTAKER	100.00
NBAZ - Warrant Clearing Account	Check	1134558	06/03/25	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	112.58
NBAZ - Warrant Clearing Account	Check	1134559	06/03/25	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	51.41
NBAZ - Warrant Clearing Account	Check	1134571	06/04/25	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	152.44
NBAZ - Warrant Clearing Account	Check	1134572	06/04/25	Accounts Payable	APACHE COUNTY FSA	1,826.98
NBAZ - Warrant Clearing Account	Check	1134573	06/04/25	Accounts Payable	APACHE COUNTY HSA	6,495.15
NBAZ - Warrant Clearing Account	Check	1134574	06/04/25	Accounts Payable	APACHE COUNTY MEDICAL	205,263.52
NBAZ - Warrant Clearing Account	Check	1134575	06/04/25	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	192,052.84
NBAZ - Warrant Clearing Account	Check	1134576	06/04/25	Accounts Payable	ASRS LEGACY EORP	9,722.06
NBAZ - Warrant Clearing Account	Check	1134577	06/04/25	Accounts Payable	AZ STATE RETIREMENT SYSTEM	141,395.46
NBAZ - Warrant Clearing Account	Check	1134578	06/04/25	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1134579	06/04/25	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,024.86
NBAZ - Warrant Clearing Account	Check	1134580	06/04/25	Accounts Payable	CORP AOC DISABILITY	49.86
NBAZ - Warrant Clearing Account	Check	1134581	06/04/25	Accounts Payable	CORP DISABILITY	203.98
NBAZ - Warrant Clearing Account	Check	1134582	06/04/25	Accounts Payable	CORRECTIONS OFFICER RET PLAN	13,654.41
NBAZ - Warrant Clearing Account	Check	1134583	06/04/25	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,032.60
NBAZ - Warrant Clearing Account	Check	1134584	06/04/25	Accounts Payable	EODCRS DISABILITY	29.70

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134585	06/04/25	Accounts Payable	EORP LEGACY	4,944.81
NBAZ - Warrant Clearing Account	Check	1134586	06/04/25	Accounts Payable	NATIONWIDE	5,094.85
NBAZ - Warrant Clearing Account	Check	1134587	06/04/25	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,484.93
NBAZ - Warrant Clearing Account	Check	1134588	06/04/25	Accounts Payable	NATIONWIDE TRUST FSB	3,047.71
NBAZ - Warrant Clearing Account	Check	1134589	06/04/25	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	341.00
NBAZ - Warrant Clearing Account	Check	1134590	06/04/25	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	12,376.54
NBAZ - Warrant Clearing Account	Check	1134591	06/04/25	Accounts Payable	PUBLIC SAFETY SHERIFF RET	18,012.95
NBAZ - Warrant Clearing Account	Check	1134592	06/04/25	Accounts Payable	RIO PUERCO ACRES	510.00
NBAZ - Warrant Clearing Account	Check	1134593	06/04/25	Accounts Payable	SECURITY BENEFIT GROUP	395.00
NBAZ - Warrant Clearing Account	Check	1134594	06/04/25	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,573.26
NBAZ - Warrant Clearing Account	Check	1134595	06/05/25	Accounts Payable	ESTELLE L BENALLY	126.00
NBAZ - Warrant Clearing Account	Check	1134596	06/05/25	Accounts Payable	TYLER BIA	126.00
NBAZ - Warrant Clearing Account	Check	1134597	06/05/25	Accounts Payable	CDW GOVERNMENT LLC	1,720.75
NBAZ - Warrant Clearing Account	Check	1134598	06/05/25	Accounts Payable	COMMENT WIRELESS	75,000.00
NBAZ - Warrant Clearing Account	Check	1134599	06/05/25	Accounts Payable	NICOLE CURLEY	126.00
NBAZ - Warrant Clearing Account	Check	1134600	06/05/25	Accounts Payable	JULIUS ELWOOD	126.00
NBAZ - Warrant Clearing Account	Check	1134601	06/05/25	Accounts Payable	LEROY NEZ	126.00
NBAZ - Warrant Clearing Account	Check	1134602	06/05/25	Accounts Payable	NATHAN L NEZ	126.00
NBAZ - Warrant Clearing Account	Check	1134603	06/05/25	Accounts Payable	NICOLE M TOSIE	126.00
NBAZ - Warrant Clearing Account	Check	1134604	06/05/25	Accounts Payable	LESTER EMPLOYEE YAZZIE	126.00
NBAZ - Warrant Clearing Account	Check	1134605	06/05/25	Accounts Payable	NATIONAL BANK	36,991.62
NBAZ - Warrant Clearing Account	Check	1134606	06/05/25	Accounts Payable	NATIONAL BANK OF ARIZONA 2901	3,586.70
NBAZ - Warrant Clearing Account	Check	1134607	06/05/25	Accounts Payable	NATIONAL BANK OF ARIZONA 3040	2,778.51
NBAZ - Warrant Clearing Account	Check	1134608	06/09/25	Accounts Payable	RODGER DAHOZY	226.48
NBAZ - Warrant Clearing Account	Check	1134609	06/09/25	Accounts Payable	BARBARA J GOMEZ	226.48
NBAZ - Warrant Clearing Account	Check	1134610	06/09/25	Accounts Payable	RYAN N PATTERSON	53.04
NBAZ - Warrant Clearing Account	Check	1134611	06/09/25	Accounts Payable	BCB INVESTMENTS	5,666.46
NBAZ - Warrant Clearing Account	Check	1134612	06/10/25	Accounts Payable	4 RIVERS EQUIPMENT LLC	316.47
NBAZ - Warrant Clearing Account	Check	1134613	06/10/25	Accounts Payable	ALSCO INC	1,436.12
NBAZ - Warrant Clearing Account	Check	1134614	06/10/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,097.62
NBAZ - Warrant Clearing Account	Check	1134615	06/10/25	Accounts Payable	AMIGO CHEVROLET	247.47
NBAZ - Warrant Clearing Account	Check	1134616	06/10/25	Accounts Payable	APACHE COUNTY	227.11
NBAZ - Warrant Clearing Account	Check	1134617	06/10/25	Accounts Payable	APACHE COUNTY	29.24
NBAZ - Warrant Clearing Account	Check	1134618	06/10/25	Accounts Payable	ASHTONS REPAIR INC	8,481.69
NBAZ - Warrant Clearing Account	Check	1134619	06/10/25	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	5,374.98
NBAZ - Warrant Clearing Account	Check	1134620	06/10/25	Accounts Payable	AZ COUNTY CLERKS ASSOCIATION	200.00
NBAZ - Warrant Clearing Account	Check	1134621	06/10/25	Accounts Payable	DONNIE C BARBER	195.00
NBAZ - Warrant Clearing Account	Check	1134622	06/10/25	Accounts Payable	BASHAS' CORPORATE OFFICE AND RALEY'S ARIZONA LLC	191.36

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134623	06/10/25	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	524.86
NBAZ - Warrant Clearing Account	Check	1134624	06/10/25	Accounts Payable	SARAH MAE BEGAY	230.00
NBAZ - Warrant Clearing Account	Check	1134625	06/10/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	397.15
NBAZ - Warrant Clearing Account	Check	1134626	06/10/25	Accounts Payable	BREWER LAW OFFICE PLLC	10,500.00
NBAZ - Warrant Clearing Account	Check	1134627	06/10/25	Accounts Payable	BURNHAM - IFP LLC	2,313.10
NBAZ - Warrant Clearing Account	Check	1134628	06/10/25	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	134,312.52
NBAZ - Warrant Clearing Account	Check	1134629	06/10/25	Accounts Payable	CEDAR GROVE WATER CO	55.23
NBAZ - Warrant Clearing Account	Check	1134630	06/10/25	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	618.65
NBAZ - Warrant Clearing Account	Check	1134631	06/10/25	Accounts Payable	CONTINUANT INC	1,385.22
NBAZ - Warrant Clearing Account	Check	1134632	06/10/25	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	134.63
NBAZ - Warrant Clearing Account	Check	1134633	06/10/25	Accounts Payable	DAVIS TRUE VALUE HARDWARE	256.26
NBAZ - Warrant Clearing Account	Check	1134634	06/10/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	255.39
NBAZ - Warrant Clearing Account	Check	1134635	06/10/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	416.79
NBAZ - Warrant Clearing Account	Check	1134636	06/10/25	Accounts Payable	DELL COMPUTER CORPORATION	19,934.77
NBAZ - Warrant Clearing Account	Check	1134637	06/10/25	Accounts Payable	DISH NETWORK	306.40
NBAZ - Warrant Clearing Account	Check	1134638	06/10/25	Accounts Payable	DITTVS PIZZA AND PIE	123.66
NBAZ - Warrant Clearing Account	Check	1134639	06/10/25	Accounts Payable	PJ E EDWARDS-RAY	150.00
NBAZ - Warrant Clearing Account	Check	1134640	06/10/25	Accounts Payable	EM HALE LAW	3,920.00
NBAZ - Warrant Clearing Account	Check	1134641	06/10/25	Accounts Payable	EMPIRE MACHINERY	6,472.83
NBAZ - Warrant Clearing Account	Check	1134642	06/10/25	Accounts Payable	FLAKE LEGAL PLLC	10,500.00
NBAZ - Warrant Clearing Account	Check	1134643	06/10/25	Accounts Payable	FLEET PRIDE	2,200.69
NBAZ - Warrant Clearing Account	Check	1134644	06/10/25	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	149.66
NBAZ - Warrant Clearing Account	Check	1134645	06/10/25	Accounts Payable	FRONTIER	128.70
NBAZ - Warrant Clearing Account	Check	1134646	06/10/25	Accounts Payable	FRONTIER	207.87
NBAZ - Warrant Clearing Account	Check	1134647	06/10/25	Accounts Payable	FRONTIER	148.45
NBAZ - Warrant Clearing Account	Check	1134648	06/10/25	Accounts Payable	FRONTIER	212.33
NBAZ - Warrant Clearing Account	Check	1134649	06/10/25	Accounts Payable	FRONTIER	204.91
NBAZ - Warrant Clearing Account	Check	1134650	06/10/25	Accounts Payable	FRONTIER	161.88
NBAZ - Warrant Clearing Account	Check	1134651	06/10/25	Accounts Payable	FRONTIER	199.30
NBAZ - Warrant Clearing Account	Check	1134652	06/10/25	Accounts Payable	FRONTIER	199.30
NBAZ - Warrant Clearing Account	Check	1134653	06/10/25	Accounts Payable	FRONTIER	211.69
NBAZ - Warrant Clearing Account	Check	1134654	06/10/25	Accounts Payable	FRONTIER	224.81
NBAZ - Warrant Clearing Account	Check	1134655	06/10/25	Accounts Payable	FULL SOURCE	23.54
NBAZ - Warrant Clearing Account	Check	1134656	06/10/25	Accounts Payable	FUTURE TIRE	1,703.41
NBAZ - Warrant Clearing Account	Check	1134657	06/10/25	Accounts Payable	GALL'S INC	463.42
NBAZ - Warrant Clearing Account	Check	1134658	06/10/25	Accounts Payable	HAMBLIN LAW OFFICE PLC	10,500.00
NBAZ - Warrant Clearing Account	Check	1134659	06/10/25	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	103.00
NBAZ - Warrant Clearing Account	Check	1134660	06/10/25	Accounts Payable	KLINT HEAP	1,437.54

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134661	06/10/25	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	66.07
NBAZ - Warrant Clearing Account	Check	1134662	06/10/25	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	418.11
NBAZ - Warrant Clearing Account	Check	1134663	06/10/25	Accounts Payable	HILLYARD/FLAGSTAFF	2,507.14
NBAZ - Warrant Clearing Account	Check	1134664	06/10/25	Accounts Payable	HOME DEPOT ACCT 7600	82.95
NBAZ - Warrant Clearing Account	Check	1134665	06/10/25	Accounts Payable	INGRAM LIBRARY SERVICES	536.63
NBAZ - Warrant Clearing Account	Check	1134666	06/10/25	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	675.52
NBAZ - Warrant Clearing Account	Check	1134667	06/10/25	Accounts Payable	DENNISE L JONES	4,042.50
NBAZ - Warrant Clearing Account	Check	1134668	06/10/25	Accounts Payable	LANGUAGE LINE SERVICES INC	85.10
NBAZ - Warrant Clearing Account	Check	1134669	06/10/25	Accounts Payable	LAWSON PRODUCTS INC	9.14
NBAZ - Warrant Clearing Account	Check	1134670	06/10/25	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	427.39
NBAZ - Warrant Clearing Account	Check	1134671	06/10/25	Accounts Payable	LIVCO WATER & SEWER COMPANY HEARTHSTONE	50.89
NBAZ - Warrant Clearing Account	Check	1134672	06/10/25	Accounts Payable	LOWES #24	30.23
NBAZ - Warrant Clearing Account	Check	1134673	06/10/25	Accounts Payable	CANNON MAXWELL MAYER	268.80
NBAZ - Warrant Clearing Account	Check	1134674	06/10/25	Accounts Payable	HUDSON JACK MAYER	260.40
NBAZ - Warrant Clearing Account	Check	1134675	06/10/25	Accounts Payable	MCKESSON MEDICAL SURGICAL	1,305.42
NBAZ - Warrant Clearing Account	Check	1134676	06/10/25	Accounts Payable	NAPA	915.75
NBAZ - Warrant Clearing Account	Check	1134677	06/10/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	458.81
NBAZ - Warrant Clearing Account	Check	1134678	06/10/25	Accounts Payable	NAVAJO WESTERNERS	120.82
NBAZ - Warrant Clearing Account	Check	1134679	06/10/25	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,059.03
NBAZ - Warrant Clearing Account	Check	1134680	06/10/25	Accounts Payable	O'REILLY AUTO PARTS	1,100.04
NBAZ - Warrant Clearing Account	Check	1134681	06/10/25	Accounts Payable	OFFICE DEPOT	216.61
NBAZ - Warrant Clearing Account	Check	1134682	06/10/25	Accounts Payable	OVERDRIVE INC	769.17
NBAZ - Warrant Clearing Account	Check	1134683	06/10/25	Accounts Payable	PERFECT PRINTZ LLC	996.88
NBAZ - Warrant Clearing Account	Check	1134684	06/10/25	Accounts Payable	PITNEY BOWES	197.00
NBAZ - Warrant Clearing Account	Check	1134685	06/10/25	Accounts Payable	POLARIS PHARMACY SERVICES OF WARRINGTON LLC	1,632.29
NBAZ - Warrant Clearing Account	Check	1134686	06/10/25	Accounts Payable	PREMIUM PROPANE LLC	46.15
NBAZ - Warrant Clearing Account	Check	1134687	06/10/25	Accounts Payable	QUALITY CARQUEST	25.71
NBAZ - Warrant Clearing Account	Check	1134688	06/10/25	Accounts Payable	QUILL CORP	2,560.69
NBAZ - Warrant Clearing Account	Check	1134689	06/10/25	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	10,500.00
NBAZ - Warrant Clearing Account	Check	1134690	06/10/25	Accounts Payable	R&S NORTHEAST LLC	877.04
NBAZ - Warrant Clearing Account	Check	1134691	06/10/25	Accounts Payable	RAELENE RABAN	29.11
NBAZ - Warrant Clearing Account	Check	1134692	06/10/25	Accounts Payable	RDO EQUIPMENT CO	1,072.62
NBAZ - Warrant Clearing Account	Check	1134693	06/10/25	Accounts Payable	REDW LLC	14,366.25
NBAZ - Warrant Clearing Account	Check	1134694	06/10/25	Accounts Payable	RHINEHART OIL CO	1,213.52
NBAZ - Warrant Clearing Account	Check	1134695	06/10/25	Accounts Payable	RICO MOTOR COMPANY INC	11,363.81
NBAZ - Warrant Clearing Account	Check	1134696	06/10/25	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	361.10
NBAZ - Warrant Clearing Account	Check	1134697	06/10/25	Accounts Payable	SECURUS TECHNOLOGIES INC	1,501.15
NBAZ - Warrant Clearing Account	Check	1134698	06/10/25	Accounts Payable	SEM APPLICATIONS INC	132.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134699	06/10/25	Accounts Payable	SIERRA PROPANE	178.53
NBAZ - Warrant Clearing Account	Check	1134700	06/10/25	Accounts Payable	COLLIN GLENN SMITH	400.00
NBAZ - Warrant Clearing Account	Check	1134701	06/10/25	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	300.00
NBAZ - Warrant Clearing Account	Check	1134702	06/10/25	Accounts Payable	SPARKLETT'S WATER	82.33
NBAZ - Warrant Clearing Account	Check	1134703	06/10/25	Accounts Payable	ST JOHNS CITY	7,425.28
NBAZ - Warrant Clearing Account	Check	1134704	06/10/25	Accounts Payable	KENADEE BELL STALEY	362.50
NBAZ - Warrant Clearing Account	Check	1134705	06/10/25	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	105.92
NBAZ - Warrant Clearing Account	Check	1134706	06/10/25	Accounts Payable	STANTEC CONSULTING SERVICES	4,230.94
NBAZ - Warrant Clearing Account	Check	1134707	06/10/25	Accounts Payable	SUMMIT HEALTHCARE ASSOCIATION INC	118.09
NBAZ - Warrant Clearing Account	Check	1134708	06/10/25	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	509.16
NBAZ - Warrant Clearing Account	Check	1134709	06/10/25	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1134710	06/10/25	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	392.00
NBAZ - Warrant Clearing Account	Check	1134711	06/10/25	Accounts Payable	THOMSON REUTERS WEST	3,224.00
NBAZ - Warrant Clearing Account	Check	1134712	06/10/25	Accounts Payable	TOWN OF EAGAR	7,571.68
NBAZ - Warrant Clearing Account	Check	1134713	06/10/25	Accounts Payable	TOWN OF SPRINGERVILLE	3,699.26
NBAZ - Warrant Clearing Account	Check	1134714	06/10/25	Accounts Payable	UNIFIRST CORPORATION	28.79
NBAZ - Warrant Clearing Account	Check	1134715	06/10/25	Accounts Payable	UNITED INFORMATION SERVICES	354.09
NBAZ - Warrant Clearing Account	Check	1134716	06/10/25	Accounts Payable	UNITED PARCEL SERVICE	600.00
NBAZ - Warrant Clearing Account	Check	1134717	06/10/25	Accounts Payable	US POSTMASTER	72.00
NBAZ - Warrant Clearing Account	Check	1134718	06/10/25	Accounts Payable	VALLEY IMAGING SOLUTIONS	6.04
NBAZ - Warrant Clearing Account	Check	1134719	06/10/25	Accounts Payable	VERIZON CONNECT FLEET USA LLC	80.42
NBAZ - Warrant Clearing Account	Check	1134720	06/10/25	Accounts Payable	WESTERN DRUG COMPANY	304.64
NBAZ - Warrant Clearing Account	Check	1134721	06/10/25	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	310.00
NBAZ - Warrant Clearing Account	Check	1134722	06/10/25	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	7,421.58
NBAZ - Warrant Clearing Account	Check	1134723	06/10/25	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	50.00
NBAZ - Warrant Clearing Account	Check	1134724	06/10/25	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	167.48
NBAZ - Warrant Clearing Account	Check	1134725	06/10/25	Accounts Payable	WW CLYDE & CO	179,736.51
NBAZ - Warrant Clearing Account	Check	1134726	06/10/25	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	495.80
NBAZ - Warrant Clearing Account	Check	1134727	06/10/25	Accounts Payable	ZORO TOOLS INC	75.04
NBAZ - Warrant Clearing Account	Check	1134728	06/11/25	Accounts Payable	LUCINDA L ATTAKAI	227.22
NBAZ - Warrant Clearing Account	Check	1134729	06/11/25	Accounts Payable	KAELYN AUSTIN	42.00
NBAZ - Warrant Clearing Account	Check	1134730	06/11/25	Accounts Payable	LUCINDA A BALOO	55.33
NBAZ - Warrant Clearing Account	Check	1134731	06/11/25	Accounts Payable	JIMICA LYNN BIGMAN	393.40
NBAZ - Warrant Clearing Account	Check	1134732	06/11/25	Accounts Payable	NATALIE JOY COSTIGAN	74.90
NBAZ - Warrant Clearing Account	Check	1134733	06/11/25	Accounts Payable	FELIPA A EARL	7.63
NBAZ - Warrant Clearing Account	Check	1134734	06/11/25	Accounts Payable	KLINT HEAP	28.99
NBAZ - Warrant Clearing Account	Check	1134735	06/11/25	Accounts Payable	MEGAN L HILL	216.34
NBAZ - Warrant Clearing Account	Check	1134736	06/11/25	Accounts Payable	DALLAS TYLER HOLLAND	18.01

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134737	06/11/25	Accounts Payable	BENJAMIN SLATON JOHNSTON	99.00
NBAZ - Warrant Clearing Account	Check	1134738	06/11/25	Accounts Payable	LARRY NOBLE	474.38
NBAZ - Warrant Clearing Account	Check	1134739	06/11/25	Accounts Payable	DANNEE F ROAN	642.38
NBAZ - Warrant Clearing Account	Check	1134740	06/11/25	Accounts Payable	JOHN SCRUGGS	158.00
NBAZ - Warrant Clearing Account	Check	1134741	06/11/25	Accounts Payable	NICHOLAS L SEYLER	145.99
NBAZ - Warrant Clearing Account	Check	1134742	06/11/25	Accounts Payable	JOE SHIRLEY JR	261.53
NBAZ - Warrant Clearing Account	Check	1134743	06/11/25	Accounts Payable	JEFF SODERQUIST	158.00
NBAZ - Warrant Clearing Account	Check	1134744	06/11/25	Accounts Payable	JULIA STANTON	215.56
NBAZ - Warrant Clearing Account	Check	1134745	06/11/25	Accounts Payable	JESSE THOMAS	69.36
NBAZ - Warrant Clearing Account	Check	1134746	06/11/25	Accounts Payable	CRAIG TSOSIE	927.98
NBAZ - Warrant Clearing Account	Check	1134747	06/11/25	Accounts Payable	CODY MERRILL WAITE	19.42
NBAZ - Warrant Clearing Account	Check	1134748	06/11/25	Accounts Payable	RICHARD WAITE	72.06
NBAZ - Warrant Clearing Account	Check	1134749	06/11/25	Accounts Payable	THOMAS CARDON WEBB	38.00
NBAZ - Warrant Clearing Account	Check	1134750	06/11/25	Accounts Payable	TAMMY R WEIMER	357.41
NBAZ - Warrant Clearing Account	Check	1134751	06/11/25	Accounts Payable	WILLIAM WADE WILTBANK	301.27
NBAZ - Warrant Clearing Account	Check	1134752	06/12/25	Accounts Payable	QUALITY EMULSIONS LLC	158,106.51
NBAZ - Warrant Clearing Account	Check	1134753	06/12/25	Accounts Payable	SAMUEL A WOOD	1,555.40
NBAZ - Warrant Clearing Account	Check	1134795	06/17/25	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	152.44
NBAZ - Warrant Clearing Account	Check	1134796	06/17/25	Accounts Payable	APACHE COUNTY FSA	1,826.98
NBAZ - Warrant Clearing Account	Check	1134797	06/17/25	Accounts Payable	APACHE COUNTY HSA	6,495.15
NBAZ - Warrant Clearing Account	Check	1134798	06/17/25	Accounts Payable	APACHE COUNTY MEDICAL	221,795.39
NBAZ - Warrant Clearing Account	Check	1134799	06/17/25	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	191,147.60
NBAZ - Warrant Clearing Account	Check	1134800	06/17/25	Accounts Payable	ASRS LEGACY EORP	9,722.06
NBAZ - Warrant Clearing Account	Check	1134801	06/17/25	Accounts Payable	AZ STATE RETIREMENT SYSTEM	139,582.50
NBAZ - Warrant Clearing Account	Check	1134802	06/17/25	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1134803	06/17/25	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,024.86
NBAZ - Warrant Clearing Account	Check	1134804	06/17/25	Accounts Payable	CORP AOC DISABILITY	48.42
NBAZ - Warrant Clearing Account	Check	1134805	06/17/25	Accounts Payable	CORP DISABILITY	185.12
NBAZ - Warrant Clearing Account	Check	1134806	06/17/25	Accounts Payable	CORRECTIONS OFFICER RET PLAN	13,594.67
NBAZ - Warrant Clearing Account	Check	1134807	06/17/25	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	997.13
NBAZ - Warrant Clearing Account	Check	1134808	06/17/25	Accounts Payable	EODCRS DISABILITY	29.70
NBAZ - Warrant Clearing Account	Check	1134809	06/17/25	Accounts Payable	EORP LEGACY	4,944.81
NBAZ - Warrant Clearing Account	Check	1134810	06/17/25	Accounts Payable	NATIONWIDE	4,825.49
NBAZ - Warrant Clearing Account	Check	1134811	06/17/25	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,484.93
NBAZ - Warrant Clearing Account	Check	1134812	06/17/25	Accounts Payable	NATIONWIDE TRUST FSB	3,012.36
NBAZ - Warrant Clearing Account	Check	1134813	06/17/25	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	341.00
NBAZ - Warrant Clearing Account	Check	1134814	06/17/25	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	12,376.54
NBAZ - Warrant Clearing Account	Check	1134815	06/17/25	Accounts Payable	PUBLIC SAFETY SHERIFF RET	12,995.14

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134816	06/17/25	Accounts Payable	RIO PUERCO AGRES	510.00
NBAZ - Warrant Clearing Account	Check	1134817	06/17/25	Accounts Payable	SECURITY BENEFIT GROUP	395.00
NBAZ - Warrant Clearing Account	Check	1134818	06/17/25	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,573.26
NBAZ - Warrant Clearing Account	Check	1134819	06/17/25	Accounts Payable	JESSE ADAMS	4.35
NBAZ - Warrant Clearing Account	Check	1134820	06/17/25	Accounts Payable	LUCINDA A BALOO	19.00
NBAZ - Warrant Clearing Account	Check	1134821	06/17/25	Accounts Payable	JIMICA LYNN BIGMAN	31.85
NBAZ - Warrant Clearing Account	Check	1134822	06/17/25	Accounts Payable	TRETT BISHOP	8.72
NBAZ - Warrant Clearing Account	Check	1134823	06/17/25	Accounts Payable	DEVIN BROWN	526.00
NBAZ - Warrant Clearing Account	Check	1134824	06/17/25	Accounts Payable	GARY ALAN CIMINSKI	78.40
NBAZ - Warrant Clearing Account	Check	1134825	06/17/25	Accounts Payable	ANDREA HEIDI CRESSWELL	60.40
NBAZ - Warrant Clearing Account	Check	1134826	06/17/25	Accounts Payable	TAMMY L DAVIS	454.87
NBAZ - Warrant Clearing Account	Check	1134827	06/17/25	Accounts Payable	BUTCH GUNNELS	420.20
NBAZ - Warrant Clearing Account	Check	1134828	06/17/25	Accounts Payable	KLINT HEAP	15.00
NBAZ - Warrant Clearing Account	Check	1134829	06/17/25	Accounts Payable	GARRY HITCHCOCK	200.00
NBAZ - Warrant Clearing Account	Check	1134830	06/17/25	Accounts Payable	BENJAMIN SLATON JOHNSTON	209.00
NBAZ - Warrant Clearing Account	Check	1134831	06/17/25	Accounts Payable	REITA MOORE	281.32
NBAZ - Warrant Clearing Account	Check	1134832	06/17/25	Accounts Payable	ANDREW L ORONA	50.00
NBAZ - Warrant Clearing Account	Check	1134833	06/17/25	Accounts Payable	TOBIE KLIJESN OVERSON	1,831.90
NBAZ - Warrant Clearing Account	Check	1134834	06/17/25	Accounts Payable	KIMBERLY K PENROD	37.01
NBAZ - Warrant Clearing Account	Check	1134835	06/17/25	Accounts Payable	CHRISTY RABAN	234.69
NBAZ - Warrant Clearing Account	Check	1134836	06/17/25	Accounts Payable	DANNEE F ROAN	287.15
NBAZ - Warrant Clearing Account	Check	1134837	06/17/25	Accounts Payable	ALTON JOE SHEPHERD	335.80
NBAZ - Warrant Clearing Account	Check	1134838	06/17/25	Accounts Payable	JOHANNA K SOTO	444.41
NBAZ - Warrant Clearing Account	Check	1134839	06/17/25	Accounts Payable	JESSE THOMAS	107.07
NBAZ - Warrant Clearing Account	Check	1134840	06/17/25	Accounts Payable	24 HOUR GAS-N-GO	30.75
NBAZ - Warrant Clearing Account	Check	1134841	06/17/25	Accounts Payable	AJ TIRES	186.29
NBAZ - Warrant Clearing Account	Check	1134842	06/17/25	Accounts Payable	ALPINE WATER AND SANITARY	177.76
NBAZ - Warrant Clearing Account	Check	1134843	06/17/25	Accounts Payable	ALSCO INC	455.98
NBAZ - Warrant Clearing Account	Check	1134844	06/17/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	9,379.87
NBAZ - Warrant Clearing Account	Check	1134845	06/17/25	Accounts Payable	AMERICAN MEDICAL RESPONSE INC	941.12
NBAZ - Warrant Clearing Account	Check	1134846	06/17/25	Accounts Payable	AMIGO CHEVROLET	497.73
NBAZ - Warrant Clearing Account	Check	1134847	06/17/25	Accounts Payable	APACHE COUNTY	162.91
NBAZ - Warrant Clearing Account	Check	1134848	06/17/25	Accounts Payable	ARIZONA COALITION FOR VICTIM SERVICES	125.00
NBAZ - Warrant Clearing Account	Check	1134849	06/17/25	Accounts Payable	ASHTONS REPAIR INC	86.04
NBAZ - Warrant Clearing Account	Check	1134850	06/17/25	Accounts Payable	AZ COUNTIES INSURANCE POOL	2,231.08
NBAZ - Warrant Clearing Account	Check	1134851	06/17/25	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,300.00
NBAZ - Warrant Clearing Account	Check	1134852	06/17/25	Accounts Payable	AZ NARCOTICS OFFICERS ASSN	900.00
NBAZ - Warrant Clearing Account	Check	1134853	06/17/25	Accounts Payable	BASHAS' CORPORATE OFFICE AND RALEY'S ARIZONA LLC	35.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134854	06/17/25	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	660.00
NBAZ - Warrant Clearing Account	Check	1134855	06/17/25	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	936.99
NBAZ - Warrant Clearing Account	Check	1134856	06/17/25	Accounts Payable	SARAH MAE BEGAY	75.00
NBAZ - Warrant Clearing Account	Check	1134857	06/17/25	Accounts Payable	BEST TINTING AND AUTO GLASS	3,241.88
NBAZ - Warrant Clearing Account	Check	1134858	06/17/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	619.56
NBAZ - Warrant Clearing Account	Check	1134859	06/17/25	Accounts Payable	BOLDPLANNING INC	14,959.96
NBAZ - Warrant Clearing Account	Check	1134860	06/17/25	Accounts Payable	BRAD HALL & ASSOCIATES INC	20,020.16
NBAZ - Warrant Clearing Account	Check	1134861	06/17/25	Accounts Payable	MICHAEL T BRAGIEL	65.38
NBAZ - Warrant Clearing Account	Check	1134862	06/17/25	Accounts Payable	BURGESS LAW LLC	7,192.42
NBAZ - Warrant Clearing Account	Check	1134863	06/17/25	Accounts Payable	BURNHAM - IEP LLC	1,313.10
NBAZ - Warrant Clearing Account	Check	1134864	06/17/25	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	4,597.60
NBAZ - Warrant Clearing Account	Check	1134865	06/17/25	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	154.75
NBAZ - Warrant Clearing Account	Check	1134866	06/17/25	Accounts Payable	CENTERLINE SUPPLY INC	2,297.00
NBAZ - Warrant Clearing Account	Check	1134867	06/17/25	Accounts Payable	CENTRAL ARIZONA SUPPLY	547.59
NBAZ - Warrant Clearing Account	Check	1134868	06/17/25	Accounts Payable	CORDANT HEALTH SOLUTIONS	198.00
NBAZ - Warrant Clearing Account	Check	1134869	06/17/25	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	120.00
NBAZ - Warrant Clearing Account	Check	1134870	06/17/25	Accounts Payable	DAVIS TRUE VALUE HARDWARE	25.93
NBAZ - Warrant Clearing Account	Check	1134871	06/17/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	129.36
NBAZ - Warrant Clearing Account	Check	1134872	06/17/25	Accounts Payable	DELL COMPUTER CORPORATION	1,452.36
NBAZ - Warrant Clearing Account	Check	1134873	06/17/25	Accounts Payable	DIAMOND C FEEDS	283.58
NBAZ - Warrant Clearing Account	Check	1134874	06/17/25	Accounts Payable	CASSEY RAE DREW	2,650.00
NBAZ - Warrant Clearing Account	Check	1134875	06/17/25	Accounts Payable	PJ E EDWARDS-RAY	162.50
NBAZ - Warrant Clearing Account	Check	1134876	06/17/25	Accounts Payable	EL CUPIDOS EXPRESS	705.45
NBAZ - Warrant Clearing Account	Check	1134877	06/17/25	Accounts Payable	EMPIRE MACHINERY	5,192.35
NBAZ - Warrant Clearing Account	Check	1134878	06/17/25	Accounts Payable	ENCYCLOPAEDIA BRITANNICA INC	537.62
NBAZ - Warrant Clearing Account	Check	1134879	06/17/25	Accounts Payable	FERRELLGAS	1,172.84
NBAZ - Warrant Clearing Account	Check	1134880	06/17/25	Accounts Payable	ROBERT L FITE	81.90
NBAZ - Warrant Clearing Account	Check	1134881	06/17/25	Accounts Payable	FRANS FLOWERS	125.00
NBAZ - Warrant Clearing Account	Check	1134882	06/17/25	Accounts Payable	DAVID G FRENCH JR	265.32
NBAZ - Warrant Clearing Account	Check	1134883	06/17/25	Accounts Payable	FRONTIER	24.71
NBAZ - Warrant Clearing Account	Check	1134884	06/17/25	Accounts Payable	FRONTIER	76.53
NBAZ - Warrant Clearing Account	Check	1134885	06/17/25	Accounts Payable	FRONTIER	244.51
NBAZ - Warrant Clearing Account	Check	1134886	06/17/25	Accounts Payable	GLOBAL MARINE GROUP INC	816.85
NBAZ - Warrant Clearing Account	Check	1134887	06/17/25	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	263.00
NBAZ - Warrant Clearing Account	Check	1134888	06/17/25	Accounts Payable	KAY HAUSER	60.00
NBAZ - Warrant Clearing Account	Check	1134889	06/17/25	Accounts Payable	RYLL HAWES	168.00
NBAZ - Warrant Clearing Account	Check	1134890	06/17/25	Accounts Payable	HILL AZ GROCERY STORE/ST JOHNS MARKET	256.72
NBAZ - Warrant Clearing Account	Check	1134891	06/17/25	Accounts Payable	HILL AZ GROCERY STORE/ST JOHNS MARKET	23.95

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134892	06/17/25	Accounts Payable	HILLYARD/FLAGSTAFF	81.03
NBAZ - Warrant Clearing Account	Check	1134893	06/17/25	Accounts Payable	HOME DEPOT ACCT 7600	854.56
NBAZ - Warrant Clearing Account	Check	1134894	06/17/25	Accounts Payable	HOME DEPOT ACCT 4118	374.23
NBAZ - Warrant Clearing Account	Check	1134895	06/17/25	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	37.25
NBAZ - Warrant Clearing Account	Check	1134896	06/17/25	Accounts Payable	INGRAM LIBRARY SERVICES	348.83
NBAZ - Warrant Clearing Account	Check	1134897	06/17/25	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	577.02
NBAZ - Warrant Clearing Account	Check	1134898	06/17/25	Accounts Payable	BRODY KELEPOLO	184.80
NBAZ - Warrant Clearing Account	Check	1134899	06/17/25	Accounts Payable	KIMBALL EQUIPMENT COMPANY	1,686.27
NBAZ - Warrant Clearing Account	Check	1134900	06/17/25	Accounts Payable	KONICA MINOLTA	8.28
NBAZ - Warrant Clearing Account	Check	1134901	06/17/25	Accounts Payable	KUHLMAN PSYCHOLOGY & CONSULTING PLLC	500.00
NBAZ - Warrant Clearing Account	Check	1134902	06/17/25	Accounts Payable	LAWSON PRODUCTS INC	123.20
NBAZ - Warrant Clearing Account	Check	1134903	06/17/25	Accounts Payable	LOWES #24	92.54
NBAZ - Warrant Clearing Account	Check	1134904	06/17/25	Accounts Payable	CANNON MAXWELL MAYER	184.80
NBAZ - Warrant Clearing Account	Check	1134905	06/17/25	Accounts Payable	HUDSON JACK MAYER	302.40
NBAZ - Warrant Clearing Account	Check	1134906	06/17/25	Accounts Payable	MCKESSON MEDICAL SURGICAL	61.65
NBAZ - Warrant Clearing Account	Check	1134907	06/17/25	Accounts Payable	MEAD PUBLISHING	1,100.00
NBAZ - Warrant Clearing Account	Check	1134908	06/17/25	Accounts Payable	MISSION UNIFORM & LINEN	178.83
NBAZ - Warrant Clearing Account	Check	1134909	06/17/25	Accounts Payable	DANIEL R MUTH	42.98
NBAZ - Warrant Clearing Account	Check	1134910	06/17/25	Accounts Payable	MUTUALINK INC	250,000.00
NBAZ - Warrant Clearing Account	Check	1134911	06/17/25	Accounts Payable	NAPA	154.56
NBAZ - Warrant Clearing Account	Check	1134912	06/17/25	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	900.00
NBAZ - Warrant Clearing Account	Check	1134913	06/17/25	Accounts Payable	NAVAJO SANITATION INC	495.02
NBAZ - Warrant Clearing Account	Check	1134914	06/17/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,998.28
NBAZ - Warrant Clearing Account	Check	1134915	06/17/25	Accounts Payable	NAVAJO WESTERNERS	55.05
NBAZ - Warrant Clearing Account	Check	1134916	06/17/25	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	11,262.70
NBAZ - Warrant Clearing Account	Check	1134917	06/17/25	Accounts Payable	NOEL'S INC	17.30
NBAZ - Warrant Clearing Account	Check	1134918	06/17/25	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	29.15
NBAZ - Warrant Clearing Account	Check	1134919	06/17/25	Accounts Payable	NORTHERN ARIZONA COUNCIL OF GOVERNMENT - NACOG	17,682.00
NBAZ - Warrant Clearing Account	Check	1134920	06/17/25	Accounts Payable	O'REILLY AUTO PARTS	2,058.83
NBAZ - Warrant Clearing Account	Check	1134921	06/17/25	Accounts Payable	OMEGA INDUSTRIAL SUPPLY	783.48
NBAZ - Warrant Clearing Account	Check	1134922	06/17/25	Accounts Payable	PENWORTHY COMPANY	156.92
NBAZ - Warrant Clearing Account	Check	1134923	06/17/25	Accounts Payable	ROBERT CRAIG POLLOCK	63.56
NBAZ - Warrant Clearing Account	Check	1134924	06/17/25	Accounts Payable	PREMIUM PROPANE LLC	1,030.54
NBAZ - Warrant Clearing Account	Check	1134925	06/17/25	Accounts Payable	QUALITY CARQUEST	72.87
NBAZ - Warrant Clearing Account	Check	1134926	06/17/25	Accounts Payable	QUALITY EMULSIONS LLC	123,886.49
NBAZ - Warrant Clearing Account	Check	1134927	06/17/25	Accounts Payable	QUILL CORP	2,391.84
NBAZ - Warrant Clearing Account	Check	1134928	06/17/25	Accounts Payable	QUINCY ORONA ORIGINALS	322.43
NBAZ - Warrant Clearing Account	Check	1134929	06/17/25	Accounts Payable	NANCY QUINN	450.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134930	06/17/25	Accounts Payable	REST UR RUMP	278.04
NBAZ - Warrant Clearing Account	Check	1134931	06/17/25	Accounts Payable	RHINEHART OIL CO	4,372.28
NBAZ - Warrant Clearing Account	Check	1134932	06/17/25	Accounts Payable	RUSH TRUCK CENTER	1,408.42
NBAZ - Warrant Clearing Account	Check	1134933	06/17/25	Accounts Payable	SAFELITE AUTO GLASS	3,605.83
NBAZ - Warrant Clearing Account	Check	1134934	06/17/25	Accounts Payable	SAFEWAY INC	661.14
NBAZ - Warrant Clearing Account	Check	1134935	06/17/25	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	350.00
NBAZ - Warrant Clearing Account	Check	1134936	06/17/25	Accounts Payable	SECURITAS TECHNOLOGY CORP	539.28
NBAZ - Warrant Clearing Account	Check	1134937	06/17/25	Accounts Payable	SECURUS TECHNOLOGIES INC	365.60
NBAZ - Warrant Clearing Account	Check	1134938	06/17/25	Accounts Payable	DARYN SELLS	2,358.89
NBAZ - Warrant Clearing Account	Check	1134939	06/17/25	Accounts Payable	SENTRY FIRE PROTECTION SPECIALISTS LLC	328.46
NBAZ - Warrant Clearing Account	Check	1134940	06/17/25	Accounts Payable	SENTRY WELDING SUPPLY LLC	114.95
NBAZ - Warrant Clearing Account	Check	1134941	06/17/25	Accounts Payable	SHOW LOW AUTO PARTS	60.79
NBAZ - Warrant Clearing Account	Check	1134942	06/17/25	Accounts Payable	SHOW LOW FORD INC	537.93
NBAZ - Warrant Clearing Account	Check	1134943	06/17/25	Accounts Payable	SIERRA PROPANE	174.45
NBAZ - Warrant Clearing Account	Check	1134944	06/17/25	Accounts Payable	COLLIN GLENN SMITH	200.00
NBAZ - Warrant Clearing Account	Check	1134945	06/17/25	Accounts Payable	SPARKLETTS WATER	224.74
NBAZ - Warrant Clearing Account	Check	1134946	06/17/25	Accounts Payable	SPARKLETTS WATER	112.37
NBAZ - Warrant Clearing Account	Check	1134947	06/17/25	Accounts Payable	SPARKLETTS WATER	91.41
NBAZ - Warrant Clearing Account	Check	1134948	06/17/25	Accounts Payable	ST JOHNS CITY	94.05
NBAZ - Warrant Clearing Account	Check	1134949	06/17/25	Accounts Payable	KENADEE BELL STALEY	250.00
NBAZ - Warrant Clearing Account	Check	1134950	06/17/25	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	620.00
NBAZ - Warrant Clearing Account	Check	1134951	06/17/25	Accounts Payable	TOWN OF EAAGAR	121.21
NBAZ - Warrant Clearing Account	Check	1134952	06/17/25	Accounts Payable	TOWN OF SPRINGERVILLE	290.12
NBAZ - Warrant Clearing Account	Check	1134953	06/17/25	Accounts Payable	TREAD MASTERS TIRE & LUBE	1,760.94
NBAZ - Warrant Clearing Account	Check	1134954	06/17/25	Accounts Payable	TYLER TECHNOLOGIES INC	140.00
NBAZ - Warrant Clearing Account	Check	1134955	06/17/25	Accounts Payable	UNIFIRST CORPORATION	28.79
NBAZ - Warrant Clearing Account	Check	1134956	06/17/25	Accounts Payable	UNITED PARCEL SERVICE	25.00
NBAZ - Warrant Clearing Account	Check	1134957	06/17/25	Accounts Payable	US POSTMASTER	188.00
NBAZ - Warrant Clearing Account	Check	1134958	06/17/25	Accounts Payable	US POSTMASTER	84.00
NBAZ - Warrant Clearing Account	Check	1134959	06/17/25	Accounts Payable	VEHICLE MAINTENANCE PROGRAMS INC	1,558.77
NBAZ - Warrant Clearing Account	Check	1134960	06/17/25	Accounts Payable	VERIZON WIRELESS	580.48
NBAZ - Warrant Clearing Account	Check	1134961	06/17/25	Accounts Payable	WESTERN DRUG COMPANY	10.00
NBAZ - Warrant Clearing Account	Check	1134962	06/17/25	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	2,425.17
NBAZ - Warrant Clearing Account	Check	1134963	06/17/25	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	275.00
NBAZ - Warrant Clearing Account	Check	1134964	06/17/25	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	50.00
NBAZ - Warrant Clearing Account	Check	1134965	06/17/25	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	40.33
NBAZ - Warrant Clearing Account	Check	1134966	06/17/25	Accounts Payable	WRIGHT EXPRESS FSC WEX	4,259.15
NBAZ - Warrant Clearing Account	Check	1134967	06/17/25	Accounts Payable	XEROX CORP	96.39

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1134968	06/17/25	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,250.00
NBAZ - Warrant Clearing Account	Check	1134969	06/17/25	Accounts Payable	YAZZIE'S AUTO PARTS INC	47.97
NBAZ - Warrant Clearing Account	Check	1134970	06/17/25	Accounts Payable	LINDSAY SHAW	793.50
NBAZ - Warrant Clearing Account	Check	1134971	06/18/25	Accounts Payable	SANDRA LYNN JOHNSON	38.04
NBAZ - Warrant Clearing Account	Check	1134972	06/18/25	Accounts Payable	ALTON JOE SHEPHERD	317.00
NBAZ - Warrant Clearing Account	Check	1134973	06/18/25	Accounts Payable	RICHARD WAITE	72.06
NBAZ - Warrant Clearing Account	Check	1134975	06/24/25	Accounts Payable	LUCINDA L ATTAKAI	151.48
NBAZ - Warrant Clearing Account	Check	1134976	06/24/25	Accounts Payable	DIMITRI J HERRERA	35.00
NBAZ - Warrant Clearing Account	Check	1134977	06/24/25	Accounts Payable	MEGAN L HILL	357.42
NBAZ - Warrant Clearing Account	Check	1134978	06/24/25	Accounts Payable	ELIZABETH MCKINNEY	16.37
NBAZ - Warrant Clearing Account	Check	1134979	06/24/25	Accounts Payable	DIANA M MORGAN	286.30
NBAZ - Warrant Clearing Account	Check	1134980	06/24/25	Accounts Payable	HALEY RHAE NICOLL	32.20
NBAZ - Warrant Clearing Account	Check	1134981	06/24/25	Accounts Payable	TOBIE KLIJSEN OVERSON	206.66
NBAZ - Warrant Clearing Account	Check	1134982	06/24/25	Accounts Payable	DOUGLAS LANCE PEARCE	12.68
NBAZ - Warrant Clearing Account	Check	1134983	06/24/25	Accounts Payable	KAYLEE PULSIPHER	122.00
NBAZ - Warrant Clearing Account	Check	1134984	06/24/25	Accounts Payable	NICHOLAS L SEYLER	42.00
NBAZ - Warrant Clearing Account	Check	1134985	06/24/25	Accounts Payable	MARLENE A TSOSIE	482.40
NBAZ - Warrant Clearing Account	Check	1134986	06/24/25	Accounts Payable	WILLIAM WADE WILTBANK	42.00
NBAZ - Warrant Clearing Account	Check	1134987	06/24/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,385.16
NBAZ - Warrant Clearing Account	Check	1134988	06/24/25	Accounts Payable	AMIGO CHEVROLET	89.60
NBAZ - Warrant Clearing Account	Check	1134989	06/24/25	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	1,041.91
NBAZ - Warrant Clearing Account	Check	1134990	06/24/25	Accounts Payable	AZ CONSTABLES ASSN	1,860.00
NBAZ - Warrant Clearing Account	Check	1134991	06/24/25	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	316.95
NBAZ - Warrant Clearing Account	Check	1134992	06/24/25	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	174.34
NBAZ - Warrant Clearing Account	Check	1134993	06/24/25	Accounts Payable	BLACKSTONE AUDIO INC	29.74
NBAZ - Warrant Clearing Account	Check	1134994	06/24/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	3,293.27
NBAZ - Warrant Clearing Account	Check	1134995	06/24/25	Accounts Payable	BROWN'S PARTSMASTER INC	814.30
NBAZ - Warrant Clearing Account	Check	1134996	06/24/25	Accounts Payable	BURNHAM - IEP LLC	1,313.10
NBAZ - Warrant Clearing Account	Check	1134997	06/24/25	Accounts Payable	CENTER FOR RURAL AMERICAN JUSTICE INC	50,000.00
NBAZ - Warrant Clearing Account	Check	1134998	06/24/25	Accounts Payable	CHINLE UNIFIED SCHOOL DISTRICT 24	2,112.00
NBAZ - Warrant Clearing Account	Check	1134999	06/24/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	425.20
NBAZ - Warrant Clearing Account	Check	1135000	06/24/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	254.69
NBAZ - Warrant Clearing Account	Check	1135001	06/24/25	Accounts Payable	DELL COMPUTER CORPORATION	888.17
NBAZ - Warrant Clearing Account	Check	1135002	06/24/25	Accounts Payable	DISH NETWORK	227.59
NBAZ - Warrant Clearing Account	Check	1135003	06/24/25	Accounts Payable	PJ E EDWARDS-RAY	250.00
NBAZ - Warrant Clearing Account	Check	1135004	06/24/25	Accounts Payable	EMPIRE POWER SYSTEMS AND EMPIRE SOUTHWEST LLC	1,212.05
NBAZ - Warrant Clearing Account	Check	1135005	06/24/25	Accounts Payable	FRONTIER	352.24
NBAZ - Warrant Clearing Account	Check	1135006	06/24/25	Accounts Payable	FRONTIER	353.69

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1135007	06/24/25	Accounts Payable	FRONTIER	185.78
NBAZ - Warrant Clearing Account	Check	1135008	06/24/25	Accounts Payable	FRONTIER	121.14
NBAZ - Warrant Clearing Account	Check	1135009	06/24/25	Accounts Payable	FRONTIER	187.17
NBAZ - Warrant Clearing Account	Check	1135010	06/24/25	Accounts Payable	FRONTIER	348.10
NBAZ - Warrant Clearing Account	Check	1135011	06/24/25	Accounts Payable	FRONTIER	77.20
NBAZ - Warrant Clearing Account	Check	1135012	06/24/25	Accounts Payable	FRONTIER	4,796.52
NBAZ - Warrant Clearing Account	Check	1135013	06/24/25	Accounts Payable	FRONTIER	1,558.96
NBAZ - Warrant Clearing Account	Check	1135014	06/24/25	Accounts Payable	FRONTIER	340.55
NBAZ - Warrant Clearing Account	Check	1135015	06/24/25	Accounts Payable	FRONTIER	187.56
NBAZ - Warrant Clearing Account	Check	1135016	06/24/25	Accounts Payable	FRONTIER	187.56
NBAZ - Warrant Clearing Account	Check	1135017	06/24/25	Accounts Payable	GALLUP LUMBER & SUPPLY	17.50
NBAZ - Warrant Clearing Account	Check	1135018	06/24/25	Accounts Payable	GALLUP WATER WORKS	187.25
NBAZ - Warrant Clearing Account	Check	1135019	06/24/25	Accounts Payable	RYL HAWKS	159.60
NBAZ - Warrant Clearing Account	Check	1135020	06/24/25	Accounts Payable	HOME DEPOT ACCT 7600	476.88
NBAZ - Warrant Clearing Account	Check	1135021	06/24/25	Accounts Payable	HON-DAH RESORT & CASINO	400.00
NBAZ - Warrant Clearing Account	Check	1135022	06/24/25	Accounts Payable	INTEGRATED NETWORK ASSOCIATES LLC	440.00
NBAZ - Warrant Clearing Account	Check	1135023	06/24/25	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	322.47
NBAZ - Warrant Clearing Account	Check	1135024	06/24/25	Accounts Payable	BRODY KELEPOLO	529.20
NBAZ - Warrant Clearing Account	Check	1135025	06/24/25	Accounts Payable	LOWES #24	62.48
NBAZ - Warrant Clearing Account	Check	1135026	06/24/25	Accounts Payable	CANNON MAXWELL MAYER	411.60
NBAZ - Warrant Clearing Account	Check	1135027	06/24/25	Accounts Payable	HUDSON JACK MAYER	369.60
NBAZ - Warrant Clearing Account	Check	1135028	06/24/25	Accounts Payable	MCKESSON MEDICAL SURGICAL	789.21
NBAZ - Warrant Clearing Account	Check	1135029	06/24/25	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	2,380.20
NBAZ - Warrant Clearing Account	Check	1135030	06/24/25	Accounts Payable	NAPA	856.14
NBAZ - Warrant Clearing Account	Check	1135031	06/24/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	371.00
NBAZ - Warrant Clearing Account	Check	1135032	06/24/25	Accounts Payable	NAVAJO WESTERNERS	173.78
NBAZ - Warrant Clearing Account	Check	1135033	06/24/25	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,739.24
NBAZ - Warrant Clearing Account	Check	1135034	06/24/25	Accounts Payable	O'REILLY AUTO PARTS	988.28
NBAZ - Warrant Clearing Account	Check	1135035	06/24/25	Accounts Payable	PAGE STEEL	148.54
NBAZ - Warrant Clearing Account	Check	1135036	06/24/25	Accounts Payable	KAMBERLEY KELLI PALMER	113.33
NBAZ - Warrant Clearing Account	Check	1135037	06/24/25	Accounts Payable	PERFECT PRINTZ LLC	2,333.05
NBAZ - Warrant Clearing Account	Check	1135038	06/24/25	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	10,000.00
NBAZ - Warrant Clearing Account	Check	1135039	06/24/25	Accounts Payable	PREMIUM PROPANE LLC	148.94
NBAZ - Warrant Clearing Account	Check	1135040	06/24/25	Accounts Payable	QUALITY EMULSIONS LLC	161,163.31
NBAZ - Warrant Clearing Account	Check	1135041	06/24/25	Accounts Payable	QUILL CORP	4,034.75
NBAZ - Warrant Clearing Account	Check	1135042	06/24/25	Accounts Payable	RAFTER ELEVEN CATTLE & IRON LLC	886.54
NBAZ - Warrant Clearing Account	Check	1135043	06/24/25	Accounts Payable	RHINEHART OIL CO	2,749.17
NBAZ - Warrant Clearing Account	Check	1135044	06/24/25	Accounts Payable	RIGG LAW FIRM PLLC	5,000.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1135045	06/24/25	Accounts Payable	RUSH TRUCK CENTER	115.27
NBAZ - Warrant Clearing Account	Check	1135046	06/24/25	Accounts Payable	SIERRA PROPANE	467.36
NBAZ - Warrant Clearing Account	Check	1135047	06/24/25	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	22.19
NBAZ - Warrant Clearing Account	Check	1135048	06/24/25	Accounts Payable	COLLIN GLENN SMITH	200.00
NBAZ - Warrant Clearing Account	Check	1135049	06/24/25	Accounts Payable	SONORA QUEST LABORATORIES	703.97
NBAZ - Warrant Clearing Account	Check	1135050	06/24/25	Accounts Payable	KENADEE BELL STALEY	812.50
NBAZ - Warrant Clearing Account	Check	1135051	06/24/25	Accounts Payable	TARTAN OIL LLC (FORMER NAME: SARATOGA)	11,285.18
NBAZ - Warrant Clearing Account	Check	1135052	06/24/25	Accounts Payable	DALE SHAWN TAYLOR	8,000.00
NBAZ - Warrant Clearing Account	Check	1135053	06/24/25	Accounts Payable	TESAB PARTS CENTER INC	3,157.37
NBAZ - Warrant Clearing Account	Check	1135054	06/24/25	Accounts Payable	THE EMBROIDERY SHOP	357.02
NBAZ - Warrant Clearing Account	Check	1135055	06/24/25	Accounts Payable	THE LIBRARY STORE INC	247.00
NBAZ - Warrant Clearing Account	Check	1135056	06/24/25	Accounts Payable	UNIFIRST CORPORATION	28.79
NBAZ - Warrant Clearing Account	Check	1135057	06/24/25	Accounts Payable	VALLEY IMAGING SOLUTIONS	289.92
NBAZ - Warrant Clearing Account	Check	1135058	06/24/25	Accounts Payable	VERIZON WIRELESS	460.09
NBAZ - Warrant Clearing Account	Check	1135059	06/24/25	Accounts Payable	WAYFAIR LLC	1,692.47
NBAZ - Warrant Clearing Account	Check	1135060	06/24/25	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	121.72
NBAZ - Warrant Clearing Account	Check	1135061	06/24/25	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	10.06

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

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*6/27/25 [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 June 3, 2025 and June 5, 2025.

BOS Meeting Date Requested 7/1/2025

---

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

June 3, 2025  
St. Johns, Arizona

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

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

Ferrin Crosby gave the invocation.

Jesse Thomas led the Pledge of Allegiance.

Chairman Davis called for the Library District items.

Keirsten Nielsen, Library Director, requested approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District from July 1, 2025 through June 30, 2026 at the rate of \$25.00 per month. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Keirsten Nielsen, Library Director, requested approval for Fiscal Year 2025-2026 to make discarded library materials and gift materials which are out of scope for our collections, available to charitable and non-profit organizations within Apache County. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Keirsten Nielsen, Library Director, requested approval for Fiscal Year 2025-2026 to dispose of materials that have been donated to or withdrawn from our library collections, by offering them for sale at each of our library facilities. **Mr. Shepherd moved approval, seconded by Mr. Shepherd.** Chairman Davis asked if this approval was sufficient to sell library items. Chris Resare, Chief Deputy County Attorney stated this action is sufficient based on the cost of the items, Vote was unanimous.

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

Chairman Davis called for the Public Health Services District items.

Michael Madrid, on behalf of the Health District requested approval of the Software-As-A-Service Agreement with mySidewalk, a public health information data platform in the amount of \$17,500 for one year and is grant funded. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Michael Madrid, on behalf of the Health District, requested approval of the service and maintenance agreement with Pronto Biomedical Solutions, effective May 1, 2025, through April 30, 2028, for maintenance and repair of medical equipment used in the clinics in the amount of \$2,607 per year and has been budgeted for FY25 and FY26. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Davis called for the regular agenda items.

The Board sat as the Board of Supervisors and Mr. Patterson presented the item following a public hearing, discussion and possible approval of the Truth in Taxation notification of the primary property tax levy as presented, with tax rates to be set at the August 18, 2025, Board of Supervisors meeting. **Mr. Shirley moved to open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the Board. **Mr. Shirley moved to close the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. **Mr. Shirley moved to approve the Truth in Taxation notification of the primary property tax levy, seconded by Mr. Shepherd.** Vote was unanimous.

The Board sat as the Board of Directors and Mr. Patterson presented the item following a public hearing, discussion, and possible approval of the 2025-2026 Final Budgets for the Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education. Mr. Patterson stated a copy of the proposed budgets have been available online at [www.apachecountyaz.gov](http://www.apachecountyaz.gov) and in the County Manager's Office. **Mr. Shirley moved to open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the Board. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Shepherd moved to approve the final budgets for the districts, seconded by Mr. Shirley.** Vote was unanimous.

The Board resumed sitting as the Board of Supervisors and Mr. Patterson presented the item following a Public hearing, discussion and possible adoption of the 2025-2026 Final Budget for Apache County. Mr. Patterson stated a copy of the proposed Final Budget has been available online at [www.apachecountyaz.gov](http://www.apachecountyaz.gov) or in the County Manager's Office. **Mr. Shirley moved to open the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. Marleita Begay, County Treasurer thanked the County Manager and his team as well as the Board of Supervisors for supporting her budget and appreciated the COLA increase for the entire county. There was no one else wanting to address the Board. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Shepherd moved to approve the final budget, seconded by Mr. Shirley.** Vote was unanimous.

Brian Hounshell, Emergency Management Director addressed the current fire restrictions and Provided a power point presentation regarding the status of the Greer Fire. Mr. Hounshell recognized all the agencies and individuals who assisted with the fire. Chief Deputy Sheriff Roscoe Hererra commended all of the agencies, his deputies and commanders for their service

during the fire. Chairman Davis stated he appreciated all the service rendered to those evacuees and their animals who were provided a safe place to go to during the evacuations and thanked all of the agencies and individuals who provided service during the fire. No action was needed or taken.

Mr. Patterson presented the Consent Agenda items A-G and recommended approval. **Mr. Shirley 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 May 6, 2025, to June 3, 2025. Demands are payments made, or to be made, by the County. Payee Amount CATERPILLAR FINANCIAL SERVICES CORPORATION 171,262.05 ADVANCED AIR SYSTEMS LLC 1,570.00 AMAZON CAPITAL SERVICES INC 14,031.51 ATLANTIC PACIFIC STANDARD 149,372.00 BAUMAN HOME AND AUTO INC (CARQUEST) 1,731.83 BRAD HALL & ASSOCIATES INC 31,353.64 CLARK TRUCK EQUIPMENT COMPANY INC 3,298.59 COALITION OF ARIZONA NEW MEXICO COUNTIES 2,600.00 COMMNET WIRELESS 1,900.00 John Lucas COMMUNITY BROADBAND ADVOCATES LLC 6,412.50 CONFERENCE TECHNOLOGIES INC 21,731.98 CRISIS PREPARATION & RECOVERY 1,375.00 DOUBLE RADIUS 14,868.70 EMPIRE MACHINERY 6,564.51 FLEET PRIDE 2,898.02 FRONTIER 1,564.88 FRONTIER 4,689.38 GEFFS MANUFACTURING INC 8,291.49 GOSERCO, INC. 5,761.83 HAMPTON INN PHOENIX AIRPORT NORTH 1,404.88 JCG TECHNOLOGIES INC 1,500.00 KUBL GROUP LLC 16,900.00 MEAD PUBLISHING 2,929.34 NAVAJO TRIBAL UTILITY AUTHORITY 2,849.36 NAVOPACHE ELECTRIC COOPERATIVE 1,161.41 NEWMAN SIGNS INC 4,051.40 NTUA WIRELESS, LLC 5,220.02 OVERDRIVE INC 1,613.73 PERFECT PRINTZ LLC 1,016.64 PERKINS CINDERS INC 7,532.59 PROFORCE LAW ENFORCEMENT 4,407.54 QUILL CORP 1,972.15 RHINEHART OIL CO 8,107.41 RIM COUNTRY MECHANICAL 2,800.00 SECURUS TECHNOLOGIES INC 1,387.69 SUMMIT HEALTHCARE ASSOCIATION INC 6,033.52 TEAM LIFE INC 5,229.00 THE SANDBAGGER LLC 14,110.00 TYLER TECHNOLOGIES INC 5,236.80 VERIZON WIRELESS 6,453.39 WAGNER EQUIPMENT CO 1,080.31 LAURA LETICIA LOGAN 1,025.52 NATIONAL BANK 30,422.42 NATIONAL BANK OF ARIZONA 2901 1,779.00 NATIONAL BANK OF ARIZONA 3040 1,384.43 ADVANCED CORRECTIONAL HEALTHCARE INC 46,559.91 ALL COPY PRODUCTS 3,582.12 ALLEGRA 1,598.41 AMAZON CAPITAL SERVICES INC 8,923.51 BAUMAN HOME AND AUTO INC (CARQUEST) 1,224.52 BOB BARKER COMPANY INC 1,487.19 BRAD HALL & ASSOCIATES INC 17,336.86 BURNHAM - IFP LLC 3,493.80 CHANGEPOINT INTEGRATED HEALTH 14,720.00 CONTINUOUS RAINGUTTER SYSTEMS 1,900.00 CREDITRON CORPORATION 6,411.47 DELL COMPUTER CORPORATION 2,910.13 LAYTON A DICKERSON 1,750.00 DOYLES AUTO BODY INC 9,614.19 EM HALE LAW 1,200.00 KLINT HEAP 1,422.02 HI TECH WINDSHIELD & GLASS CO 1,484.10 HILLYARD/FLAGSTAFF 3,798.00 INGRAM LIBRARY SERVICES 5,428.80 JAMES KEMP THIN BLUE LINE LANDSCAPING 4,500.00 NATIONAL PEN CO LLC 2,033.19 DALE P NIELSON 2,135.96 NORTH COUNTRY COMMUNITY HEALTH 5,000.00 O'REILLY AUTO PARTS 2,263.60 PUT IN CUPS LLC 1,116.88 QUILL CORP 2,298.40 R JOHN R JOHN LEE ATTORNEY AT LAW 10,500.00 SECURUS TECHNOLOGIES INC 1,767.80 SIERRA PROPANE 2,373.60 SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT 3,590.30 THE AARONS COMPANY LLC 3,000.00 THOMSON

REUTERS WEST 1,545.66 TRINITY SERVICES GROUP INC 26,172.80 TRUCK PRO DBA  
AZ BRAKE & CLUTCH SUPPLY 1,411.52 VEHICLE MAINTENANCE PROGRAMS INC  
2,443.13 WESTERN DETENTION PRODUCTS INC 3,238.00 APACHE COUNTY FSA  
1,821.98 APACHE COUNTY HSA 6,550.15 APACHE COUNTY MEDICAL 212,400.50  
APACHE COUNTY TAX WITHHOLDING 185,653.30 ASRS LEGACY EORP 9,722.06 AZ  
STATE RETIREMENT SYSTEM 139,127.26 COLONIAL LIFE AND ACCIDENT INS  
1,024.86 CORRECTIONS OFFICER RET PLAN 13,594.67 EORP LEGACY 4,944.81  
NATIONWIDE 4,999.09 NATIONWIDE RETIREMENT SOL EODCRS 1,484.93  
NATIONWIDE TRUST FSB 3,272.56 PUBLIC SAFETY PERSONNEL 401 12,376.54  
PUBLIC SAFETY SHERIFF RET 14,925.19 SUPPORT PAYMENT CLEARINGHOUSE  
1,573.26 DOUGLAS LANCE PEARCE 1,389.50 JAY YELLOWHORSE 2,307.82 APACHE  
COUNTY TAX WITHHOLDING 2,220.51 ALTON JOE SHEPHERD 1,082.10 AMAZON  
CAPITAL SERVICES INC 4,588.75 ARIZONA LOCAL HEALTH OFFICERS  
ORGANIZATION 1,300.00 AZ COUNTIES INSURANCE POOL 7,964.05 AZ DEPT OF  
HEALTH SERVICES 1,620.00 AZ SUPREME COURT 1,440.00 BRAD HALL &  
ASSOCIATES INC 17,082.06 BREWER LAW OFFICE PLLC 10,500.00 BURGESS LAW  
LLC 8,942.50 CONTINUANT INC 1,385.22 ELECTION SYSTEMS AND SOFTWARE  
1,975.00 EMPIRE MACHINERY 9,886.43 FLAKE LEGAL PLLC 10,500.00 FLEET PRIDE  
1,218.52 GWORKS 5,731.00 HAMBLIN LAW OFFICE PLC 10,500.00 MANGUM FAMILY  
TRUST C/O HOWARD MANGUM 5,844.72 NAPA 1,126.32 NAVOPACHE ELECTRIC  
COOPERATIVE 1,165.19 OVERDRIVE INC 2,535.96 POLARIS PHARMACY SERVICES  
OF WARRINGTON LLC 26,883.13 RIM COUNTRY MECHANICAL 1,804.00 RUSH  
TRUCK CENTER 13,558.06 ZLATKO SKOBALJ 1,110.55 TARTAN OIL LLC (FORMER  
NAME: SARATOGA) 13,424.31 THE UNIVERSITY OF ARIZONA 7,500.00 THOMSON  
REUTERS WEST 1,692.51 UNITED RENTALS 1,272.25 WAGNER EQUIPMENT CO  
2,062.07 WRIGHT EXPRESS FSC WEX 5,030.60 WW CLYDE & CO 10,173.27 SAMUEL A  
WOOD 1,541.22 HIGH DESERT TRAILER SALES OF AZ INC 2,140.00 APACHE COUNTY  
FSA 1,821.98 APACHE COUNTY HSA 6,550.15 APACHE COUNTY MEDICAL 209,788.17  
APACHE COUNTY TAX WITHHOLDING 199,413.13 ASRS LEGACY EORP 9,722.06 AZ  
STATE RETIREMENT SYSTEM 146,019.97 COLONIAL LIFE AND ACCIDENT INS  
1,024.86 CORRECTIONS OFFICER RET PLAN 13,594.63 EORP LEGACY 4,944.81  
NATIONWIDE 4,825.51 NATIONWIDE RETIREMENT SOL EODCRS 1,484.93  
NATIONWIDE TRUST FSB 3,515.23 PUBLIC SAFETY PERSONNEL 401 12,376.54  
PUBLIC SAFETY SHERIFF RET 20,059.31 SUPPORT PAYMENT CLEARINGHOUSE  
1,573.26 AMAZON CAPITAL SERVICES INC 16,409.09 AMIGO CHEVROLET 1,223.53  
APACHE COUNTY FAIR 25,000.00 AT&T MOBILITY LLC (FIRSTNET) 6,707.94 AZ  
ASSN OF COUNTIES 15,285.15 BAUMAN HOME AND AUTO INC (CARQUEST) 2,482.70  
BRAD HALL & ASSOCIATES INC 22,145.97 CDW GOVERNMENT LLC 2,151.34  
COURTESY CHEVROLET 72,907.80 DELL COMPUTER CORPORATION 9,562.18  
DOUBLE RADIUS 9,507.77 EMPIRE MACHINERY 3,902.93 ESRI INC 27,277.72  
FERRELLGAS 1,132.85 FLEET PRIDE 10,049.30 FRONTIER 4,785.04 HIGH COUNTRY  
SIGNS LLC 3,270.00 DENNISE L JONES 3,712.50 MH CONSULTING & PROJECT  
MANAGEMENT LLC 2,415.10 NAVAJO TRIBAL UTILITY AUTHORITY 5,724.41  
NAVOPACHE ELECTRIC COOPERATIVE 10,585.17 O'REILLY AUTO PARTS 1,589.92  
PERFECT PRINTZ LLC 8,952.47 QUILL CORP 2,065.82 REDW LLC 14,341.75 SECURUS  
TECHNOLOGIES INC 1,175.52 SIERRA PROPANE 1,125.28 TESAB PARTS CENTER INC

1,750.00 WEBGROUP MEDIA LLC 3,600.00 WOODLAND BUILDING CENTER C/O NATIONS BEST 1,351.23 STEPHANIE MCCARTHY 7,703.61 Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated May 6, 2025, and May 14, 2025. County Attorney's Office: C. Request approval to reimburse Chris Resare for relocation Expenses in accordance with Human Resources Policy Manual Section 1.7. School Superintendent's Office: D. Request approval of a contract with Elizabeth Moore to provide special education services to inmates in the Apache County Jail between the ages of 18 & 21 pursuant to A.R.S. §15-913.01. Money for this contract comes from special education State allocated funding and will not affect the overall budget. Human Resources: E. Clerk of the Court requests authorization to create a Deputy Legal Assistant I position (Range 30). This request has been included in the FY26 budget. F. Treasurer's Office requests authorization to create an Accounting Specialist III position (Range 30). This request has been included in the FY26 budget. G. Election Department requests authorization to create an Administrative Coordinator position (Range 42). This request has been included in the FY26 budget.

Tobie Overson, Chief Deputy School Superintendent, requested approval of a contract with AvixOne for consulting and/or training services and will not affect the overall budget. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera, requested approval to accept a \$2,000 increase in grant funding for the Apache County Cooperative Law Enforcement Agreement 22-LE-11030100-034. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson requested approval of a resolution to establish Juneteenth (June 19<sup>th</sup>) as a paid county holiday. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson requested approval of a liquor license application recommendation for Cody Sexson, White Mountains Brewing Company located at #3 Road 8640, Concho Arizona. Mr. Patterson stated no protests were received and recommended approval. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Chairman Davis opened the floor for call to the public.

Debra Ponchetti, a resident in Sierra Highlands, and stated she wanted to thank everyone involved with the Greer Fire, but she is concerned with preventative measures that need to be taken to ensure we don't have other fires. Ms. Ponchetti stated RV's need to be inspected and ordinances need to be honored and permits issued. Ms. Ponchetti stated the ordinances are not being followed.

Monica Boehning, a resident of Springerville, stated prayers were answered during the fire; not taking anything away from all the agencies good work fighting the fire, the Lord had a hand in changing the direction of the winds that saved the community of Greer keeping everyone safe. Ms. Boehning stated she has a concern with a number of important citizen letters that are not

being disbursed to planning & zoning commissioners. Ms. Boehning stated letters submitted to planning and zoning addressed the commissioners three weeks ago that have not yet been provided to the commission members. Chairman Davis asked Mr. Patterson to look into the issue.

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

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

Approved this 1<sup>st</sup> day of July, 2025.

---

Nelson Davis  
Chairman of the Board

---

Ryan N. Patterson  
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS' MEETING

June 5, 2025  
St. Johns, Arizona

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

Chairman Davis called to order the Board of Supervisors meeting at 9:01 a.m. in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Patterson, on behalf of the Engineering Department, requested approval of an Intergovernmental Agreement between Apache County and the Town of Eagar for a chip seal roadway project in District III. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Approved this 1<sup>st</sup> day of July, 2025.

---

Nelson Davis  
Chairman of the Board

---

Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Form No. 100-100

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

6/23/24 [Signature]

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 designating Ryan Patterson as the Chief Fiscal Officer.

BOS Meeting Date Requested 7/1/2025

\_\_\_\_\_

Legal Review: OK per Chris Letare PRE-AGENDA ITEM REVIEW

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

ALTON JOE SHEPHERD  
SUPERVISOR  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS  
CHAIRMAN  
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 NO. 2025-\_\_\_**

A RESOLUTION OF THE APACHE COUNTY, ARIZONA BOARD OF SUPERVISORS, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Apache County Board of Supervisors desires to designate Ryan N. Patterson, as the County's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

**ENACTMENTS:**

NOW THEREFORE BE IT RESOLVED BY THE APACHE COUNTY, ARIZONA BOARD OF SUPERVISORS as follows: SECTION 1. The recitals above are hereby incorporated as if fully set forth herein. SECTION 2. Ryan N. Patterson, is hereby designated as the County's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2025 AELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the Apache County, Arizona Board of Supervisors, this 1st day of July, 2025.

ATTESTED TO:

\_\_\_\_\_  
Nelson Davis  
Chairman of the Board

\_\_\_\_\_  
Beth Bond  
Assistant Clerk of the Board

APPROVED AS TO FORM:

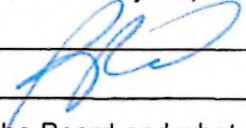
\_\_\_\_\_  
Jasmine Blackwater-Nygren  
County Attorney

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

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*6/23/25* 

Describe in detail what you want to say to the Board and what action you want the Board to take:  
Request approval of an Agreement with REDW for recruitment and consulting services.

BOS Meeting Date Requested 7/1/2025

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

*Chris Resare*

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

---

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

## STATEMENT OF WORK – HUMAN RESOURCES CONSULTING SERVICES

Ryan Patterson  
County Manager  
Apache County, Arizona  
75 West Cleveland Street  
St. Johns, AZ 85936

We want to thank Apache County (“Client,” “Company,” or “You”) for allowing REDW to continue to serve as your trusted advisor. Our firm is committed to providing you with a reliable and responsive team that has the skills to address your needs as they arise.

This Statement of Work (“SOW”) confirms the nature and scope of the services that REDWLLC (“REDW”) HR Consulting will provide to you. This SOW is subject to the terms and conditions of the existing service agreement between you and REDW.

### SCOPE OF WORK: RECRUITING

We understand Client is seeking recruiting assistance for the CFO position. We will provide the full spectrum of recruiting services outlined below.

- Compensation Planning Work (10-25 hours/position)**
  - In consultation with management, we will identify an internally equitable compensation strategy appropriate for the position and provide a market compensation and FLSA analysis.
- Pre-Posting Work (5-15 hours/position)**
  - Develop an agreed-upon recruiting plan to attract a viable candidate pool.
  - Set up and/or gain access to your LinkedIn recruiting and Indeed accounts, and research industry/trade groups and professional associations that offer job posting and recruiting assistance.
  - Update and/or create the job description, ensuring that it aligns with your culture and it accurately portrays essential job duties and minimum qualifications. Develop or update ad copy to attract the most qualified candidate pool.
  - Develop a candidate screening questionnaire with Client leadership input on workplace culture to be used for all recruiting engagements.

**Candidate Sourcing (15-40 hours/position)**

- Post position to LinkedIn, Indeed, and on applicable job boards discovered during pre-posting research. We will provide you with login information for all job boards where the position is posted.
- Evaluate applicant resumes to determine which applicants meet the minimum qualifications based on the job description and client approved criteria for the position.
- Conduct passive recruiting searches on LinkedIn and contact qualified individuals.

**Candidate Screening (15-35 hours/position)**

- Coordinate and conduct initial phone screening interviews with up to 12 promising applicants.
- Make recommendations on candidates to proceed onto formal interviews by your interview team to be conducted in-person or via Zoom.
- Conduct Outmatch™ behavioral assessment and applicable technical assessments with selected candidates prior to interview.

**Interview Process (10-25 hours/position)**

- Develop structured Interview Guides for your interview team with carefully selected questions to drive an exciting conversation and elicit important information regarding each candidate's qualifications without unintentionally asking illegal questions. Interview questions you currently use will be considered in developing these Interview Guides.
- Coordinate interviews with selected candidates for your designated interview panel. Our team will not be present for interviews unless requested to attend.
- Participate in Client's internal hiring or compensation discussions in an advisory capacity.

**Reference Checks and Offer Process (10-20 hours/position)**

- Contact employment references for up to 3 candidates and present you with a summary of those conversations.
- Work with you to confirm the appropriate base + incentive offer amount, based upon the salary range identified by you and/or through optional compensation research and planning (see above).
- Draft offer letter contingent upon all required background and pre-employment screenings (or convey verbal offer allowing Client to extend written offer based upon Client preference).
- Coordinate background screening and any other pre-employment screenings required by you.
- Present verbal offers to candidates if requested by you. Signed offer letters are to be presented to candidates by you.
- Once an offer has been accepted, develop and implement a plan to continuously engage the candidate until onboarded. Provide coaching to the candidate in the event of a counteroffer if appropriate.
- Send non-selection emails to candidates who were interviewed but not selected.

Our scope of work covered under this SOW includes any work performed on your behalf prior to execution of the SOW related to the services described in this SOW.

### USE OF OUR SERVICES AND ANY RELATED DELIVERABLES

Sam Bolen, SHRM-SCP, THRP will be the team leader in charge of your services and will be responsible for supervising the engagement or authorizing another individual to supervise your services. Cristin Heyns-Bousliman is the Department Head of the REDWLLC Human Resources Consulting team and can be reached at [cristin.bousliman@redw.com](mailto:cristin.bousliman@redw.com) or 505.998.3452 should you need assistance at any time during your project.

### CLIENT RESPONSIBILITIES

It is Client's responsibility to designate a member of management who will oversee the services we provide, evaluate the adequacy of the services we perform and any recommendations that result, if any, make management decisions, including accepting responsibility for the results of our services and determining which recommendations should be implemented, and establish and maintain internal controls, including ongoing monitoring responsibilities.

Our team's ability to complete projects within a specific timeframe is heavily dependent upon Client's responsiveness and provision of requested documentation in a timely manner.

### REDW RESPONSIBILITIES

We will perform our services in accordance with the *Statement on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA) and other standards specifically identified in this SOW or otherwise applicable. Such services do not constitute an audit, review, or any other attestation service as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result in the issuance of a written communication to third parties by REDW regarding financial data or internal controls, expressing an opinion or conclusion or obtaining or providing any form of assurance. REDW, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions.

Our services do not include authorizing, executing or consummating transactions or otherwise exercising authority on your behalf, preparing source documents evidencing the occurrence of a transaction, having custody of assets, supervising employees or reporting to the on behalf of management.

We are not responsible for the internal control environment maintained by is Client or its compliance with internal controls, which may or may not include controls related to data processing systems and data backup. None of the services performed under this engagement agreement can be relied on to detect errors, fraud, or illegal acts that may exist. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control in the context of a financial audit as part of this engagement.

### FEES FOR THE SERVICES INCLUDED IN THIS SOW

You have elected to purchase hourly recruiting support at our more cost-effective discounted blended hourly rates by purchasing pre-paid bank of hours. **Banks of hours will be pre-billed at the time the contract is signed.**

Once your bank of hours expires, it will auto-renew unless discontinuation of services is requested in writing. Banks of hours will expire if there has been no activity over a 6-month period. We will make recommendations regarding prioritizing needs to maximize the utility of the engagement. Because the Bank of Hours is largely Client directed, completion of specific deliverables will be our goal, but it is not guaranteed.

Bank of 100 Hours:                      \$22,500                      (\$225 blended hourly rate)

## **SPECIAL TERMS AND CONDITIONS**

### **Assumptions for Fee Estimates**

Certain out of pocket costs may be associated with REDW Human Resources support (job posting fees, background checks, behavioral assessments, technical assessments, meeting supplies, etc.). These costs are largely dependent upon your preferences. These costs will be directly passed along to you and result in additional charges on monthly invoices.

The fee estimates assume that all data will be provided in an Excel-compatible format and all documents will be provided in Word format to facilitate data manipulation and text revisions. All non-compliant documents, such as handwritten or non-convertible PDF documents, may be converted to an editable format by a document specialist at a rate of \$150/hour. The core project pricing assumes that accurate and updated position descriptions and organizational charts are available. If information and/or data provided by client is not accurate and up-to-date, a position description update is recommended.

Services for this engagement will be provided remotely with the option for onsite work. Travel expenses are not included in the pricing above and will be set at a flat fee depending upon the number of team members requested and the number of days on-site. We will not make any travel arrangements without written approval from the Client. Should the Client wish for additional portions of the project to be performed onsite, we will provide a separate cost estimate.

If Client requests rush delivery of any deliverable to meet an internal Client deadline that either was not conveyed at the outset of the project or was impacted by Client delays during the project (i.e., requested information was provided after agreed-upon dates, or Client has failed to respond to information/clarification requests), and additional fee of \$3,000 will be charged.

If Client requests custom reports not included in original communication regarding the project, creation of the reports will be billed at the \$275 blended hourly rate.

The fees do not include any type of tax (sales tax, Tribal tax, etc.). If any taxes apply, they will be added to the above fees when billed.

We reserve the right to suspend or terminate services if our fees have not been paid. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our work and/or issued our report(s)/schedules. Client will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination, plus our costs of collection, including late charges and attorney fees.

If Client becomes non-responsive for a period exceeding six (6) months any time during the project, REDW will final bill the project up to the amount of work completed, regardless of project or phase completion, and remove the project from our project schedule. Client will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We feel the fees estimated above are reasonable to deliver a high-quality product based on the scope of services as we understand them. If the engagement team encounters unusual circumstances that would cause the scope of services to change significantly, the total fee may change. The engagement team will consult with leadership before performing any additional tasks that would substantially increase the fee.

Upon receipt of the signed Statement of Work, the REDW project team will work with you to add your project to our project schedule. We will immediately provide you with a list of requested information/documents/data. All items requested must be received by REDW two weeks of the designated start date or the project may be rescheduled, and the completion date will be delayed accordingly.

Thank you for this opportunity to serve as your trusted advisor and to provide those services described in this SOW.

IN WITNESS WHEREOF, REDW and Client have executed this SOW through their duly authorized representatives as of the dates stated below.

REDWLLC

Apache County

By: 

By:

Its: Principal- Cristin Heyns-Bousliman

Its:

Date: June 11, 2025

Date:

Address: 8801 Horizon Blvd NE, Suite 401  
Albuquerque, NM 87113

Address:

Email: [Cristin.Bousliman@redw.com](mailto:Cristin.Bousliman@redw.com)

Email:

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

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

6/24/25 *[Signature]*

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

Request approval of a proclamation designating August as Child Support Awareness Month.

BOS Meeting Date Requested 7/1/2025

Legal Review: \_\_\_\_\_

*OK pm Chris Lesore* PRE-AGENDA ITEM REVIEW

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

ALTON JOE SHEPHERD  
SUPERVISOR  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS  
CHAIRMAN  
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

**\*CHILD SUPPORT AWARENESS MONTH\***

**WHEREAS**, the County of Apache joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

**WHEREAS**, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

**WHEREAS**, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

**WHEREAS**, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

**WHEREAS**, DCSS strongly advocates for parenting responsibilities because parents and children benefit when both are engaged with their child at every stage, regardless of marital status; and

**WHEREAS**, DCSS recognizes the commitment of legal guardians who accept responsibilities of children in the absence of parents; and

**WHEREAS**, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

**WHEREAS**, Child Support Awareness Month values parents' involvement in their children's lives and who make regular child support payments to safeguard their children's future.

**NOW THEREFORE**, the Apache County Board of Supervisors hereby proclaim the month of August 2025 as

**CHILD SUPPORT AWARENESS MONTH**

**PASSED AND ADOPTED** this 1<sup>st</sup> day of July 2025.

ATTEST:

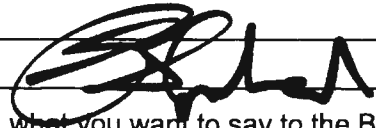
\_\_\_\_\_  
Nelson Davis  
Chairman of the Board

\_\_\_\_\_  
Ryan N. Patterson  
Clerk of the Board

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

AG-10-11-15-01-0001

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

Date/Signature:  17 June 2025

Describe in detail what you want to say to the Board and what action you want the Board to take:  
District II: Request authorization to create an Automotive parts Inventory Clerk position (Range 31) and an Administrative Assistant II position (Range 30).  
BOS Meeting Date Requested: July 2, 2025

---

**PRE-AGENDA ITEM REVIEW**

Legal Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

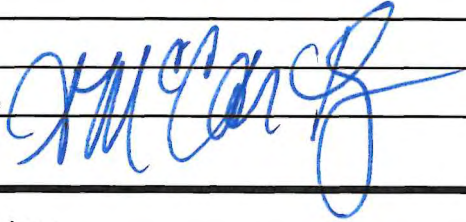
---

Finance Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

---

Human Resources Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature 

---

Other Review: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

---

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

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: June 23/2025 Matthew Fahn

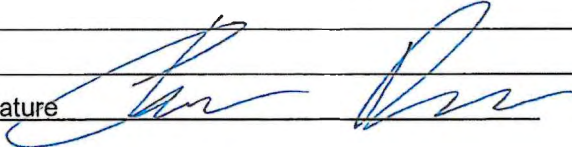
Describe in detail what you want to say to the Board and what action you want the Board to take:

CONSENT AGENDA: Request approval of a Conditional Use Permit (CUP) allowing Richard and Dana Smith to construct a second dwelling on their property located at 2 County Road N3099 near Vernon, Arizona (A.P.N. 106-52-004W, situated in Section 15, Township 10N, Range 24E). Planning and Zoning Commission recommended approval with conditions on June 12, 2025.

BOS Meeting Date Requested July 1, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature 

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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



**APACHE COUNTY — Community Development Department**  
 P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

**CONDITIONAL USE PERMIT APPLICATION**

**APPLICANT**

Name RICHARD & DANA SMITH  
 Mailing Address 2 ACR 3099, SHOW LOW AZ 85901  
 \_\_\_\_\_  
 Contact Person RICHARD SMITH  
 Phone 928-270-8338 Fax \_\_\_\_\_  
 Email SMITHREPAIR@HOTMAIL.COM

**PROPERTY INFORMATION**

Assessor's Parcel # 106-52-004W  
 Township 10N Range 24E (P-AA) Section 15  
 Subdivision N/A  
 Unit # \_\_\_\_\_ Lot # \_\_\_\_\_  
 Address/Location 2 CR 3N099, VERON AZ 85940  
 \_\_\_\_\_  
 Existing Zoning AG AGRICULTURE GENERAL  
 Existing Land Use RESIDENTIAL  
 Lot Size 1.24

**CONDITIONAL USE PERMIT REQUEST**

Please provide a brief description of the request.  
REQUESTING TO BUILD 3K-4K SQFT BARNDOMINIUM  
HOME AS PERMINANTE RESIDENCE ON NW FRONT OF  
PROPERTY.  
THERE IS AN EXSISTING 30X30 MOTHER-IN-LAW HOME  
 Temporary Use: \_\_\_ Yes X No

**SUBMITTAL CHECKLIST**

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

**CERTIFICATION & SIGNATURE**

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

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

**Signature of Applicant**  
[Signature] Date 3/18/25

**Signature of Property Owner** (if not the applicant)  
 \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Received By [Signature] Date \_\_\_\_\_  
 Receipt # 395 Fee 300  
 Permit # 2025-15  
 Related Cases \_\_\_\_\_  
 Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

**Sign Here**

**COMMISSION ACTION**

Approved  with Conditions  Denied

Resolution # \_\_\_\_\_ Date \_\_\_\_\_  
 Chairman [Signature] Date 4/12/25

**BOARD ACTION**

Approved  with Conditions  Denied

Ordinance # \_\_\_\_\_ Date \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Date \_\_\_\_\_

December 1, 2021



Apache County  
Community Development

---

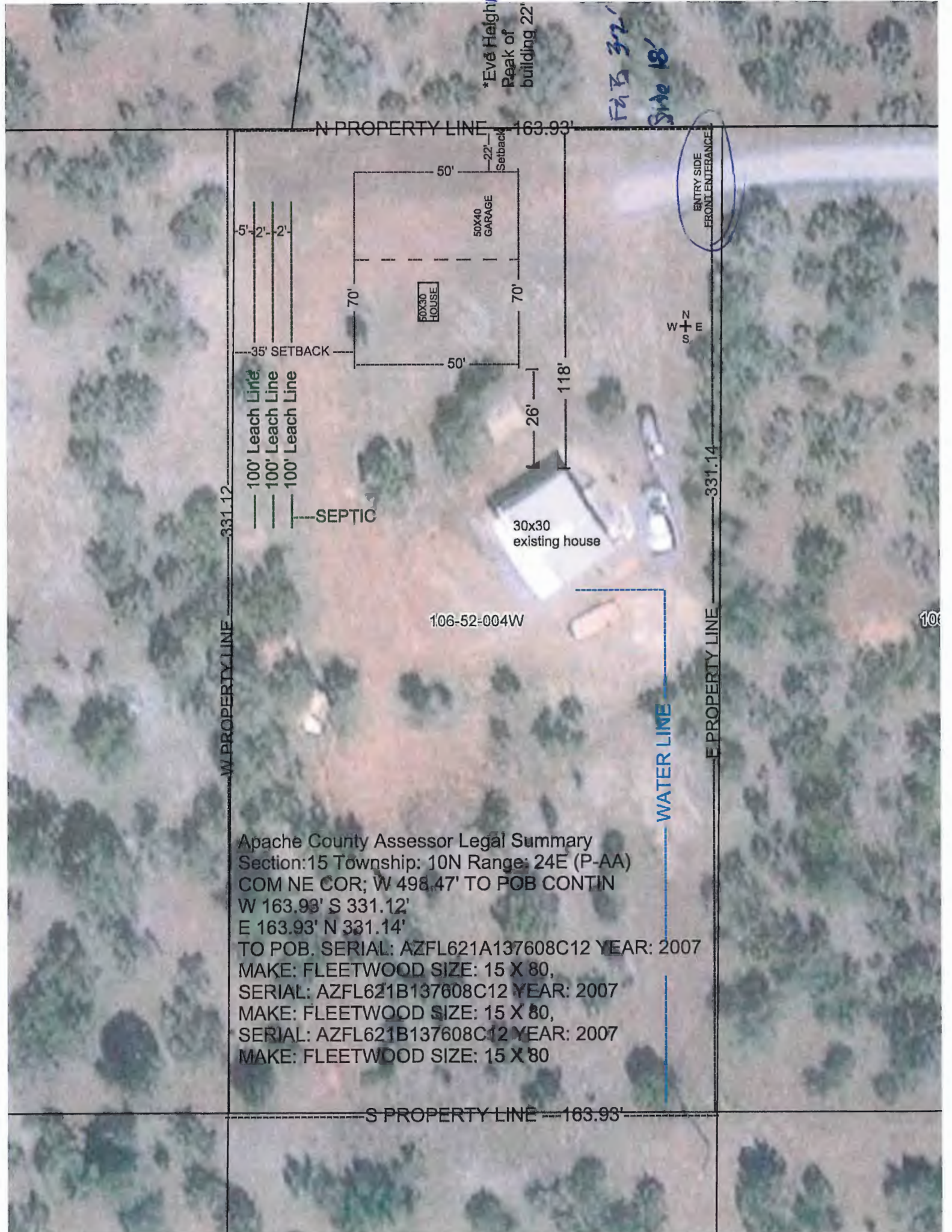
Conditional Use Permit Condition(s)

Name: Richard and Dana Smith

A.P.N. 106-52-004W

Permit #2025-15

1. Submit engineered building plans and drainage report prior to issuance of building permits.
2. Maintain compliance with stated use (primary dwelling and accessory suite).
3. Construction is to be started within 12 months.
4. No commercial activity permitted without additional approvals.



\*Eve Height  
Peak of  
building 22'

Fab 32'  
Side 18'

N PROPERTY LINE 163.93'

ENTRY SIDE  
FRONT ENTRANCE

5'-2'-2'

50' 22' Setback

50X40 GARRAGE

50X30 HOUSE

70'

70'

35' SETBACK

50'

118'



100' Leach Line  
100' Leach Line  
100' Leach Line

SEPTIC

30x30 existing house

106-52-004W

331.14

E PROPERTY LINE

WATER LINE

W PROPERTY LINE 331.12

Apache County Assessor Legal Summary  
Section:15 Township: 10N Range: 24E (P-AA)  
COM NE COR; W 498.47' TO POB CONTIN  
W 163.93' S 331.12'  
E 163.93' N 331.14'  
TO POB. SERIAL: AZFL621A137608C12 YEAR: 2007  
MAKE: FLEETWOOD SIZE: 15 X 80,  
SERIAL: AZFL621B137608C12 YEAR: 2007  
MAKE: FLEETWOOD SIZE: 15 X 80,  
SERIAL: AZFL621B137608C12 YEAR: 2007  
MAKE: FLEETWOOD SIZE: 15 X 80

S PROPERTY LINE 163.93'

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

Submitter's Name Apache County Emergency Management

Date/Signature: Heather Carnes 6/24/25

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 end the State of Emergency declared in response to the Greer Fire as firefighting efforts have concluded, hazards have been mitigation and public safety is restored- Effective July 1, 2025.

BOS Meeting Date: July 2025

---

**PRE-AGENDA ITEM REVIEW**

Legal Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

---

Finance Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

---

Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

---

Other Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

---

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

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

Submitter's Name: (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:

Superior Court: Discussion and possible approval of the Superior Court-Probation Reorganization

Proposal. The requested changes result in a savings in overall personnel costs and will not increase the FY26 budget.

BOS Meeting Date Requested: July 2, 2025

---

PRE-AGENDA ITEM REVIEW

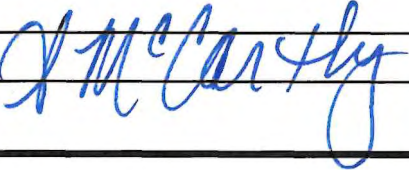
Legal Review: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

\_\_\_\_\_  
Finance Review: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

\_\_\_\_\_  
Human Resources Review: \_\_\_\_\_

\_\_\_\_\_  
Signature  \_\_\_\_\_

\_\_\_\_\_  
Other Review: \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_

---

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

# SUPERIOR COURT-PROBATION REORGANIZATION PROPOSAL

CURRENT				
Position	Range	Salary	Action	
Legacy Teen Cntr Region Dir/Court Administrator	68	\$ 91,419.24	ELIMINATE	
Director Probation Services	70	\$ 117,877.98	VACATE	
Auto and Field Train Dir	42	\$ 58,921.26	VACATE	
Court Administrator	55	\$ 58,133.00	ELIMINATE	
Legacy Teen Center Advisor	33	\$ 45,035.64	VACATE	
Assistant Director Juvenile Probation	57	\$ 59,678.20	VACATE	
Lead Investigator	37	\$ 49,108.98	VACATE	
LTC Manager	43	\$ 47,287.61	ELIMINATE	
Program Coord & Intake Supervisor	63	\$ 71,991.85	ELIMINATE	
Legacy Teen Center Regional Coordinator	44	\$ 61,629.90	ELIMINATE	
Administrative Coordinator	42	\$ 47,137.59	ELIMINATE	
Administrative Assistant III	34	\$ 44,284.14	VACATE	
Administrative Assistant I	26	\$ 30,598.00	VACATE	
Certified Court Security Officer	31	\$ 39,938.12	VACATE	
Administrative Coordinator	42	\$ 43,347.98	VACATE	
Court Teen Center Education Coordinator	44	\$ 51,470.11		
Judicial Administrative Assistant	42	\$ 48,052.38		
Assistant Director Adult Prob	57	\$ 73,987.62		
<b>TOTAL:</b>		<b>\$ 1,039,899.60</b>		

PROPOSED				
Action	Position	Range	Salary	
CREATE	Director of Probation & Court Operations	80	\$ 147,000.00	
CREATE	Deputy Court Administrator	55	\$ 70,000.00	
CREATE	LTC Manager - Lodge	46	\$ 62,696.57	
CREATE	LTC Manager/Intake Supervisor-Loft	46	\$ 62,696.57	
CREATE	Court & Probation Finance Coordinator	46	\$ 62,696.57	
CREATE	Pre-Trial Services Coordinator	44	\$ 52,360.94	
FILL	Surveillance Officer I	30	\$ 33,906.87	
FILL	Chief Security Officer	36	\$ 46,461.00	
<b>Additional Duties</b>				
	Court Teen Center Education Coordinator	44	\$ 62,696.57	
	Judicial Administrative Assistant	42	\$ 54,187.00	
	Assistant Director Adult Probation	57	\$ 91,289.00	
	Justice Court Coordinator	38	\$ 5,000.00	
	<b>TOTAL:</b>		<b>\$ 750,991.09</b>	

**TOTAL SAVINGS: \$ 288,908.51**

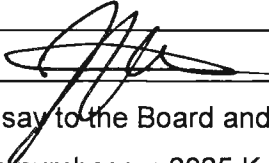
\*\*Totals do not include ERE's Savings

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

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

Apache County Engineering Dept

Date/Signature 6/11/2025



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 purchase a 2025 Kenworth T480 4,000 gallon water truck through Omnia contract # 212816 utilizing District 1 funds

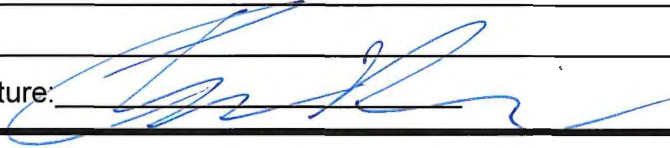
BOS Meeting Date Requested 7/1/2025

**PRE-AGENDA ITEM REVIEW**

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

Legal Review:

Signature:



Finance Review:

Signature:

Sh Chand 6/16/25

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed; item approved for Agenda.

Supervisor/Board Clerk's Initials



**EMPIRE TRUCK AND TRAILER**

840 N. 43rd Avenue  
 Phoenix, AZ 85009  
 602-627-5721 / Phone  
 602-627-5719 / Fax  
 www.empirecat.com

**Quote-Sales Order**

**Customer:**  
**Apache County**

**Date:** 06/04/25  
**Quote:** MS111623

**Contact:** John Harris  
**Phone:**  
**Fax:** -  
**Cell:** -  
**Email:** -

**Quote Expires:** 07/04/25  
**Est. Delivery Date:**  
**This Sale Is FOB:** Phoenix, AZ

**Stock #** T103391

<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
1	<b>New 2025 Kenworth T480 4000 Gallon Water Truck</b>		\$ 198,835.00
	<b>Vin# 2NK5LJ0X5SM183657</b>		
	See attached PDF File		
	Freight		\$ 3,500.00
			-
			-
			-

\_\_\_\_\_  
 John Harris  
 Apache County  
**Apache County**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Empire Truck and Trailer  
 Salesperson **Mike Shannon**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Empire Truck and Trailer  
 Approved

\_\_\_\_\_  
 Date

Order requires approval by manager of selling firm.

**Subtotal** \$ 202,335.00  
**Omnia Contract 212816-01 (5%)** \$ (9,941.75)  
**Trade-In Value** \$ -  
**State Sales Tax (8.3%)** \$ 15,968.64  
**Doc Fee** \$ -  
**Prep Fee** \$ -  
**License Fee** \$ -  
**Down Payment** \$0.00  
**Total** \$ 208,361.89



**EMPIRE**  
Since 1950

**CAT**

**Year:** 2025

**Model:** WATER TRK

**Hours:** 0.0

**Sales Price:** \$212,900.00

**Make:** KENWORTH

**Family:** ET&T TRUCKS

**Serial Number:** 2NK5LJ0X5SM183657

**ID Number:** T103391

## Photos



**EMPIRE**  
Since 1950

**CAT**

**Year:** 2025

**Model:** WATER TRK

**Hours:** 0.0

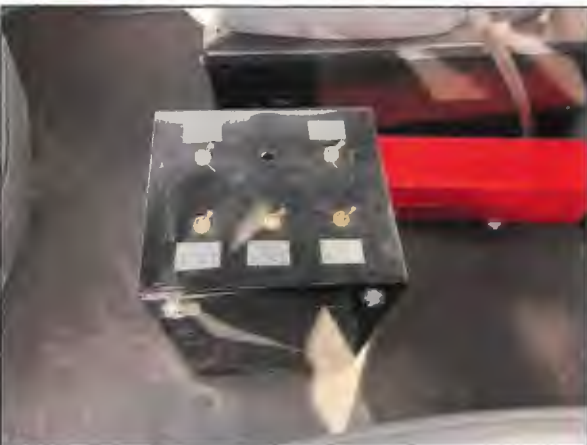
**Sales Price:** \$212,900.00

**Make:** KENWORTH

**Family:** ET&T TRUCKS

**Serial Number:** 2NK5LJ0X5SM183657

**ID Number:** T103391



This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms ([www.empire-cat.com/salesserviceterms](http://www.empire-cat.com/salesserviceterms)), which are incorporated into this quote. Client agrees that pricing is subject to adjustment in the event a manufacturer increases pricing due to changes in applicable tariffs, duties, or other governmental charges. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: 6/24/25 

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 grant Conexon Connect a Utility Easement going through  
County Properties 201-08-010 In Concho 106-39-006 In Vernon.

BOS Meeting Date Requested \_\_\_\_\_

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

Signature: Chris Pearce

Finance Review: \_\_\_\_\_

Signature: CBO

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials \_\_\_\_\_



Dear Property Owner,

Conexon Connect is proud to announce its plans to deliver high-speed internet to underserved communities, including yours, across northeast Arizona.

As one of the nation's leading rural broadband providers, our mission is connectivity – ensuring homes and businesses throughout rural communities have access to the life- and community-changing benefits of high-speed internet. This broadband project in your community will provide reliable high-speed access, connecting you to the same opportunities for education, employment, healthcare, and economic growth as residents in more urban areas.

Conexon Connect uses a very specific and efficient network architecture that follows the path of electricity, whether power is carried underground or overhead on poles. This efficient method enables us to offer reliable service at affordable rates. ***Because this process sometimes requires us to build adjacent to the road along existing electric easement corridors, we are writing with an important request.***

Within this packet, you will find materials related to granting Conexon Connect a communications easement to facilitate construction of our fiber network in your community. The communications easement, which is described in detail in the attached documents, will generally follow the existing electric easement on your property that runs immediately adjacent to the road.

Conexon Connect respectfully requests that you grant your permission for this installation by executing the attached easement in accordance with the attached instructions. Conexon Connect's designated agent, Linderlake Corporation, will coordinate this easement execution effort with you on our behalf.

We take pride in upholding our good neighbor philosophy and maintaining careful attention to detail in our build processes. Following execution of the communications easement, we will make every effort to inform you prior to commencing any fiber installation work on your property. We will strive to minimize any disruption during this work and leave your property the way we found it.

We appreciate your support as we work swiftly to deploy this much-needed service for your community.

Conexon Connect



**LINDERLAKE**  
CORPORATION

*Right of Way Acquisition Services*

350 Nursery Road  
Suite 4102  
Spring, TX 77380  
**Office:** 800.334.2451  
**Fax:** 708.478.7466

**EASEMENT EXECUTION INSTRUCTIONS**

**1. Review Enclosed Documents:**

- You should find:
  - A letter from Conexon Connect explaining the Fiber Project.
  - The Easement Document, which includes a signature page.
  - A return envelope which has been provided for your convenience.

**2. Confirm any recent Ownership Changes:**

- If there have been any recent changes in the ownership of the property, please contact us before proceeding.

**3. Sign the Easement Document:**

- Locate the signature page within the Easement Document.
- Sign the document in the presence of a notary public. *(We have an electronic notary available for your convenience; please get in touch with Susan Justice for details)*

**4. Return Executed Documents:**

- Place the signed and notarized Easement Document back into the provided return envelope.
- Drop the envelope off at your nearest post office or mailbox.
- Get ready to enjoy the benefits of Conexon Connect high-speed broadband service coming to your community!

If you should have any questions or concerns, please do not hesitate to contact Susan Justice, Project Supervisor or Elizabeth Cook, Project Manager, each of whom may be reached via the following contact information:

Susan Justice  
Right-of-Way Supervisor  
Cell: 606-793-0690  
sjustice@linderlake.com

Sincerely,

Elizabeth Cook  
Project Manager, Right-of-Way Division  
**LINDERLAKE CORPORATION**  
Office: (513) 599-7977  
Cell: (937) 242-2955  
ecook@linderlake.com

## **Frequently Asked Questions (FAQ)**

### **Conexon Connect Easements – Arizona**

#### **1. What is fiber easement?**

- a. An easement is a legal agreement that allows the fiber company (Conexon Connect) to install and maintain fiber optic cables on your property. It does not give ownership of the land but allows access for installation and maintenance of the fiber-optic cable.

#### **2. Why is fiber being installed in my area?**

- a. Fiber-optics provide faster, more reliable internet services. We are expanding this network to improve internet access and connectivity in your community.

#### **3. How will the easement impact my property?**

- a. We typically install our fiber cable in the space below the electrical wires on existing utility poles. We will not set new electrical poles on your property. In cases where we are unable to utilize the existing electrical poles, we may need to run the fiber-optic cabling a short distance underground to the next electrical pole.
- b. During the construction and installation process, there may be temporary disruptions to a small portion of your property. Once the fiber is installed, the land will be restored to its original condition.

#### **4. Will I be compensated for the easement?**

- a. Your land is currently under a public utility company easement. Compensation is generally not provided for easements related to infrastructure deployment that benefits the broader community. The easement Conexon is seeking from you to support the construction of a high-speed internet network, which also brings community-wide benefits, will be contained within the boundaries of this existing public utility company easement. In light of this, no compensation will be offered.

#### **5. What happens during installation?**

- a. Our team will use the safest and least disruptive installation methods possible, and you will be notified before work begins.

#### **6. What actions may need to be taken to ensure the maintenance of the easement?**

- a. We may be required to trim back brush and foliage within the easement during installation and occasionally thereafter but will do so as conservatively and cleanly as possible. Maintenance of this easement is essential for public safety and helps ensure the continued reliability of service.

#### **7. How long will the installation process take?**

- a. Installation times vary depending on the size and complexity of the area. We aim to complete work in each section in as timely a manner as possible.

#### **8. Will the fiber lines affect my existing utilities?**

- a. No, our team will locate and avoid existing utility lines during installation to prevent any interference or damage.

**9. Can I opt out of the easement?**

- a. Participation in the easement is generally required to allow for communitywide access to the fiber network. The easement ensures that the necessary infrastructure can be installed to benefit the entire area. If you choose to opt out, your neighbors may never gain access to fiber optic advanced internet services.

**10. Will I be notified before work begins?**

- a. Yes, we will provide advance notice before any work begins on your property, including a project timeline and contact information for any questions.

**11. What are the benefits of high-speed internet?**

- a. High-speed internet benefits individuals and communities by opening a world of possibilities for telehealth, remote employment, work collaboration and more. High-speed internet is no longer a luxury, but a necessity as connectivity becomes ever-more critical.

**PREPARED BY AND AFTER  
RECORDING, RETURN TO:**  
LINDERLAKE CORPORATION  
c/o Danny L. Cossich  
1899 Village Center Parkway, #1338  
Montgomery, Illinois. 60538  
**(708) 231-1606**

PARCEL: 106-39-006

### UTILITY EASEMENT

This "Utility Easement" is entered into and effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between, **APACHE COUNTY BOARD OF SUPERVISORS**, whose mailing address is **IN CARE OF BOARD OF SUPERVISORS, PO BOX 428, ST. JOHNS, ARIZONA 85936** successors and assigns (hereinafter called the "Grantor") and **CONEXON CONNECT LLC (FEIN #86-1256505), a Missouri Limited Liability Company**, whose mailing address is 2001 Grand Blvd., Suite 700, Kansas City, Missouri, 64108 its successors and assigns (hereinafter together called the "Grantee"). The Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto **the Grantee, an overhead communications utility easement, 20 feet in width**, over, above, across, through and under Grantor's land, together with the right to enter upon the land of the Grantor for the purposes of exercising any of the rights herein granted, said land being situated in the County of Apache, State of Arizona, recorded as document number 1988-097363 and more particularly described as follows:

Section: 18 Township: 10N Range: 25E W2 NE4 NW4; NW4 SE4 NW4

Easement Area: As depicted in Exhibit "A" attached hereto.

Grantee may place, construct, reconstruct, operate, repair, maintain, improve, mark, replace thereon, and remove therefrom, and in or upon all streets, roads or highways abutting said land, distribution devices, and other fixtures and appurtenances used or adopted for the purpose, upon, over, through, and across the surface of the land owned by the Grantor as defined by the utility easement. Together, also, with the right at any and all times to ingress and egress on adjacent lands of the Grantor to the Easement Area. The Grantee agrees to be responsible and pay for all damages to the Grantor's property and/or crops that have been caused by the construction and maintenance of said communication system.

The Grantor expressly reserves the use of the surface of said easement area, provided however, that no buildings, wire, line, conduit, storage, or any other structures, trees or bushes will be erected or placed in the Easement Area, or change the grade, fill or excavate within the Easement Area without the prior consent of Grantee.

Grantor covenants with the Grantee that the Grantor has good right to convey the rights and easements aforesaid in the manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore, the Grantor agrees to warrant and defend the same to the Grantee against all claims and demands whatsoever.

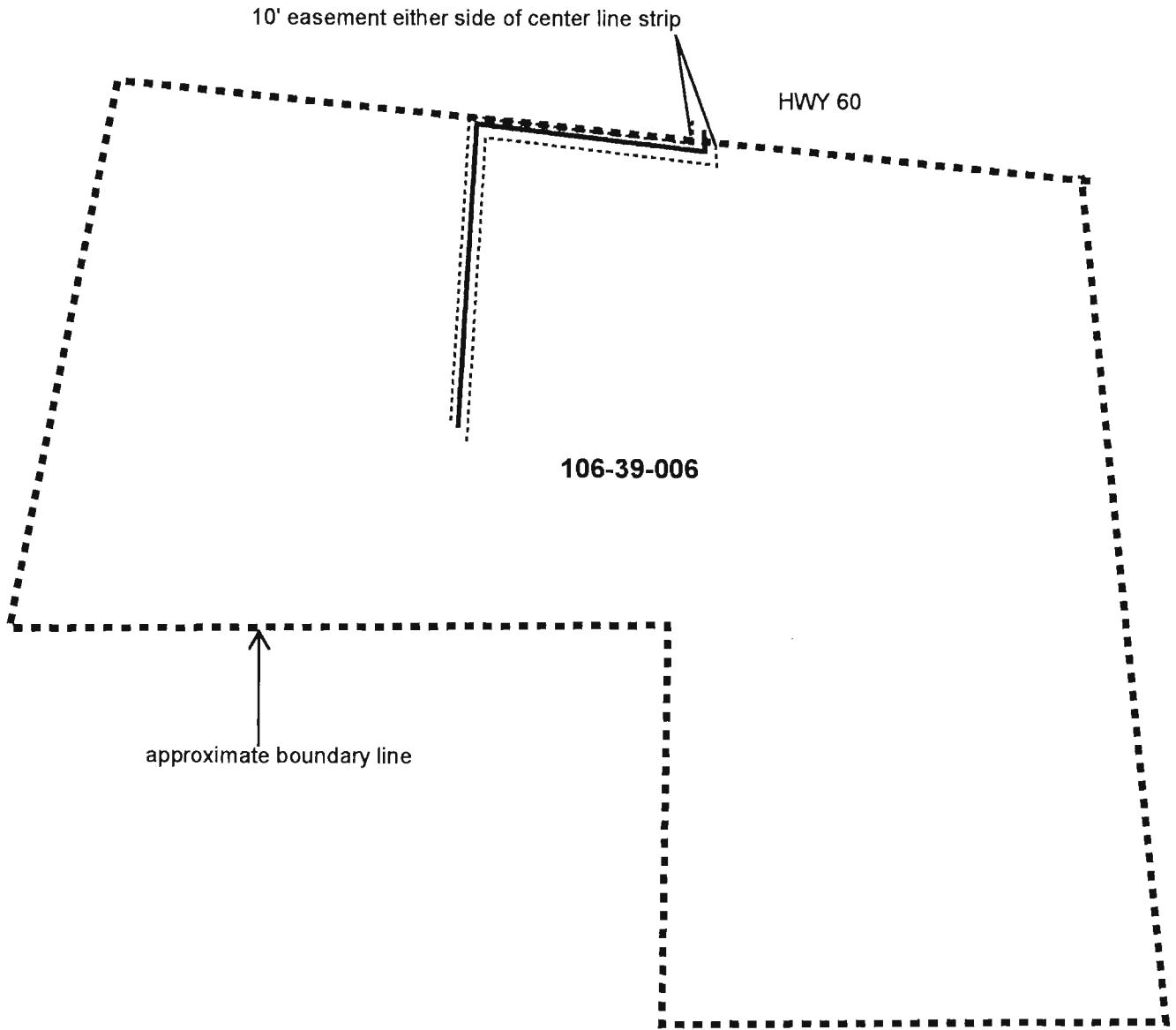
[SIGNATURES TO FOLLOW]



EXHIBIT "A" SKETCH

Apache County, AZ  
Apache County Board of Supervisors  
P.I.N.:106-39-006

BOUNDARY - - - - -  
STRIP 1 - - - - -



NOTE: THIS EXHIBIT IS INTENDED FOR GENERAL INFORMATION PURPOSES ONLY, AND IS NOT THE RESULT OF A CURRENT BOUNDARY SURVEY.

DATE:4/14/2025

US 60

106-39-008F

106-39-008G

106-39-006

106-39-008H

106-39-008J

106-39-008P

106-39-008Q

106-39-003D

106-39-008M

106-39-008N

106-39-003P

106-39-003Q

106-39-007E

**PREPARED BY AND AFTER  
RECORDING, RETURN TO:  
LINDERLAKE CORPORATION  
c/o Danny L. Cossich  
1899 Village Center Parkway, #1338  
Montgomery, Illinois. 60538  
(708) 231-1606**

PARCEL: 201-08-010

### UTILITY EASEMENT

This "Utility Easement" is entered into and effective on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between, **APACHE COUNTY**, whose mailing address is **PO BOX 428, ST. JOHNS, ARIZONA 85936** successors and assigns (hereinafter called the "Grantor") and **CONEXON CONNECT LLC (FEIN #86-1256505), a Missouri Limited Liability Company**, whose mailing address is 2001 Grand Blvd., Suite 700, Kansas City, Missouri, 64108 its successors and assigns (hereinafter together called the "Grantee"). The Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, **an overhead communications utility easement, 20 feet in width**, over, above, across, through and under Grantor's land, together with the right to enter upon the land of the Grantor for the purposes of exercising any of the rights herein granted, said land being situated in the County of Apache, State of Arizona, recorded as document number 1993-005751 and more particularly described as follows:

Section: 24 Township: 12N Range: 25E COM SE COR NLY1676.53'TO WLYR/WHWY61 NWLY 741.32' TO TANGENT CURVE, RADIUS 181.98' 0=250.9' SWLY 157.T TO POB SELY 25' NELY 50' SELY 140' SWLY 268' NWLY 450' NELY 218' SELY 310'TO POB

Easement Area: As depicted in Exhibit "A" attached hereto.

Grantee may place, construct, reconstruct, operate, repair, maintain, improve, mark, replace thereon, and remove therefrom, and in or upon all streets, roads or highways abutting said land, distribution devices, and other fixtures and appurtenances used or adopted for the purpose, upon, over, through, and across the surface of the land owned by the Grantor as defined by the utility easement. Together, also, with the right at any and all times to ingress and egress on adjacent lands of the Grantor to the Easement Area. The Grantee agrees to be responsible and pay for all damages to the Grantor's property and/or crops that have been caused by the construction and maintenance of said communication system.



The Grantor expressly reserves the use of the surface of said easement area, provided however, that no buildings, wire, line, conduit, storage, or any other structures, trees or bushes will be erected or placed in the Easement Area, or change the grade, fill or excavate within the Easement Area without the prior consent of Grantee.

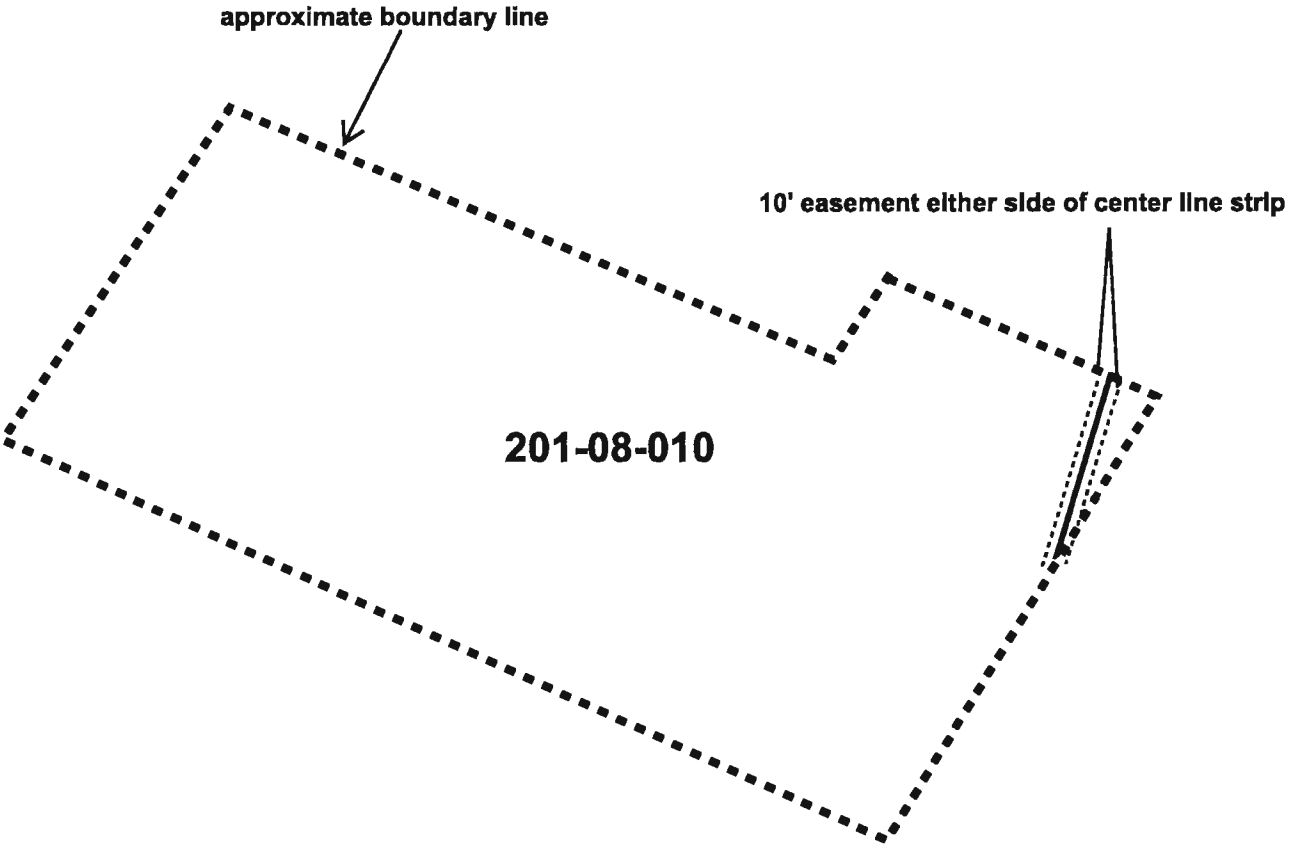
Grantor covenants with the Grantee that the Grantor has good right to convey the rights and easements aforesaid in the manner and form above written, and that the same are free from all encumbrances whatsoever, and furthermore, the Grantor agrees to warrant and defend the same to the Grantee against all claims and demands whatsoever.

[SIGNATURES TO FOLLOW]



EXHIBIT "A" SKETCH  
Apache County, AZ  
Apache County  
P.I.N.: 201-08-010

BOUNDARY   
STRIP 1 



**NOTE: THIS EXHIBIT IS INTENDED FOR GENERAL INFORMATION PURPOSES ONLY, AND IS NOT THE RESULT OF A CURRENT BOUNDARY SURVEY.**

**DATE: 5/9/2025**

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

6/19/2025

Submitter's Name Apache County Emergency Management

Date/Signature: 6/19/2025 Heather Lamas

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

Discussion and possible approval of an amendment to Intergovernmental Agreement CTR068538 Apache County Medical Reserve Corps State, Territory and Tribal Nations, Representative Organizations for Next Generations (MRC STSTRONG) extending the end date to May 31, 2028.

BOS Meeting Date: July 2025

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature: 

Check if item does not require review

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

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



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
OFFICE OF PROCUREMENT**  
150 N. 18<sup>th</sup> Ave., Suite 530  
Phoenix, Arizona 85007

CONTRACT NO.:  
CTR068538

IGA AMENDMENT NO: 1

PROCUREMENT  
OFFICER:  
**Hana Hehman**

**APACHE COUNTY MEDICAL RESERVE CORPS STATE, TERRITORY AND  
TRIBAL NATIONS, REPRESENTATIVE ORGANIZATIONS FOR NEXT GENERATION (MRC  
STTRONG)**

Effective June 1, 2025 it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Four (4), subsection 4.2 Contract Renewal, the Contract is hereby extended through May 31, 2028.

**All other provisions of this agreement remain unchanged.**

**Apache County Emergency Management and Preparedness**

Contractor Name:

P.O. Box 428, 245 W. 1<sup>st</sup> South St.

Authorized Signature

Address:

Print Name

St. Johns

AZ

85936

City

State

Zip

Title and Date

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

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

State of Arizona

Signature

Date

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Print Name

Procurement Officer

Contract No.: CTR068538, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

AG-2021-01-01

Submitter's Name Apache County Emergency Management

Date/Signature: 6/10/25 Heather Lamas


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 Agreement No. EV25-0069, between the State of Arizona Department of Environmental Quality (ADEQ) and the Apache County Emergency Management to allow ADEQ to fund and administer an air quality sensor loan to Apache County. The sensor will be utilized as needed for air quality monitoring related to smoke from prescribed fire and/or wildfire.

BOS Meeting Date: July 2025

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 \_\_\_\_\_

**AGREEMENT**

**NO. EV25-0069**

**between the**

**APACHE COUNTY EMERGENCY MANAGEMENT**

**and the**

**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**

WHEREAS, THIS AGREEMENT is between the STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY [hereinafter referred to as the "Department" or "ADEQ"], authorized to contract pursuant to A.R.S. § 49-104(B), and the APACHE COUNTY EMERGENCY MANAGEMENT [hereinafter referred to as the "County"].

THEREFORE, ADEQ and the County agree to the terms contained in this Agreement.

**I. PURPOSE AND SCOPE OF AGREEMENT**

The purpose of this Agreement is to fund and administer an air quality sensor loan to the County pursuant to A.R.S. § 49-424. This sensor shall be utilized as needed for air quality monitoring related to smoke from prescribed fire and/or wildfire.

This written Agreement includes all terms in this document and any modifications approved in accordance herewith.

**II. TERM OF AGREEMENT, MODIFICATION, TERMINATION, AND INTEGRATION**

- A. This Agreement shall be effective upon the date of the last signature and shall terminate on two years from the effective date, contingent upon funding.
- B. The Agreement may be modified or renegotiated for additional periods upon mutual written agreement by ADEQ and the County, by formal contract amendment executed with the same formalities as this Agreement.
- C. Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The notice shall specify the effective date of termination.
- D. This Agreement constitutes the entire Agreement between the parties and supersedes all other prior understandings, whether oral or written.

**III. DESCRIPTION OF SERVICES**

- A. ADEQ shall:
  - 1. Provide one (1) PurpleAir Sensor on loan to the County; and Provide technical support and training.
- B. The County shall:

1. Provide resources to deploy and operate the PurpleAir Sensor;
2. Determine local needs and deploy as needed;
3. Connect the PurpleAir Sensor to the manufacturer's cloud-based map to provide data and information regarding air quality that is accessible to ADEQ and the public; and
4. Return (1) PurpleAir Sensor to ADEQ.

**IV. REPORTING REQUIREMENTS**

The County shall report when the sensor is being deployed and the location of the sensor annually. This will be done with a picture of the sensor sent via email as specified in paragraph IX of this Agreement.

**V. APPLICABLE LAW**

- A. This Contract shall be governed by and construed in accordance with Arizona Revised Statutes Title 49 and other laws and regulations of the State of Arizona as applicable, including the Arizona Procurement Code at A.R.S. § 41-2501 *et. seq.* and administrative rules and regulations A.A.C. R2-7-101 *et. seq.*
- B. In the event of any judicial proceeding related to this Agreement or any unauthorized Subcontract the parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).
- C. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**VI. NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of ADEQ under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADEQ at the end of the period for which funds are available. No liability shall accrue to ADEQ in the event this provision is exercised, and ADEQ shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**VII. CONFLICT OF INTEREST**

In accordance with A.R.S. § 38-511, ADEQ may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADEQ, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

**VIII. NONDISCRIMINATION**

All Parties shall comply with all existing federal, state, and local laws, rules, policies, or executive orders, including the Americans with Disabilities Act and State of Arizona Executive Order 2023-1, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious

affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.

**IX. NOTICES**

County shall address all notices relative to this Agreement to ADEQ:

Bradley Busby  
Arizona Department of Environmental Quality  
1110 West Washington Street  
Phoenix, AZ 85007  
Email: busby.bradley@azdeq.gov

ADEQ shall address all notices relative to this Agreement to:

Haley Nicoll  
Grant Manager  
Apache County Emergency Management  
245 West 1st South Street  
St. Johns, AZ 85936  
Email: hnicoll@apachecountyaz.gov

**X. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

**XI. SEVERABILITY**

In the event that any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

ARIZONA DEPARTMENT OF  
ENVIRONMENTAL QUALITY

APACHE COUNTY EMERGENCY  
MANAGEMENT

\_\_\_\_\_  
Name: Daniel Czecholinski      Date:  
Title: Air Quality Director  
Arizona Department of Environmental Quality

\_\_\_\_\_  
Name: Haley Nicoll      Date:  
Title: Grant Manager  
Apache County Emergency Management

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Date/Time Stamp

Submitter's Name Apache County Emergency Management

Date/Signature: 6/11/25 Heather Laman

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

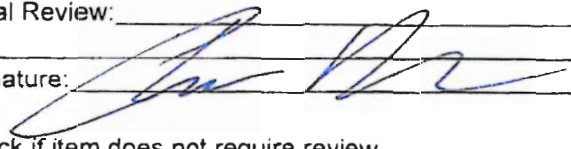
Discussion and possible approval of the Disaster Assistance Agreement for State Declared Disasters between the Department of Emergency Management, State of Arizona ("Division"), and Apache County ("Applicant").

This Agreement shall apply to all assistance funds from provided by the Division to the Applicant as a result of SD2502-GREER FIRE, which occurred May 13, 2025 to May 26, 2025, and pursuant to the Governor's Declaration of Emergency on May 17, 2025.

BOS Meeting Date: July 2025

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 \_\_\_\_\_

**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

This Agreement (“Agreement”) between the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona (“Division”), and APACHE COUNTY (“Applicant”) shall be effective on the date signed by both parties. This Agreement shall apply to all assistance funds provided by the Division to the Applicant as a result of SD2502 – GREER FIRE, which occurred MAY 13, 2025 TO MAY 26, 2025, and pursuant to the Governor's Declaration of Emergency on MAY 17, 2025.

By signing this Agreement on behalf of Applicant, the person signing represents that he/she is an Authorized Representative of the Applicant, and certifies and agrees on behalf of the Applicant that:

1. The person signing below on behalf of Applicant has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant is an eligible applicant as defined in Arizona Administrative Code (“AAC”) R8-2-301(2).
3. Any change to the Applicant’s Authorized Representative or the Authorized Representative’s contact information must be provided to Division in writing.
4. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving disaster assistance from the Division. The Division does not manage or take responsibility for the Applicant’s projects, and monitors projects (with regard to program eligibility and other requirements) only in order to protect the Division’s interests.
5. The Applicant understands this is a reimbursement program and the Applicant generally must expend its own funds for an approved project prior to being reimbursed. All requests for an advance of funds must meet the standards set forth in AAC R8-2-315 and be made in writing, and shall be signed by the Applicant's Authorized Representative and forwarded to the Director of the Division (the “Director”). The Director shall assess a request for an advance to determine whether the request is reasonable and for eligible work that has been completed. The Director may grant a request for an advance for work not completed only if the Applicant has demonstrated that the work cannot be completed without an advance. The amount of an advance will be based upon damage assessment, eligible costs to date and the estimated eligible costs for the next 60-day period. AAC R8-2-315. Requests for an advance of funds may be granted in the Director’s sole discretion. The contents of an application shall comply with all requirements of AAC R8-2-302 to 304 and all other applicable Arizona law. Applications must be submitted timely as provided in AAC R8-2-309 and in this Agreement. The amount of all payments (including both reimbursements and advances) made by the Division to the Applicant under this Agreement will be based upon damage assessment, eligible expenditures to date, the requirements of AAC R8-2-308, 312 and 313, all other applicable Arizona law, and the terms of this Agreement. Subject to the foregoing requirements, partial payments may be processed as work is

**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

completed and costs expended. Final payment can be made only after all work is completed, the work has been inspected by the Division, and claimed costs have been audited as provided by AAC R8-2-316 and 318 and other applicable Arizona law.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds as directed by the Division to ensure compliance with the requirements set forth in AAC R8-2-301 *et seq.* Pursuant to AAC R8-2-310 and R8-2-318, the Applicant shall retain and make available to the Division all financial and program documentation for a minimum of three years. The Division will notify the Applicant, via the Applicant's Authorized Representative, as to when the three year retention begins. Pursuant to ARS 35-214 and 215 and AAC R8-2-318, the Applicant shall include in all contracts with all contractors requirements that (a) all of the contractor's books, accounts, reports, and other records relating to the contract shall be retained by the contractor and shall be subject to inspection and audit by the Division for five years after completion of the contractor's contract, and (b) the contractor shall include in all contracts with all subcontractors and materialmen (and shall require all contractor's subcontractors and materialmen to include in their contracts with their subcontractors and materialmen) the requirement that all of the subcontractor/materialman's books, accounts, reports, and other records relating to the subcontract shall be retained by the subcontractor/materialman and shall be subject to inspection and audit by the Division for five years after completion of the contractor's contract.
7. The Applicant shall cooperate with Division personnel in performing interim monitoring and final inspections and audits relating to the project, the project site, and all related documents. per AAC R8-2-301(1); R8-2-310; R8-2-311(B)(2); R8-2-316; and other applicable law.
8. Regardless of whether or not the Applicant is otherwise exempt from complying with such standards, the Applicant shall comply with and shall ensure that all projects undertaken under this Agreement comply with, all applicable federal and Arizona law (including but not limited to the Arizona Procurement Code [ARS §42-2501 *et seq.*] and AAC R8-2-317) and all current codes and standards, including but not limited to local fire, building, construction, and other similar codes.
9. The Applicant shall comply with any mitigation requirements approved by the Division for repair or replacement projects subject to repeated damages from flooding or other hazards, pursuant to AAC R8-2-314 and all other applicable law.
10. This Agreement shall be construed in accordance with the laws of the State of Arizona. Any litigation regarding this Agreement shall be brought in the Superior Court of Arizona for Maricopa County.
11. The Applicant shall comply with provisions of the Hatch Act (5 USC 7321 *et seq.*) limiting the political activities of state and local public employees.
12. The Applicant must comply, as applicable, with provisions of the Davis-Bacon Act (40

**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

USC 3141 *et seq.*) relating to labor standards.

13. The Applicant shall comply with the flood insurance purchase requirements which may be required by the Arizona Department of Water Resources Floodplain Management Program.
14. If (a) the Applicant is authorized under the Arizona Revised Statutes to enter into a particular "cost-plus-percentage-of-cost contract" notwithstanding ARS § 41-2544, and (b) the Applicant seeks payment of any costs incurred under such contract pursuant to this Agreement, then pursuant to AAC R8-2-313(C)(7), payment of such costs under this Agreement may occur only if the Director determines in writing that the performance of immediate emergency work would be unduly delayed and would likely result in an imminent hazard to health or safety, in which case the Director may authorize an exception in writing. The Applicant may enter into a "cost-reimbursement contract" as defined in ARS § 41-2531 for work to be paid for in whole or in part with funds provided under this Agreement only if the Division determines in advance and in writing that such contract is likely to be less costly than any other type or that it is impracticable to obtain the materials, services or construction required except under such a contract.
15. The Applicant shall not enter into contracts for which payment is contingent upon approval of project or receipt of funds from the Division, including but not limited to funds obtained under this Agreement.
16. In accordance with AAC R8-2-313(B)(10) (excepting as may comply with applicable State law), the Applicant shall not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
17. The Applicant shall comply with cost sharing requirements for State disaster assistance; specifically, that assistance from the Division is limited to 75% of total eligible costs, as provided by Arizona law, including AAC R8-2-306(C) and R8-2-308.
18. The Applicant shall use disaster assistance funds provided under this Agreement solely for the purposes for which these funds are provided and as approved by the Division.
19. The Applicant shall return to the Division, within two months of such request by the Division, any funds not supported by audit or other Division review of documentation maintained by the Applicant as provided by Arizona law, including AAC R8-2-319.
20. The Applicant understands and will abide by the following time limits set by the AAC:
  - A. The date shown to the right is the date by which, pursuant to AAC R8-2-309(C), the Applicant must submit to the Division a written list identifying all damages attributed to the declared disaster within 60 days of the date of the Governor's Declaration (the "60-Day List"); any damages identified by the Applicant to the

07/28/2025

**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

Division after the 60 days will not be considered for reimbursement under the declared event. The 60-Day List shall be signed by authorized representatives of both the Applicant and the Division within 60 days of the Governor's Declaration; the Division shall retain the right to determine the eligibility of any item on the 60-Day List even after the Applicant and Division representatives have signed the 60-Day List, but the Applicant shall not be allowed to add any new items to the 60-Day List after the date shown to the right.

- B. The date shown to the right is six months from the date of the Governor's Declaration and is the date by which, pursuant to AAC R8-2-309(B), the Applicant must begin work on all Emergency Work (eligible work that is performed to reduce or eliminate and immediate threat to life, protect public health and safety, and/or to protect improved property that is threatened in a significant way as a result of the disaster) to be funded in whole or in part through this Agreement. If the Applicant has not begun this work within this time, the Division may demand the return of funds provided under this Agreement and/or withdraw further funding. 11/17/2025
- C. The date shown to the right is six months from the date of the Governor's Declaration and is the date by which, pursuant to AAC R8-2-309(D), the Applicant must provide to the Division all information necessary for the Division's accurate development, review, and approval of project work identified pursuant to AAC R8-2-309(B). Also pursuant to AAC R8-2-309(D), any such information not provided by the Applicant to the Division by this date will not be considered by the Division in determining eligible costs reimbursable under the declared event, with the sole exception of information relating to hidden damages that are discovered only after the work in question has been begun. 11/17/2025
- D. The date shown to the right is twelve months from the Governor's Declaration and is the date by which, pursuant to AAC R8-2-309(B), the Applicant must begin work on all Permanent Work (including [i] work required to restore a damaged facility, through repair or restoration, to its pre-disaster design, function, and capacity in accordance with applicable codes and standards; [ii] improvements approved by the Division pursuant to AAC R8-2-314; and [iii] mitigation of future damages approved by the Division pursuant to AAC R8-2-314, with mitigation defined as any sustained action taken to reduce 05/17/2025

**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

or eliminate long-term risk to human life and property from a hazard event) to be funded in whole or in part through this Agreement. If the Applicant has not begun this work within this time, the Division may demand the return of funds provided under this Agreement and/or withdraw further funding.

21. Pursuant to AAC R8-2-309, following a disaster proclamation from the Governor, the Division shall establish reasonable work completion time limits. Accordingly, the Applicant understands and will abide by the following time limits set by the Division:

A. The date shown to the right is the date by which all Emergency Work must be completed. If the Emergency Work has not been completed within this time, as a condition of receiving any further funds under this Agreement, the Applicant must submit to the Division (and have granted by the Division in writing) a written request made in accordance with AAC R8-2-309 for an extension of time, which request must show good cause for the requested extension, and must include (a) a timeline for project completion, and (b) all information and documentation necessary for the Division to evaluate Applicant's claim of extenuating circumstances and/or unusual requirements supporting the request. A second extension request will be considered only if there are extenuating circumstances outside the Applicant's ability to control and/or the work in question is near completion. The granting of any extension(s) is within the Division's sole discretion. 11/17/2025

B. The date shown to the right is the date by which all Permanent Work must be completed. If the Permanent Work has not been completed within this time, as a condition of receiving any further funds under this Agreement, the Applicant must submit to the Division (and have granted by the Division in writing) a written request made in accordance with AAC R8-2-309 for an extension of time, which request must show good cause for the requested extension, and must include (a) a timeline for project completion, and (b) all information and documentation necessary for the Division to evaluate Applicant's claim of extenuating circumstances and/or unusual requirements supporting the request. A second extension request will be considered only if there are extenuating circumstances outside the Applicant's ability 05/17/2026

to control and/or the work in question is near completion. The granting of any extension(s) is within the Division's sole

**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

discretion.

22. None of the provisions of the Agreement may be waived, changed, or altered, except as expressly stated in a writing signed by authorized representatives of both the Applicant and the Division. Not enforcing a particular provision at a particular time is not a waiver of the right to enforce that provision subsequently.
23. Pursuant to ARS 35-154, every payment obligation of the Division under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Division at the end of the period for which funds are available. No liability shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
24. The Applicant and the Division shall direct all communications to each other to the persons designated below; any change in the contact information provided below must be made in a writing provided to the other party and shall not go into effect until such written notice has been provided to the other party:

For the Applicant, the Applicant's Authorized Representative/other Authorized Representative:

Brian Hounshell  
Director of Emergency Management  
PO Box 428  
St Johns, AZ 85936

For the Division:

John Mure  
Program Manager  
Emergency Management/Public Assistance Branch  
Arizona Department of Emergency and Military Affairs (DEMA/EM)  
5636 E. McDowell Rd. Bldg# T5516  
Phoenix, AZ 85008  
(desk) 602-464-6499  
Public.Assistance@azdema.gov

25. The requirements of ARS § 38-511 apply to this Agreement. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that party is, at any time while this Agreement or any extension is in effect, an employee, agent or

**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

consultant of the other party with respect to the subject matter of this Agreement.

26. Applicant shall comply with Arizona Executive Order 2009-9.
27. Pursuant to ARS 35-393.0.1, a public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. However, the parties recognize that the U.S. District Court for the District of Arizona has entered an injunction barring enforcement of this statute in *Mikkel Jordahl, et al., v. Mark Brnovich, et al.*, No. CV-17-08263-PCT-DJH, and unless and until the District Court's injunction is stayed or lifted, A.R.S. 35-393.01 is unenforceable and neither party can take any action to enforce it.
28. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes.
29. Each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee, and are caused by the act, violation of applicable law, rule, regulation or order, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, invitees, or volunteers.
30. The Applicant shall submit quarterly financial status reports to the Division until the grant ends. Reports are due on October 15 (for the quarter ending the prior September 30); January 15 (for the quarter ending the prior December 31); April 15 (for the quarter ending the prior March 31); and July 15 (for the quarter ending the prior June 30). This initial report may be waived with the express written consent of the Division's Program Manager. Applicant shall further provide the Division with copies of all quarterly, closeout, and all other information as may be required by the Division.
31. Applicant shall submit a final financial status report, any required performance reports, a request to close the program (and any other forms and certifications requested by the Division) to the Division within 90 days of completion of grant activities.
32. Applicant shall ensure in its contracts with any contractors it may hire using any funds provided under this Agreement that such contractors (and any subcontractors or materialmen hired directly or indirectly by or through such contractors) shall be obligated by contract to comply with all applicable State and federal laws and regulations, including but not limited to Arizona Executive Order 2009-9 and ARS §§ 12-1518; 35-154; 35-214 and 215; 38-511; and 41-4401.
33. Applicant shall (i) initiate cash draw-downs only when actually needed for its

**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

disbursement; (ii) make timely financial reporting per Division requirements, using the SF269 or equivalent report; and (iii) impose the same standards of timing and amount upon any secondary recipient, and/or Applicant's contractors and their subcontractors.

- 34. Applicant assigns to the Division any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Applicant toward fulfillment of this Agreement.
- 35. Any and all cost overruns must be presented to the Division in writing and must be approved by the Division in writing as a condition of reimbursement.
- 36. The Applicant accepts full financial responsibility for all work and/or costs for which funding is not approved by the Division.
- 37. This Agreement shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.
- 38. This Agreement supersedes and replaces all prior disaster assistance agreements, if any, entered into between Applicant and the Division relating to SD2502- GREER FIRE.
- 39. The file number for this Governor's Proclamation is Activity Code SD2502.

Applicant:

Brian Hounshell  
Applicant's Authorized  
Representative/Other Authorized  
Representative

\_\_\_\_\_  
Signature

Director of Emergency Management  
Title

\_\_\_\_\_  
Date

Division:

Gabriel Lavine  
Name of Division Representative

\_\_\_\_\_  
Signature

Director of the Division of Emergency  
Mangement  
Title

\_\_\_\_\_  
Date

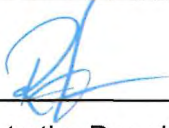
**DISASTER ASSISTANCE AGREEMENT FOR STATE DECLARED DISASTERS  
(Political Subdivision)**

7942842.1

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

Submitter's Name: Apache County Sheriff's Office

Date/Signature: June 24, 2025



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

Discussion and possible approval of an Emergency Facilities and Land Use Agreement between the USDA Forest Service and Apache County during the Greer Fire beginning 5/14/2024 and ending at the end of the incident.

BOS Meeting Date Requested July 1, 2025

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 \_\_\_\_\_

**EMERGENCY FACILITIES & LAND USE AGREEMENT**

rev. 04/2025

<p><b>INCIDENT AGENCY</b> (name, address, phone number)                  USDA FOREST SERVICE                  AT INCIDENT MANAGEMENT SUPPORT BRANCH (AIMS)                  26 FORT MISSOULA RD                  MISSOULA, MT 59804</p> <p>POC: VERONIKA RANSFER 470-586-1644 VERONIKA.RANSFER@USDA.GOV</p>	<p align="center">Page 1 of 3  <b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS                  RELATING TO THIS AGREEMENT</b>                  AGREEMENT NUMBER:                  1202RZ25K4054</p>
<p><b>OWNER</b> (name, address, phone number-include day/night/cell)                  APACHE COUNTY                  75 W CLEVELAND                  SAINT JOHNS, AZ 85936-4699</p> <p>POINT OF CONTACT (if applicable): LANNY SHERRILL 928-245-5552                  EMAIL: <a href="mailto:dwallace@co.apache.az.us">dwallace@co.apache.az.us</a>                  PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above, or _____                  UEI: DJ1FMTLJL4V6                  REGISTERED IN SAM.GOV: <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No, Vendor Code                  Information Worksheet attached                  EIN/SSN (only if not in SAM): _____                  County: APACHE State: AZ Township: _____ Range: _____ Section: _____</p>	<p><b>EFFECTIVE DATES</b>                  a. beginning: 05/14/2025      b. ending: END OF INCIDENT</p> <p>INCIDENT NAME: <u>GREER</u></p> <p>INCIDENT NUMBER: <u>AZ-ASF-000213</u></p> <p>RESOURCE ORDER NUMBER: <u>S-27</u></p>
<p><b>TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):</b>  <input type="checkbox"/> SMALL BUSINESS    <input type="checkbox"/> LARGE BUSINESS    <input type="checkbox"/> SMALL DISADVANTAGED OWNED    <input type="checkbox"/> WOMEN OWNED    <input type="checkbox"/> HUBZONE  <input type="checkbox"/> SERVICE DISABLED VETERAN    <input type="checkbox"/> PUBLIC ENTITY    <input type="checkbox"/> GOVERNMENT    <input checked="" type="checkbox"/> OTHER</p>	
<p>The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as <u>ICP/SPIKE</u>.</p>	
<p><b>DESCRIPTION OF LAND/FACILITIES:</b> Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)</p>	
<p><b>LOCATION:</b>                  RODEO GROUNDS, US-180 SPRINGERVILLE, AZ 85938                  15 ACRES</p>	
<p><b>DESCRIPTION:</b>                  USE OF THE FULL RODEO GROUNDS PROPERTY TO INCLUDE:</p> <ul style="list-style-type: none"> <li>- BLUE METAL BUILDING</li> <li>- VEHICLE PARKING</li> <li>- ELECTRICITY, WATER, ROADS</li> <li>- 1 CLASSROOM, 2 RESTROOMS W/ TOILET SUPPLIES</li> </ul> <p>*SEE PHOTOS ATTACHED</p>	
<p><b>RATE:</b> For each day that the land/facilities are used, the Government will pay the rate of <u>or as indicated below</u>. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be <u>\$0.00</u>, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed <u>\$25,000.00</u>. Payment shall be in accordance with the incident Agency payment procedures.</p> <p>Rate breakout: <u>\$100.00 DAILY</u></p>	
<p>Note: All restoration details are outlined on page 2 of this agreement.</p> <p><b>UTILITIES AND SERVICES:</b>  <input checked="" type="checkbox"/> The above rate includes utility charges for the following:    <input type="checkbox"/> DIESEL    <input type="checkbox"/> GAS    <input checked="" type="checkbox"/> ELECTRICITY    <input checked="" type="checkbox"/> WATER    <input checked="" type="checkbox"/> TOILET SUPPLIES    <input type="checkbox"/> JANITORIAL SERVICES &amp; SUPPLIES    <input type="checkbox"/> TRASH REMOVAL    <input type="checkbox"/> SEPTIC SERVICE    <input type="checkbox"/> EXISTING TELECOMMUNICATIONS  <input type="checkbox"/> The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____</p>	

**RESTORATION:** Restoration beyond ordinary wear and tear.

- Restoration costs have been pre-negotiated. The Government restoration of land/facilities includes:
  - Work to be performed: \_\_\_\_\_
  - OR
  - A one-time payment of \_\_\_\_\_ to cover the restoration associated with this agreement.
- No restoration costs have been pre-negotiated for this agreement. Restoration above ordinary wear and tear and associated with the performance of the agreement will be assessed upon completion of the agreement. Request for restoration shall be submitted in writing to the contracting officer.

**ALTERATIONS:** The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

**ORAL STATEMENTS:** Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

**ORDINARY WEAR AND TEAR:** Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

**CONDITION REPORTS:** A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

**OTHER:** Describe in detail: N/A.

**TERMS AND CONDITIONS:** See attachment.

**INSURANCE/ INDEMINIFICATION:** The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the APACHE COUNTY, from any and all claims, liabilities, losses, damages, charges, etc. The APACHE COUNTY does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The APACHE COUNTY will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

**CHECKLIST(s):** See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

**FEDERAL ACQUISITION REGULATION CLAUSES:**

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov/](http://www.acquisition.gov/)

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (JAN 2025)(DEVIATION FEB 2025)

FAR 52.222-3 Convict Labor (June 2003)

FAR 52.232-1 Payments (APR 1984)

FAR 52.232-11 Extras (APR 1984)

FAR 52.232-17 Interest (MAY 2014)

FAR 52.232-25 Prompt Payment (JAN 2017)

FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)

FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)

**Loss, Damage or Destruction:** The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER:		ANNIE PROUT-GARCIA	
EMAIL:		CONTRACTING OFFICER	
		PHONE NUMBER: 530-559-4151	
		EMAIL: ANNIE.PROUT-GARCIA@USDA.GOV	







<b>RESOURCE ORDER</b>		<b>Initial Date/Time</b>		<b>2. Incident / Project Name</b>				<b>3. Incident / Project</b>		<b>Financial Codes</b>	
<b>SUPPLY</b>		05-13-2025 1047 PNT		<b>Greer</b>				<b>AZ-ASF-000213</b>		P3 S14J (0301) [P]	
<b>5. Descriptive Location</b>		<b>6. TWN</b>		<b>RNG</b>		<b>SEC</b>		<b>8. Incident Base / Phone Number</b>		<b>9. Jurisdiction / Agency</b>	
Greer AZ-ASF-000213								24 Hour Phone AZ-SDC 928-333-6360 Main Incoming (928) 333-6360 E-Mail azsdc@firenet.gov Fax (928) 333-5966		Apache-Sitgreaves National Forest	
		<b>LAT.</b>		<b>LONG.</b>		<b>10. Ordering Office</b>					
		34° 01' 20" N		109° 27' 13" W		Springerville Interagency Dispatch Center					

11. Aircraft Information				Assigned Frequency	Reload Base	Other Aircraft / Hazards
Bearing	Distance	VOR	Contact Name	Frequency Type		
NaN*	3952	NL				
NaN*	3953	ZYT				
NaN*	3955	YYT				

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
S-27	2025-05-14 1311 MST	AZSDC - Overhead 928-333-6298	AZ-SDC	1	Service - Land Rental	2025-05-14 1100 MST	Greer ICP	AZ-SDC	AZ-SDC	Invalid date		Pending		FILLED BY APACHE COUNTY AG# 12028/25K.105.1			
<b>Travel Mode</b>		<b>Financial Code</b>		<b>Named Request</b>	<b>Special Needs</b>												
G		P3 S14J (0301)		EERA for Apache County, Camp, Rodeo Grounds, Apache CO POC Lanny Sherrill, 928-245-5552	GM T3002 AIMS EERA for Apache County, Camp, Rodeo Grounds, Apache CO POC												
					<b>Navigation/Reporting Instructions</b>												
					Incident Jetport(s): ABQ*												

13. User Documentation		Entered By
Req. No.	Documentation	
S-27	sent to AIMS	christinaivanoff 2025-05-14 1319 MST

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Attorney

Date/Signature:  6/23/25

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 Independent Contractor Agreement with Shawn Taylor of Taylor Law Office for special prosecution services. This does not affect the FY26 budget.

BOS Meeting Date Requested: July 1st, 2025

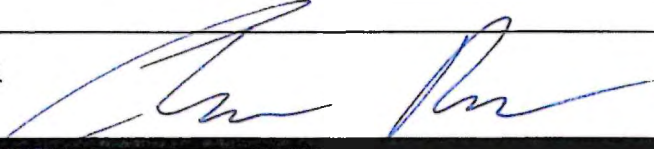
---

PRE-AGENDA ITEM REVIEW

Legal Review:

---

---

Signature: 

Finance Review: \_\_\_\_\_

---

Signature: CBO

---

Human Resources Review:

---

Signature: \_\_\_\_\_

---

Other Review:

---

Signature: \_\_\_\_\_

---

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

---

## INDEPENDENT CONTRACTOR AGREEMENT (SPECIAL PROSECUTOR CONTRACT)

This Contract for special prosecution services is entered between the Apache County Attorney's Office ("ACAO") and Shawn Taylor ("Contractor").

### RECITALS:

WHEREAS, ACAO desires the services of Contractor to serve as a Special Deputy Apache County Attorney for the purpose of reviewing, charging, and prosecuting felony cases in the Apache County Superior Court; and

WHEREAS, Contractor is a licensed attorney in the State of Arizona with substantial experience litigating criminal cases; and

WHEREAS, the County, by and through its Board of Supervisors, does hereby make, constitute, and appoint Shawn Taylor to be Special Deputy County Attorney in and for the County of Apache, State of Arizona, with authority to conduct prosecution on behalf of the State, in prosecutorial matters.

NOW THEREFORE, the parties agree as follows:

### 1. TERM

The term of this Contract shall begin on July 1, 2025, and continue through June 30, 2026. This Contract shall automatically renew for up to three (3) additional one-year terms unless otherwise terminated in writing by either party under the conditions set forth in this Contract.

### 2. SCOPE SERVICES

Contractor shall be responsible for prosecuting all felony cases arising in St. Johns and the surrounding area, and in Round Valley and the surrounding area, with the sole exception of cases the County Attorney or her designee designates as high-profile felonies. High-profile felonies include, but are not limited to, homicides and sex offences. In connection with these responsibilities, Contractor shall provide legal services to the County specific to those geographical areas, including but not limited to: researching and analyzing legal issues using both computerized and hard copy tools; providing legal guidance and advice to law enforcement during investigations; reviewing police reports and determining whether sufficient evidence exists to file charges; preparing long-form complaints; drafting memoranda and pleadings on legal issues in assigned cases; negotiating plea agreements; training ACAO staff; prosecuting felony cases at trial.

Contractor shall be physically present in court or at the Apache County Attorney's Office at two (2) days per week, unless otherwise agreed upon by the County Attorney or her designee.

ACAO will provide all the necessary personnel, supplies, materials and equipment necessary for Contractor to perform services under this contract.

### **3. FINANCIAL**

As full and complete compensation for the services to be provided by the Contractor, the ACAO shall pay the Contractor a fixed rate of twelve thousand five hundred dollars (\$12,500.00) per month, with total annual compensation under this Contract not exceeding one hundred fifty thousand dollars (\$150,000.00) during the initial term of this Contract.

Beginning with the first renewal term, and for each renewal term thereafter, the Contractor's monthly compensation shall be subject to an annual adjustment based on the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics for the twelve-month period ending in June of the preceding Contract year. Any such adjustment shall not exceed three percent (3%) and shall not be less than one percent (1%) annually.

### **4. CONTRACTOR CONFLICT OF INTEREST**

To the extent that Contractor is currently representing clients with positions adverse to the ACAO or Apache County, Contractor shall provide ACAO written evidence of the informed consent of Contractor's adverse clients, and a request for ACAO's informed consent pursuant to ER 1.7 of the Rules of Professional Conduct.

### **5. PROSECUTORIAL IMMUNITY**

The Contractor and the County recognize that as Special Deputy County Attorney engaged in the prosecutorial function, all immunities provided under state and federal law will apply to Shawn Taylor acting as prosecutor under the authority of the County.

### **6. CONFIDENTIALITY**

Contractor shall use the Prosecutor by Karpel software provided by ACAO to retain all records and complete all prosecution duties under this Contract. Contractor shall maintain copies of all documents generated in the course of his duties under this Contract and the associated appointment as Special Deputy Apache County Attorney in accordance with all applicable public records rules and regulations, and ethical rules, during the course of this contract, or any extension thereof. Upon termination of this contract, said documents shall be delivered to ACAO for appropriate maintenance.

### **7. GENERAL REQUIREMENTS**

This Agreement is entered into in accordance with Arizona Revised Statutes 11-251. The Contractor shall comply with all federal and state statutes, regulations, and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

### **8. CHOICE OF LAW**

In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action through voluntary mediation. The parties agree to make use of binding arbitration in all contract disputes pursuant to rules adopted under A.R.S. 12-133. If the parties cannot reach an agreement through mediation or binding arbitration, any

legal action shall be initiated in Apache County and this Contract shall be construed in accordance with Arizona law.

#### 9. TERMINATION OF CONTRACT

Neither the Contractor nor ACAO may terminate this Contract within the first year of its term. After the first year, either party may terminate this Contract without cause by providing at least six (6) months' prior written notice to the other party. This six-month notice requirement applies regardless of when after the first year the termination is initiated (e.g., if the Contractor or County elects to terminate in month thirteen, written notice must have been provided no later than month seven). Notice shall be sent by regular or certified mail, return receipt requested, to the addresses listed in this Contract.

ACAO may terminate this Contract for cause, at any time, upon written notice to the Contractor. Cause includes, but is not limited to, failure to perform the services outlined in this Agreement, violation of ethical obligations, or any act of misconduct that impairs the ability to fulfill the duties under this Contract. ACAO may provide the Contractor an opportunity to cure the deficiency within a reasonable period, unless the cause for termination is deemed incurable.

In the event of termination as provided in this section, the Contractor shall: a) Cease all work specified in the notice of termination; and b) Be entitled to receive such compensation as is reasonably due for work completed up to the effective date of termination. No compensation beyond that amount shall be due. Upon termination, the Contractor shall deliver to ACAO a complete set of all documents, programs, and other information created pursuant to this Contract. The Contractor shall also return any unused materials purchased under this Contract to ACAO.

#### 10. INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related fringe benefits. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

#### 11. NON-DISCRIMINATION

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

#### 12. RECORD RETENTION

ACAO and Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract or until resolution of any audit that may be performed on the ACAO, whichever shall last occur, and for such period as is required by any other paragraph of contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have

been taken by the ACAO, shall be retained by the Contractor; with a complete copy of all records provided to the County, until such appeals, litigation, claims or exceptions have been resolved.

### **13. INSURANCE**

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance: 1) Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by ACAO; and, 2) if required by law, workers' compensation coverage including employees' liability coverage. Contractor shall provide ACAO with current certificates of insurance; and, Contractor shall provide to the ACAO written guarantee of thirty (30) days written notice to the ACAO of cancellation, nonrenewal or material change.

### **14. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless Apache County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes, or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

### **15. CANCELLATION FOR CONFLICT OF INTEREST**

The parties hereby acknowledge notice of A.R.S. 38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute(s),

### **16. ASSIGNMENT**

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

### **17. SUBCONTRACTORS**

The Contractor shall be responsible for all acts and omission of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of the County to pay or see to the payment of any money due any subcontractor, except as may be required by law. This provision shall not apply to the acts or omissions of support staff provided to the Contractor by the Apache County Attorney's Office or any other public agency.

18. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreement and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered, or extended only by a written amendment signed by the parties.

19. FORCED LABOR

Pursuant to A.R.S. 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor further acknowledges and agrees that ( 1) if Contractor becomes aware during the term of this Agreement that it is not in compliance with this certification that Contractor will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if Contractor does not provide the County with a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of Contractor to ensure compliance with this certification for the duration of this Agreement.

20. NOTICE

As contained within this Contract, all notices shall be mailed to the parties via certified mail, return receipt requested, at the following addresses:


Apache County  
PO Box 428  
St. Johns, AZ 85936

Shawn Taylor  
Taylor Law Office, P.C.  
932 S Main St A104  
Snowflake, Arizona 85937

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

\_\_\_\_\_  
Chairman Nelson Davis  
Apache County Board of Supervisors

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shawn Taylor

6/23/25  
\_\_\_\_\_  
Date

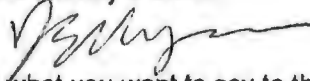
**Shawn Taylor Law LLC**

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

APACHE COUNTY BOARD OF SUPERVISORS

Submitter's Name: Attorney's Office

Date/Signature:

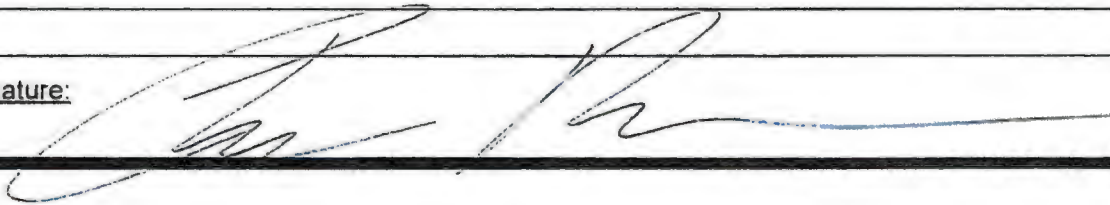


Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval of FY2026 Drug, Gang and Violent Crime grant from the Arizona Criminal Justice Commission.


BOS Meeting Date Requested: July 1<sup>st</sup>, 2025

PRE-AGENDA ITEM REVIEW

Legal Review:

\_\_\_\_\_  
\_\_\_\_\_  
Signature: 

Finance Review:

\_\_\_\_\_  
\_\_\_\_\_  
Signature: 

Human Resources Review: N/A

\_\_\_\_\_  
\_\_\_\_\_  
Signature:

Other Review: N/A

\_\_\_\_\_  
Signature:

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

DC 4 FY 2026 Drug, Gang, & Violent Crime Control Grant Awards

Applicant Agency	Personal Services	Overtime	ERE	Prof./ Outside Svs	Total Proposed Project	Federal Funds	State Funds	Match Funds
<b>Apprehension</b>								
Apache County SO	\$ 132,708.90	\$ -	\$ 50,102.58	\$ -	\$ 182,811.48	\$ 87,749.52	\$ 49,359.10	\$ 45,702.86
Cochise County SO	\$ -	\$ 82,220.40	\$ 58,464.23	\$ -	\$ 140,684.63	\$ 67,528.62	\$ 37,984.85	\$ 35,171.16
Flagstaff PD	\$ 188,940.17	\$ -	\$ 55,031.61	\$ 57,990.40	\$ 301,962.18	\$ 144,941.84	\$ 81,529.80	\$ 75,490.55
Gila County SO	\$ 156,590.44	\$ -	\$ 61,663.04	\$ 132,130.52	\$ 340,404.00	\$ 195,485.33	\$ 59,817.67	\$ 85,101.00
Graham County SO	\$ -	\$ 5,490.00	\$ 1,443.87	\$ 20,000.00	\$ 26,933.87	\$ 12,928.26	\$ 7,272.14	\$ 6,733.47
Kingman PD	\$ 70,000.00	\$ -	\$ 23,073.59	\$ 252,294.41	\$ 345,368.00	\$ 197,239.57	\$ 61,786.43	\$ 86,342.00
La Paz County SO	\$ 41,018.55	\$ -	\$ 45,017.04	\$ 52,742.45	\$ 138,778.04	\$ 66,613.45	\$ 37,470.08	\$ 34,694.51
Navajo County SO	\$ 106,482.72	\$ -	\$ 30,979.37	\$ 117,839.00	\$ 255,301.09	\$ 122,544.52	\$ 58,931.28	\$ 63,825.28
Pinal County SO	\$ -	\$ 58,416.00	\$ 15,923.56	\$ 79,254.81	\$ 153,594.37	\$ 73,725.30	\$ 41,470.48	\$ 38,398.59
Salt River Pima Maricopa PD	\$ -	\$ 73,975.00	\$ -	\$ -	\$ 73,975.00	\$ 35,508.00	\$ 19,973.25	\$ 18,493.75
Tucson PD	\$ 193,316.63	\$ -	\$ 253,434.93	\$ 249,331.44	\$ 696,083.00	\$ 484,119.56	\$ 37,942.69	\$ 174,020.75
Yavapai SO	\$ 163,821.25	\$ -	\$ 82,866.76	\$ 96,191.99	\$ 362,880.00	\$ 174,182.40	\$ 97,977.60	\$ 90,720.00
Yuma SO	\$ 148,117.99	\$ -	\$ 33,527.31	\$ -	\$ 181,645.30	\$ 87,189.75	\$ 49,044.24	\$ 45,411.32
<b>SUB-TOTAL</b>	<b>\$ 1,220,996.65</b>	<b>\$ 220,101.40</b>	<b>\$ 701,547.89</b>	<b>\$ 1,057,775.02</b>	<b>\$ 3,200,420.96</b>	<b>\$ 1,749,756.10</b>	<b>\$ 650,559.62</b>	<b>\$ 800,105.24</b>
<b>Prosecution</b>								
AG's Office - Medicaid Fraud	\$ 68,044.00	\$ -	\$ 35,290.00	\$ -	\$ 103,334.00	\$ -	\$ 103,334.00	\$ -
Apache County Attorney	\$ 95,200.00	\$ -	\$ 19,040.00	\$ -	\$ 114,240.00	\$ 54,835.20	\$ 30,844.81	\$ 28,559.99
Cochise County Attorney	\$ 124,795.14	\$ -	\$ 30,791.04	\$ -	\$ 155,586.18	\$ 74,681.37	\$ 42,008.27	\$ 38,896.54
Cocconino County Attorney	\$ 110,978.00	\$ -	\$ 32,201.04	\$ -	\$ 143,179.04	\$ 68,725.95	\$ 38,658.33	\$ 35,794.76
Gila County Attorney	\$ 84,292.00	\$ -	\$ 13,395.42	\$ -	\$ 97,688.42	\$ 46,890.44	\$ 26,375.86	\$ 24,422.12
Graham County Attorney	\$ 64,751.00	\$ -	\$ 21,690.45	\$ -	\$ 86,441.45	\$ 41,491.90	\$ 23,339.19	\$ 21,610.36
Greenlee County Attorney	\$ 38,995.99	\$ -	\$ 9,749.00	\$ -	\$ 48,744.99	\$ 23,397.60	\$ 13,161.15	\$ 12,186.25
La Paz County Attorney	\$ 79,000.00	\$ -	\$ 25,371.04	\$ -	\$ 104,371.04	\$ 50,098.10	\$ 28,180.18	\$ 26,092.76
Maricopa County Attorney	\$ 849,758.50	\$ -	\$ 231,962.50	\$ -	\$ 1,081,721.00	\$ 769,227.88	\$ 42,062.87	\$ 270,430.25
Mohave County Attorney	\$ 128,380.80	\$ -	\$ 48,753.74	\$ -	\$ 177,134.54	\$ 85,024.58	\$ 47,826.34	\$ 44,283.63
Navajo County Attorney	\$ 101,414.53	\$ -	\$ 34,060.26	\$ -	\$ 135,474.79	\$ 65,027.90	\$ 36,578.19	\$ 33,868.70
Pima County Attorney	\$ 295,482.94	\$ -	\$ 69,373.72	\$ -	\$ 364,856.66	\$ 175,131.19	\$ 98,511.30	\$ 91,214.17
Pinal County Attorney	\$ 163,580.00	\$ -	\$ 33,556.00	\$ -	\$ 197,136.00	\$ 94,625.28	\$ 53,226.72	\$ 49,284.01
Tucson City Attorney	\$ 177,366.40	\$ -	\$ 99,719.35	\$ -	\$ 277,085.75	\$ 133,001.16	\$ 74,813.15	\$ 69,271.44
Yavapai County Attorney	\$ 106,190.62	\$ -	\$ 34,837.72	\$ -	\$ 141,028.34	\$ 67,693.60	\$ 38,077.65	\$ 35,257.09
Yuma County Attorney	\$ 218,731.00	\$ -	\$ 51,884.70	\$ -	\$ 270,615.70	\$ 129,895.54	\$ 73,066.25	\$ 67,653.92
<b>SUB-TOTAL</b>	<b>\$ 2,706,960.92</b>	<b>\$ -</b>	<b>\$ 791,676.98</b>	<b>\$ -</b>	<b>\$ 3,498,637.90</b>	<b>\$ 1,879,747.68</b>	<b>\$ 770,064.26</b>	<b>\$ 848,826.96</b>
<b>Prosecution - Statewide Forfeiture Activities</b>								
Attorney General's Office	\$ 480,523.00	\$ -	\$ 165,233.64	\$ -	\$ 645,756.64	\$ 409,963.55	\$ 74,353.93	\$ 161,439.16
<b>SUB-TOTAL</b>	<b>\$ 480,523.00</b>	<b>\$ -</b>	<b>\$ 165,233.64</b>	<b>\$ -</b>	<b>\$ 645,756.64</b>	<b>\$ 409,963.55</b>	<b>\$ 74,353.93</b>	<b>\$ 161,439.16</b>
<b>Forensic Support</b>								
Arizona Department of Public Safety	\$ 282,204.00	\$ -	\$ 102,690.66	\$ -	\$ 384,894.66	\$ 274,180.23	\$ 14,490.76	\$ 96,223.68
Tucson PD - Forensics	\$ 45,866.17	\$ -	\$ 26,452.71	\$ -	\$ 72,318.88	\$ 34,713.05	\$ 19,526.11	\$ 18,079.72
<b>SUB-TOTAL</b>	<b>\$ 328,070.17</b>	<b>\$ -</b>	<b>\$ 129,143.37</b>	<b>\$ -</b>	<b>\$ 457,213.54</b>	<b>\$ 308,893.28</b>	<b>\$ 34,016.87</b>	<b>\$ 114,303.40</b>
<b>Drug Adjudication</b>								
Administrative Office of the Courts	\$ 934,728.57	\$ -	\$ 405,738.43	\$ -	\$ 1,340,467.00	\$ -	\$ 1,005,350.25	\$ 335,116.75
<b>SUB-TOTAL</b>	<b>\$ 934,728.57</b>	<b>\$ -</b>	<b>\$ 405,738.43</b>	<b>\$ -</b>	<b>\$ 1,340,467.00</b>	<b>\$ -</b>	<b>\$ 1,005,350.25</b>	<b>\$ 335,116.75</b>
<b>TOTAL</b>	<b>\$ 5,671,279.31</b>	<b>\$ 220,101.40</b>	<b>\$ 2,193,340.31</b>	<b>\$ 1,057,775.02</b>	<b>\$ 9,142,496.04</b>	<b>\$ 4,348,360.60</b>	<b>\$ 2,534,344.93</b>	<b>\$ 2,289,790.51</b>



# Arizona Criminal Justice Commission

May 27, 2025

*Chairperson*

STEVE STAHL, Chief  
City of Maricopa, Police Department  
(Retired)

*Vice-Chairperson*

BRADLEY W. CARLYON  
Navajo County Attorney

DAVID K. BYERS, Director  
Administrative Office of the Courts

MICHELLE H. BURNS  
Former Judge

LAURA CONOVER  
Pima County Attorney

JEFFREY GLOVER, Director  
Department of Public Safety

KRIS MAYES  
Attorney General

MINA MENDEZ, Chairperson  
Board of Executive Clemency

RACHEL MITCHELL  
Maricopa County Attorney

CHRIS NANOS  
Pima County Sheriff

JERRY SHERIDAN  
Maricopa County Sheriff

KARA RILEY, Chief  
Oro Valley Police Department

DAVID SANDERS, Chief  
Pima County Probation Officer

ROBERT L. SPIVEY, Chief  
St. Johns Police Department

RYAN THORNELL, Director  
Department of Corrections,  
Rehabilitation & Reentry

VACANT  
Mayor

VACANT  
County Sheriff

VACANT  
Chief of Police

VACANT  
County Supervisor

VACANT  
Public Defender

VACANT  
Victim Advocate

*Executive Director*  
Anthony Vidale

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1146  
FAX: (602) 364-1175

[www.azcjc.gov](http://www.azcjc.gov)

Attn: Jasmine Blackwater-Nygren, County Attorney  
Apache County Attorney's Office  
PO BOX 637  
St. Johns, AZ 85936

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2026 Award, DC-26-020

Dear Jasmine Blackwater-Nygren,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2026 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

**Grant Agreement and Other Required Documents:** Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

**Administrative and Financial Requirements:** In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

**Reporting:** Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/>.

**Office of Civil Rights Requirements:** Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOC information: <https://www.ojp.gov/program/civil-rights-office/home>.

If you have any questions, please contact Siyeni Yitbarek at [syitbarek@azcjc.gov](mailto:syitbarek@azcjc.gov) or 602.364.1163. Our office looks forward to the continued partnership.

Sincerely,

Siyeni Yitbarek, Program Manager  
Drug, Gang, and Violent Crime Control Program



ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT

ACJC Grant Number DC-26-020  
Assistance Listings Number (ALN) Number 16.738

---

The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Apache County Attorney's Office  
Grantee's UEI Number: DJ1FMTLJL4V6  
Grantee Period of Performance Start and End Date: 07/01/2025 to 06/30/2026  
Amount of Federal Funds Obligated by this Agreement: \$54,835.20  
Total Amount of Federal Funds Obligated to the Grantee: \$54,835.20  
Indirect Cost Rate used by the Grantee under this Agreement:  
ALN Number and Name: 16.738 - BYRNE JAG  
Name of Federal Awarding Agency: Bureau of Justice Assistance  
Total Amount of the Federal Award in this Agreement: \$4,600,513.00  
Federal Award Identification Number (FAIN): 15PBJA-23-GG-02966-JAGX  
Federal Award Date: 10/1/2022

**Federal Award Project Description:**

In general, JAG funds awarded to a state under this FY2026 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission  
Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street,  
Suite 230, Phoenix, AZ, 85007  
Identification of Whether the Award is Research and Development: No  
Indirect Cost Rate for the Federal Award:

This Grant Agreement is made this 27th day of May, 2025 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and UNKNOWN JURISDICTION, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2025 and terminate on June 30, 2026. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

- A. If to the COMMISSION:  
Arizona Criminal Justice Commission  
1110 W Washington St., Ste 230  
Phoenix, Arizona 85007  
  
Attn: Program Manager
- B. If to the GRANTEE:  
Apache County Attorney's Office  
PO BOX 637  
St. Johns, AZ 85936  
  
Attn: County Attorney, Jasmine Blackwater-Nygren

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
<b>PERSONAL SERVICES</b>	
Salaries	\$95,200.00
Fringe Benefits*	\$19,040.00
<b>OVERTIME</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>PROFESSIONAL CONSULTANT &amp; CONTRACTUAL SERVICES</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>TRAVEL EXPENSES</b>	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
<b>EQUIPMENT</b>	
Capital	\$0.00
Non-Capital	\$0.00
<b>OPERATING EXPENSES</b>	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Additional Expenses	\$0.00
<b>TOTAL BUDGET</b>	<b>\$114,240.00</b>

POSITIONS FUNDED: Deputy County Attorney (1)

EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$54,835.20 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$30,844.80 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$28,560.00.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment request (GAR) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program Link: *e-CFR Navigation Aid* at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

<b>ACTIVITY REPORTS</b>	
Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

<b>FINANCIAL REPORTS</b>	
Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. Link: *OJP Financial Guide* at [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. Link: *Audit Requirements for OJP Awards* at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. Link: *2 C.F.R Part 200 for OJP Awards* at <https://ojp.gov/funding/Part200UniformRequirements.htm> .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the *Consolidated Appropriations Act, 2018* at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

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

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. Link: *System for Award Management* at <https://www.sam.gov/SAM/>.

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

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

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. Link: *OJP Training Guide Principles for Grantees and Subgrantees* at <https://www.ojp.gov/funding/implementation/training-guiding-principles-grantees-and-subgrantees>.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 15PBJA-23-GG-02966-JAGX awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE shall comply with all federal, state, and local laws, rules, policies, or executive orders to prohibit discrimination.

54. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: Link: *Limited English Proficiency A Federal Interagency Website* at <http://www.LEP.gov>.

56. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations"(the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. Link: <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>.

57. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

58. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

59. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a Privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

60. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

61. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <https://www.azcjc.gov/Grants/Civil-Rights-Compliance>.

62. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

63. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. Link: <http://niem.github.io/reference/specifications/>.

64. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

65. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

66. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

67. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

68. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

69. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

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

71. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

72. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

73. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

74. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

75. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

76. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

77. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

78. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

79. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

80. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

81. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

82. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

83. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

PAGE INTENTIONALLY LEFT BLANK



ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)

ACJC Grant Number DC-26-020

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.

2. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents must be submitted through the GRANTEE's Grants Portal "Attachment" section.

a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in Grants portal at:  
<https://grantsportal.azcjc.gov/>

b. Benchmark Worksheet can be submitted through Grants Portal at: <https://grantsportal.azcjc.gov/>

c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC program income worksheet on Grants Portal under Manage Personnel.

Before the COMMISSION may transmit Federal funds from FY 2022 Byrne/JAG grant the GRANTEE is required to submit the properly executed certification and assurance by the Chief Executive of the Applicant Government.

d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at:  
<https://bja.ojp.gov/doc/fy-22-local-jag-ce-certification.pdf>

3. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

4. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

5. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

6. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.

7. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

8. GRANTEE agrees to comply with the Government Performance and Results Act (Pub. L. No. 103-62) and the GRPA Modernization Act of 2010 (Pub. L. No. 111-352). Performance for current year award is measured by: 1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average

**SPECIAL CONDITION(S) (Continued):**

number of days to process a sample at the beginning of a grant period versus the average number of days to process a sample at the end of the grant period; 2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the award period versus the number of backlogged forensic cases at the end of the award period), if applicable to the grant; and 3) number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with current year Coverdell funds, if applicable to the award. GRANTEE is required to collect and report data relevant to these measures.

9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported on the monthly financial report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpsso.ojp.gov/>) and ACJC Reporting tool website (<https://acjcreporting.azcjc.gov/>). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

## SPECIAL CONDITION(S) (Continued):

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at [www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlogreduction-program.aspx](http://www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlogreduction-program.aspx).

19. Unreasonable restrictions on competition und the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any award.

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open cometition 'and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business' and taking "[a]ny arbitrary action in the procurement process") -no the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a 200.319(a) or as specifically authorized by USDOJ.

2. Rules of construction

a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at the present) by or on behalf of the federal government- as an employee, contractor or subcontractor (at any tier), grant recipient or- subgrantee (at any tier), agenty, or otherwise- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in future.

b. Nothing in this condition shall be understood to authorize or require any grantee, any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

20. GRANTEE must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

21. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold finds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

SPECIAL CONDITION(S) (Continued):

U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

22. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

23. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- If the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

24. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

25. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

26. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Authorized Official Initials: \_\_\_\_\_

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

**FOR GRANTEE:**

\_\_\_\_\_  
Authorized Signatory Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Additional signature(s) if required by political subdivision Date

\_\_\_\_\_  
Printed Name & Title

**ATTEST:**

\_\_\_\_\_  
Clerk Date

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

\_\_\_\_\_  
Legal Counsel for GRANTEE Date

\_\_\_\_\_  
Printed Name & Title

**Statutory or other legal authority to enter into Agreement:**

\_\_\_\_\_  
Appropriate A.R.S., Ordinance, or Charter Reference

**FOR CRIMINAL JUSTICE COMMISSION:**

\_\_\_\_\_  
Anthony Vidale, Executive Director Date  
Arizona Criminal Justice Commission



ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

INSURANCE REQUIREMENTS  
EXHIBIT "A"

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*  
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

Exhibit "A" Page 2

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the Insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

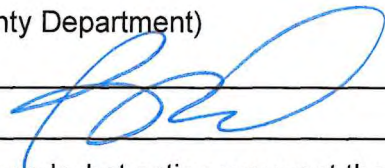
END OF GRANT AGREEMENT DOCUMENTS

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

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*6/13/25* 

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

County Manager: Discussion and possible approval of a liquor license application recommendation for Becky Ivins, Standford General Store, 4 County Road 8235, Concho, Arizona.

BOS Meeting Date Requested 7/1/2025

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

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

ALTON JOE SHEPHERD  
SUPERVISOR  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

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

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

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



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

May 20, 2025

Becky Cooper Ivins  
4 County Road 8235  
Concho, Arizona 85924

Dear Ms. Ivins:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Tuesday, July 1, 2025, at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Beth Bond  
Assistant Clerk of the Board



# POSTING

Job# \_\_\_\_\_  
DLLC use only

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

Type or Print with Black Ink

Date of Posting: 5, 28, 25 Date of Posting Removal: 6, 23, 25

Applicant's Name: Ivins Becky C.  
Last First Middle

Business Address: 4 County Road 8235 Concho 85924  
Street City Zip

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

John Harris Agent 928-337-7528  
Print Name of City/County Official Title Phone Number

[Signature] 6/23/25  
Signature Date Signed

Return this affidavit with your recommendations or any other related documents.  
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 05/09/2025 @ 11:55:41 AM

Local Governing Body Report

**LICENSE**

Number:		Type:	010 BEER AND WINE STORE
Name:	STANFORD GENERAL STORE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	4 COUNTY ROAD 8235 CONCHO, AZ 85924 USA		
Mailing Address:	4 COUNTY ROAD 8235 CONCHO, AZ 85924 USA		
Phone:	(928)537-7755		
Alt. Phone:	(757)449-7319		
Email:	IVINS@STANFORDGENERALSTORE.COM		

**AGENT**

Name:	BECKY COOPER IVINS
Gender:	Female
Correspondence Address:	4 COUNTY ROAD 8235 CONCHO, AZ 85924 USA
Phone:	(757)449-7319
Alt. Phone:	
Email:	IVINS@STANFORDGENERALSTORE.COM

**OWNER**

Name:	THE 60/61 @ THE Y LLC	
Contact Name:	BECKY COOPER IVINS	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23654062	State of Incorporation: AZ
Incorporation Date:	03/11/2024	
Correspondence Address:	4 COUNTY ROAD 8235 CONCHO, AZ 85924 USA	
Phone:	(757)449-7319	
Alt. Phone:		
Email:	IVINS@STANFORDGENERALSTORE.COM	

leo th clay  
07-08-2025

**Officers / Stockholders**

Name:  
BECKY COOPER IVINS

Title:  
Member

% Interest:  
100.00

**THE 60/61 @ THE Y LLC - Member**

Name: BECKY COOPER IVINS

Gender: Female

Correspondence Address: 4 COUNTY ROAD 8235  
CONCHO, AZ 85924  
USA

Phone: (757)449-7319

Alt. Phone:

Email: IVINS@STANFORDGENERALSTORE.COM

## APPLICATION INFORMATION

Application Number: 345537  
Application Type: New Application  
Created Date: 04/08/2025

## QUESTIONS & ANSWERS

### 010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Provide name, address, and distance of nearest school.  
(If less than one (1) mile note footage)  
VERNON ELEMENTARY SCHOOL 90 COUNTY ROAD 3139 VERNON, AZ 85940 10 MILES
- 3) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
PROPERTY OWNER
- 4) Is there a penalty if lease is not fulfilled?  
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?  
No  
If no, in what City, Town, County or Tribal/Indian Community is this business located?  
APACHE COUNTY
- 6) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
CAPSTONE FINANCIAL 1620 N 82ND PL SCOTTSDALE, AZ 85257 \$575,000
- 7) Are there walk-up or drive-through windows on the premises?  
No
- 8) Does the establishment have a patio?  
Yes  
Is the patio contiguous or non-contiguous?  
CONTIGUOUS PATIO
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No

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

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

County Manager \_\_\_\_\_

Date/Signature: 6/23/25 [Signature]

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

Discussion and possible approval of CDBG Funding Agreement 127-25 between the Arizona Department of Housing and Apache County for the Vernon Food Pantry Improvements.

BOS Meeting Date Requested 7/1/2025

---

Legal Review: ok per chris lesare PRE-AGENDA ITEM REVIEW

Signature \_\_\_\_\_

---

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

---

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

---

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

---

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



Community Development Block Grant (CDBG) Program DESIGNATION OF DEPOSIT OF GRANT FUNDS (F-1)

Funding Agreement Number(s): 127-25

(Complete the name and address of Recipient Unit of Local Government [UGLG])

UGLG: Apache County

Address: PO Box 428

City: Saint Johns

State: Arizona

Zip: 85936

has been designated as the recipient for all funds to be received from ADOH resulting from CDBG Funding Agreement Number(s) shown above.

Funds shall be deposited by the recipient UGLG to:

Name of Financial Institution: National Bank of Arizona Account Name/#: 5791392235

- A. [ ] Check this box if payment to be mailed to grantee
B. [X] Check this box if payment to be sent electronically (direct deposit).

Note: If Box B is checked, GA0-618 Automated Clearinghouse (ACH) Vendor Authorization must be sent to ADOH.

Account number by which CDBG funds will be recorded in grantee financial records: 300-6000

Leverage account number, if applicable: n/a

I certify that CDBG funds shall be deposited as specified above; shall not be deposited in an interest bearing account (unless all requests for payment shall be on a reimbursement basis); and shall be deposited in an FDIC-insured financial institution.

Nelson Davis
Typed Name of Chief Elected Official

Signature of Chief Elected Official

Chairman, Board of Supervisors
Title

Date



Community Development Block Grant (CDBG) Program  
**AUTHORIZED SIGNATURE CARD**  
FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

UGLG: Apache County	Funding Agreement Number(s):
---------------------	------------------------------

SIGNATURES OF INDIVIDUALS AUTHORIZED TO REQUEST FUNDS ON THE CITED CDBG FUNDING AGREEMENTS(s):

1

Signature	5/28/2025
Malena Hannah	Project Manager
Typed Name	Title

2

Signature	Date
	Apache County Finance Director
Typed Name	Title

3

Signature	Date
Ryan Patterson	Apache County Manager
Typed Name	Title

4

Signature	Date
Typed Name	Title

I certify that the signatures above are of the individuals authorized to request payments for the cited contract and that I, as the Chief Elected Official (Mayor/County Board Chairperson), have the authority to designate these individuals to take such action.

Signature of Chief Elected Official	Date
Nelson Davis	Chairman, Apache County Board of Supervisors
Typed Name	Title



Community Development Block Grant (CDBG) Program  
AUTHORIZED SIGNATURE CARD FOR ALL ADMINISTRATIVE  
ACTIONS PERTAINING TO CDBG FUNDING AGREEMENTS

UGLG: \_\_\_\_\_ FUNDING AGREEMENT NUMBER(S): \_\_\_\_\_

**ONLY ONE SIGNATURE REQUIRED (additional recommended to ensure signatory availability)**

**SIGNATURE(S) OF AUTHORIZED INDIVIDUAL(S)**

Typed Name Malena Hannah Title Project Manager  
Signature \_\_\_\_\_ Date 5/28/2025

Typed Name \_\_\_\_\_ Title Apache County Finance Director  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name Ryan Patterson Title County Manager  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

I certify that the signatures above are those of the individuals who may authorize administrative actions for the cited contract and that I, as the Chief Elected Official, have the authority to designate these individuals to take such action.

Chief Elected Official Nelson Davis Title Chairman  
(Typed Name)  
Signature \_\_\_\_\_ Date \_\_\_\_\_

AGREEMENT NO. 127-25  
TERMINATION DATE 12/15/2026

**FUNDING AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING  
AND  
APACHE COUNTY  
FOR  
VERNON FOOD PANTRY IMPROVEMENTS**

This Funding Agreement is made by and between:

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

- Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) (“**CDBG**”).
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) (“**HOME**”).
- A.R.S. § 41-3955 (State Housing Trust Fund) (“**HTF**”).
- A.R.S. § 41-3957 (State Housing Program Fund) (“**HPF**”).
- S.B. 1720 Homeless Shelter and Services Fund (“**HSSF**”).
- The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) (“**HOPWA**”).
- Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) (“**COC**”).
- Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) (“**NHTF**”).
- Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) (“**DOE WAP**”).

- Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (“**DOE WAP BIL**”).
- H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (“**DOE WRF**”).
- Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) (“**LIHEAP WAP**”).
- Southwest Gas Corporation, Weatherization Assistance Program (“**SWG WAP**”).
- Arizona Public Service, Weatherization Assistance Program (“**APS WAP**”).
- Salt River Project, Weatherization Assistance Program (“**SRP WAP**”).
- Section 8071 of the SUPPORT for Patients and Communities Act. Pub. L. 115-271, approved October 24, 2018 referred to as Recovery Housing Program (“**RHP**”).
- Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan at 31 CFR Part 35 (“**SLFRF**” or “**SFRF**”).

and  
APACHE COUNTY  
*(Entity)*

An Arizona County (“Recipient”) UEI #T9AAJJ4KN317, located at

PO BOX 428  
*Street*  
SAINT JOHNS, AZ 85936-0428  
*City State Zip*

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

### **Section 1. FUNDS PROVIDED**

ADOH agrees to provide \$169,214.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

Funding Agreement with  
State of Arizona, Department of Housing

---

**CDBG**; CFDA # 14.228, FAIN # B-24-DC-04-0001  
Federal Fiscal Year 2024  
\$169,214.00

**HOME**; CFDA # 14.239, FAIN # \_\_\_\_\_  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**HTF**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**HPF**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**HSSF**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**HOPWA**; CFDA # 14.241, FAIN # \_\_\_\_\_  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**COC**; CFDA # 14.267, FAIN # \_\_\_\_\_  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**NHTF**; CFDA # 14.275, FAIN # \_\_\_\_\_  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**DOE WAP**; CFDA # 81.042, FAIN # \_\_\_\_\_  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**DOE WAP BIL**; CFDA # 81.042, FAIN # \_\_\_\_\_  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**DOE WRF**; CFDA # 81.042, FAIN # \_\_\_\_\_  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

- LIHEAP WAP (through ISA with AzDES); CFDA # 93.568, FAIN # \_\_\_\_\_**  
Federal Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- SWG WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- APS WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- SRP WAP**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- RHP; CFDA #14.228, FAIN # \_\_\_\_\_**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_
- SFRF (through ISA with Office of the Governor); CFDA 21.027, FAIN # \_\_\_\_\_**  
State Fiscal Year \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 2. OTHER FUNDS**

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

**Section 3. ACCEPTANCE OF FUNDS**

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

**Section 4. DURATION**

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until DECEMBER 15TH, 2026 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

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

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

- CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- HPF** funds require adherence to the *Special Needs Housing Manual* as revised.
- HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.
- COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, *Housing Trust Fund Interim Rule*; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.

- DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan*.
- LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) the *Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.
- SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

## Section 6. SCOPE OF WORK

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

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

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

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;

- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

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

## Section 7. REPORTS

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

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

- HOME, NHTF, HTF funded rental development projects (“Rental Projects”) or HPF funded rapid rehousing projects:** Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20<sup>th</sup> of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- HOME, HTF and CDBG non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”).** Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15<sup>th</sup> of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- HSSF funded assistance for persons who are homeless (“Homeless Shelter and Services Projects”).** Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20<sup>th</sup> day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).
- HOPWA funded rental assistance and services (“HOPWA Projects”).** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set

forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30<sup>th</sup> annually.

- COC** funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The *Bimonthly Progress Report* must be submitted to ADOH on the 20<sup>th</sup> of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.
- DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects (“Weatherization Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The *Monthly Performance Report* must be submitted to ADOH on the 30<sup>th</sup> (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30<sup>th</sup> report covers the month of December).
- SFRF** funded projects (“SFRF Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The *Monthly Performance Report* must be submitted to ADOH on the 30<sup>th</sup> of each month and address activities of the preceding month (i.e. the April report covers the month of March).

**7.2 Contract Closeout—Completion Reports and Post-Funding Audits.**

Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

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

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

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

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH

determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

## Section 8. SCHEDULE OF COMPLETION

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

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

- Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a

review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.

- SFRF Projects.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

## Section 9. BUDGET

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

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

- CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
  - (b) Additional funding sources are added to the Project;
  - (c) Recipient is requesting a change to the grant terms.
- HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;

(b) Recipient is requesting a change to the loan terms.

- HSSF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.
- WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

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

## **Section 10. AMENDMENTS AND MODIFICATIONS**

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

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

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

## **Section 11. ENVIRONMENTAL REVIEW CONDITIONS**

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds

are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

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

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

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

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

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

## **Section 12. APPLICATION AND OTHER PRE-AWARD COSTS**

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

**CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In

no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

### **Section 13. COMPENSATION AND METHOD OF PAYMENT**

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

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

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

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

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

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

**"Funds Recouped by Recipient"** means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by

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

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

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

#### **14.2 Use of Program Income and Funds Recouped by Recipient.**

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

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

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

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

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

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

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

**15.4 Recapture.** ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

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

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

## **Section 16. REVERSION OF ASSETS**

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

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

**16.3 Real Property Acquired or Improved with HOME Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

**16.4 Real Property Acquired or Improved with State Housing Trust Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families

and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

#### **Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES**

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

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

#### **Section 18. SUBCONTRACTING**

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

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

#### **Section 19. FAILURE TO MAKE PROGRESS**

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

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

## **Section 20. TERMINATION FOR CAUSE**

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

## **Section 21. TERMINATION FOR CONVENIENCE**

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

## **Section 22. ENFORCEMENT**

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

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

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

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

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

### **Section 23. CANCELLATION**

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

### **Section 24. RECORDS RETENTION**

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

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

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

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

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

**Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS**

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

**Section 26. AVAILABILITY OF FUNDS**

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is

exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### **Section 27. APPLICABLE LAW AND ARBITRATION**

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

#### **Section 28. INDEMNIFICATION**

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

#### **Section 29. FEDERAL GOVERNMENT LIABILITY**

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

#### **Section 30. AUDIT**

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

### **Section 31. AUDIT EXCEPTIONS**

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

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

### **Section 32. UNALLOWABLE USE OF FUNDS**

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

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

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

### **Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF**

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

### **Section 35. IDENTIFICATION OF DOCUMENTS**

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

### **Section 36. COPYRIGHT**

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

### **Section 37. RIGHTS IN DATA**

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

### **Section 38. FUNDING CONDITIONS**

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

### **Section 39. NON-DISCRIMINATION**

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002

(42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

#### **Section 40. THIRD PARTY ANTITRUST VIOLATIONS**

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

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

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient’s subcontractor is complying with the warranty under paragraph (a).

#### **Section 42. INSURANCE**

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

Recipient and its subcontractors, at Recipient’s and subcontractors’ own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly

licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

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

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

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

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

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

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

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

#### **42.1 Required Coverage**

**Commercial General Liability.** Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a

\$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

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

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

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

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

#### **42.2 Certificates of Insurance**

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

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

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

**42.3 Cancellation and Expiration Notice**

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

**42.4 Self Insurance**

The parties acknowledge that Recipient is self-insured and that such self-insurance satisfies the requirements of this Section 42.

**Section 43. PRIVACY CONSIDERATIONS**

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

**Section 44. NOTICES**

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

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

APACHE COUNTY  
*Entity*  
RYAN PATTERSON, COUNTY MANAGER  
*Attention (if applicable)*  
PO BOX 428  
*Mailing Address*  
SAINT JOHNS, AZ 85936  
*City State Zip*

**Section 45. REGISTRATION WITH SOCIAL SERVE**

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with [socialserve.com](http://socialserve.com) and keep the project listed with [socialserve.com](http://socialserve.com) for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

**Section 46. ADOH SIGNAGE**

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

**Section 47. PHOTOGRAPHS**

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

**Section 48. STATE OF ARIZONA**

This Agreement shall be construed in accordance with the laws of the State of Arizona.

**Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.**

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**Section 50. A.R.S. § 1-501 Relating to Federal Programs**

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

**Funding Agreement with  
State of Arizona, Department of Housing**

---

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

**THE STATE OF ARIZONA,  
ARIZONA DEPARTMENT OF HOUSING**

**APACHE COUNTY,  
RECIPIENT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Ruby Dhillon-Williams

Nelson Davis

TITLE: Interim Director

TITLE: Chairman, Board of Supervisors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Attachment A SCOPE OF WORK

### Apache County 127-25 – Vernon Food Pantry Improvements

#### Activity #1 - Administration

\$20,266 CDBG

To carry out all required actions to administer activities funded from the **FY 2024 NACOG Regional Account for Apache County**. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

#### Activity #2 – Food Pantry Improvements

\$148,948 CDBG

CDBG funds will be used to install a new modular structure to house the Vernon Food Pantry located at 26 Co Rd 3142 in the town of Vernon, Apache County, Arizona. Improvements will consist of installation of a new modular 50' x 60' structure (3,000 square feet) to allow for food storage and distribution by the current Food Pantry group. The building will consist of 90 cubic yards of concrete for a building pad, footers, and 4' sidewalks on two sides of the building. Approximately 200 feet of new 2" water line and roughly 500 feet of 4" septic line will be installed at the site. Scope also includes installation of an approximate 200' by 12' compacted limestone driveway. All permitting to be handled by Apache County.

This activity will meet the Low to Moderate Income National Objective (LMC) and will benefit approximately 136 people of whom 136 (or 100%) are low-to-moderate income.

#### HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Availability/Accessibility

Indicator(s): Number of people (LMI included) with improved access

Data Collection Methodology: Document the number of low-income individuals who have improved access to food pantry services.



Arizona  
Department  
of Housing

CDBG

ATTACHMENT B

**ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION** Page 1 of 1

Recipient	Apache County		Date		
Contract No	127-25	Contract Period: from May 2025 to December 15, 2026	Revision		
Activity	Vernon Food Pantry Improvements		Month		
Recipient Address	PO Box 428		City	Saint Johns	
Contact Person	Ryan Patterson, County Manager		Zip Code	85936-0428	
Phone	928-337-4364	Email	<a href="mailto:dmorgan@apachecountyaz.g">dmorgan@apachecountyaz.g</a>	County	Apache
Program Specialist	Devon Mingey	Email	<a href="mailto:devon.mingey@azhousing.gov">devon.mingey@azhousing.gov</a>		

**Indicate adherence to contract or schedule changes. Due by the 15th of each month.**

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Environmental Review Completed	5/15/2025		
Execute ADOH Contract	6/1/2025		
Engineering and Design	8/1/2025		
Finalize Documents & Prepare Bid Package	10/1/2025		
Bid Opening	11/1/2025		
Award Contract	12/1/2025		
Construction begins	2/1/2026		
Construction Complete	11/1/2026		
Final Inspections	12/1/2026		
Project Complete - Contract Expires	12/15/2026		

**Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.**

Last RFP submitted on:	
Recipient Authorized Signature	Date
	Title





**ATTACHMENT E**  
**SPECIAL CONDITIONS**

1. RECIPIENT agrees to comply with the Build America, Buy America Act (BABA) as outlined below:

a. "On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023.

Additional details on fulfilling the BABA requirements can be found at [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA)."

## ATTACHMENT F

### CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him (her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

- c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
  13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
  15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
  16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
  18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
  19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
  20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

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  
SUPERVISOR  
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 859

**RESOLUTION OF THE BOARD OF SUPERVISORS  
AUTHORIZATION TO SUBMIT APPLICATIONS  
AND IMPLEMENT CDBG PROJECTS  
RESOLUTION NO: 2024- 01**

A RESOLUTION OF THE APACHE COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY24 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Apache County is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within these application(s) address the community's identified housing and community development needs, including the needs of low and moderate income persons; and


WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:


NOW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors authorize application to be made to the State of Arizona, Department of Housing for FY24 CDBG funds, and authorize the Chair of the Board to sign application and contract or grant documents for receipt and use of these funds for projects on the attached ranking list, and authorize the Chair of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

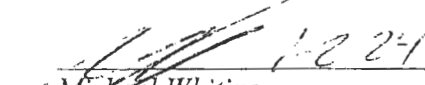
THAT this application for State CDBG funds meets the requirements of low and moderate income benefit for activities justified as benefiting low and moderate income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT Apache County will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the(these) application(s).

Passed and adopted by the Apache County Board of Supervisors this 2<sup>nd</sup> day of January 2024.

  
\_\_\_\_\_  
*Joe Shikley, Jr.*  
*Chairman of the Board of Supervisors*

ATTEST:  
  
\_\_\_\_\_  
*Ryan Patterson*  
*Clerk of the Board*

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
*Michael Whiting*  
*County Attorney*



CDBG

ATTACHMENT B

**ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION** Page 1 of 1

Recipient	Apache County	Date	
Contract No	127-25	Contract Period:	from May 2025 to December 15, 2026
Activity	Vernon Food Pantry Improvements		
Recipient Address	PO Box 428	City	Saint Johns
Contact Person	Ryan Patterson, County Manager	Zip Code	85936-0428
Phone	928-337-4364	County	Apache
Program Specialist	Devon Mingey	Email	<a href="mailto:dmorgan@apachecountyaz.g">dmorgan@apachecountyaz.g</a>
		Email	<a href="mailto:devon.mingey@azhousing.gov">devon.mingey@azhousing.gov</a>
<b>Indicate adherence to contract or schedule changes. Due by the 15th of each month.</b>			
<b>Contract Schedule</b>		<b>Contract Date</b>	<b>Complete Yes/No</b> <b>Modification Date</b>
Environmental Review Completed		5/15/2025	
Execute ADOH Contract		6/1/2025	
Engineering and Design		8/1/2025	
Finalize Documents & Prepare Bid Package		10/1/2025	
Bid Opening		11/1/2025	
Award Contract		12/1/2025	
Construction begins		2/1/2026	
Construction Complete		11/1/2026	
Final Inspections		12/1/2026	
Project Complete - Contract Expires		12/15/2026	
<b>Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP)</b>			
<b>RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.</b>			

**Last RFP submitted on:**

Recipient Authorized Signature  Date  Title



**ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2**

Recipient	Apache County		Date	
Contract No	127-25	Contract Period: from May 2025 to December 15, 2026	Pay Req. No	
Activity	Vernon Food Pantry Improvements		Direct Wire Dep	Yes No
Recipient Address	PO Box 428		City	Saint Johns
Contact Person	Ryan Patterson, County Manager		ZIP	85936-0428
Phone	928-337-4364	Email	County	Apache
Specialist	Devon Minge			
		Email		

**Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.**

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG FY2024	CDBG FY2024	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration	7191	\$ 20,266.00			\$ 20,266.00		\$ 20,266.00
Act. 2 Project Specific	7192		\$ 148,948.00		\$ 148,948.00		\$ 148,948.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
<b>Total</b>		\$ 20,266.00	\$ 148,948.00	\$ -	\$ 169,214.00	\$ -	\$ 169,214.00

Recipient Authorized Signature	Date	Title
<p><b>Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.</b></p>		
Performance Reports	Current <input type="checkbox"/> Not Current <input type="checkbox"/>	For ADOH Use Only
ADOH Program Specialist Approval	Date	ADOH Program Administrator Approval Date

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

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

Date/Signature: \_\_\_\_\_ 7/25/2025 \_\_\_\_\_

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

Executive session for personnel matters pursuant to A.R.S. 38-431.03 (A)(1) and/or for legal advice pursuant to A.R.S. 38-431.03(A)(3), regarding the continued employment of Apache County Engineer Ferrin Crosby with possible changes to the terms of his employment including potential discipline, up to and including termination of employment.

BOS Meeting Date Requested 7/1/2025

---

**PRE-AGENDA ITEM REVIEW**

Legal Review: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

---

Finance Review: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

---

Human Resources Review: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

---

Other Review: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

---

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

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

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

Date/Signature: \_\_\_\_\_

7/25/2025

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

Discussion and possible action regarding the continued employment of Apache County Engineer Ferrin Crosby with possible changes to the terms of his employment including potential discipline, up to and including termination of employment.

BOS Meeting Date Requested 7/1/2025

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

---

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

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

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*6/23/25* *[Signature]*

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

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

BOS Meeting Date Requested 7/1/2025

---

**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 \_\_\_\_\_