| Joe Shirley, Jr. | Alton Joe Shepherd | Travis Simshauser |
|---|---|---|
| Vice Chairman, District I | Chairman, District II | Supervisor, District III |

**NOTICE OF PUBLIC MEETING AND AGENDA OF**
**THE APACHE COUNTY BOARD OF SUPERVISORS AND**
**THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT**
**July 28, 2020**
**Board of Supervisors' Hearing Room, First Floor**
**75 West Cleveland Street**
**St. Johns, Arizona**
**8:30 a.m. MST**

Pledge of Allegiance.
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE**
**APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT**
**HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING**
**July 28, 2020**

1. Discussion and possible approval of IGA2020-014 Healthy People Healthy Communities effective July 1, 2020 through June 30, 2025. The portions of this fixed price IGA are: Tobacco Prevention and Cessation (Prop 200) $172,050, Chronic Disease (Prop 303) $12,950 and Teen Pregnancy Prevention $187,420.

2. Discussion and possible approval of the Memorandum of Understanding with Navajo County Public Health Services District identifying the roles and responsibilities of each party as they relate to the Registered Dietitian for the Navajo County WIC program that will be shared with the Apache County WIC Program. These services are provided at no cost to Apache County.

**NOTICE OF PUBLIC MEETING AND AGENDA OF**
**THE APACHE COUNTY BOARD OF SUPERVISORS**
**July 28, 2020**

1. County Manager: Discussion and possible approval of **CONSENT ITEMS:** All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

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

*A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 30, 2020 to July 28, 2020. 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 30, 2020.

*C. Request approval of a proclamation recognizing August as Child Support Awareness Month.

2. Recorder's Office: Pursuant to A.R.S. §16-411(B)(5), discussion and possible approval of a resolution to establish an emergency voting center for the Primary Election to take place on Monday, August 3, 2020 from 6:30 a.m. to 5:30 p.m. MST to be conducted in the Recorder's Office located at 75 W. Cleveland Street in St Johns, Arizona and administered by the Recorder's Office.

3. Recorder's Office: Pursuant to A.R.S. §16-411(B)(5), discussion and possible approval of a resolution to establish an emergency voting center for the General Election to take place on Monday, November 2, 2020 from 6:30 a.m. to 5:30 p.m. MST to be conducted in the Recorder's Office located at 75 W. Cleveland Street in St Johns, Arizona and administered by the Recorder's Office.

4. Finance Department: Discussion and possible approval of AZCares Fund Grant Agreement No. ERMT-209-011, in the amount of $7,055,552, with no match amount required.

5. Engineering Department: Discussion and possible approval of the Request for Qualification-selection of CMI Engineering for professional services including but not limited to all FEMA related Hazard Mitigation Grant Program applications, project management, coordination with State and Federal agencies, design and construction management consultation, public outreach coordination and facilitation. This Selection process, in compliance with CFR 200.317-326 Sub-Part D, and Contract Addendum between Apache County and Creative Multimedia, Inc., dba CMI Engineering is for a period of five (5) years. All existing contract terms and condition to remain the same.

6. Engineering Department: Discussion and possible authorization to convert the position of GIS Program Technician (Range 37) to a GIS Analyst (Range 45) and to increase the salary for Tammy Davis (by $5,000) due to a redistribution of duties, effective July 1, 2020. The following changes are funded through attrition with the departure of our current Engineering Tech III (Range 38) who will be retiring in December. The saving to the department for fiscal year 2021 will be $10,154.96 and $35,309.92 in subsequent years. These changes are included in the FY21 budget.

7. Sheriff's Office: Discussion and possible approval of Agreement DC-21-001 between Arizona Criminal justice Commission and the Apache County Sheriff's Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of $225,301. This grant requires a 25% match that will be paid utilizing RICO funds.

8. County Attorney's Office: Discussion and possible approval of an Arizona Criminal Justice Commission FY21 Grant for Drug Gang and Violent Crime Control FY2021 Cycle34, DC-21-020 in the amount of $67,976 with a match of $22,750 for the period of July 1, 2020 through June 30, 2021.

9. County Attorney's Office: Discussion and possible approval of an Arizona Criminal Justice Commission FY21 Victim Compensation Grant, Number VC-21-049 in the amount of $65,531 for the period of July 1, 2020 through June 30, 2021.

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

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

Posted this 23rd day of July 2020 @ 2:00 p.m. by

Ryan N. Patterson
Clerk of the Board

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

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

Preston Raban, Director ACPHSD 7/13/2020

Date/Signature: 06/25/2020

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

ACPHSD requests discussion and possible approval of IGA2020-014 Health People Healthy Communities effective 07/01/2020 through 06/30/2025. The portions of this fixed price IGA that ACPHDS will participate in are: Tobacco Prevention and Cessation Prop 200 at $172,050, Chronic Disease Prop 303 at $12,950, and Teen Pregnancy Prevention at $187,420. These amount were included in the FY21 budget.

BOS Meeting Date Requested 07/28/2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review: Approved. See email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review x

Other Review:

Signature

x

Check if item does not require review

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

# INTERGOVERNMENTAL AGREEMENT (IGA)

## Contract No. IGA2020-014

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

**Project Title:** Healthy People Healthy Communities **Begin Date:** July 1, 2020

**Geographic Service Area:** Apache County **Termination Date:** June 30, 2025

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:

- [X] **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.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name:
Address:

**FOR CLARIFICATION, CONTACT:**

Name: _____

Phone: _____

FAX No: _____

E-mail: _____

**CONTRACTOR SIGNATURE:**
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Print Name and Title

**This Contract shall henceforth be referred to as Contract No.** IGA2020-014 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.

**State of Arizona**

**Signed this** _____ **day of** _____, **2020**

**Procurement Officer**

**CONTRACTOR ATTORNEY SIGNATURE:**

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

7/7/2020

Signature of Person Authorized to Sign Date

Celeste Robertson - Deputy County Attorney

Print Name and Title

**Attorney General Contract, No. P0012014000078,** which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
**The Attorney General, BY:**

**Signature** **Date**

Assistant Attorney General:

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Emerging Issues"* means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.

1.11 *"Evidence-Based Strategies"* are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: http://www.thecommunityguide.org/) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons http://www.communitycommons.org/)

1.12 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.13 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.14 *"HPHC IGA"* means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.

1.15 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.

1.16 *"May"* means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.

1.17 *"Must"* means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.

1.18 *"Procurement Officer"* means the person duly authorized by the State to enter into, administer Contracts,

and make written determinations with respect to the Contract.

1.19 *"Program Manager"* means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.

1.20 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.21 *"Scope of Work"* means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.

1.22 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.23 *"Site Visit"* means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.

1.24 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.25 *"State"* means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

**2. Contract Type.**

This Contract shall be:

X Fixed Price

**3. Contract Interpretation.**

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

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

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

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

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

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

**4. Contract Administration and Operation.**

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

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

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

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

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

4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1. *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2. *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10. Property of the State.

4.10.1. *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

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

4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

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

## 5. Costs and Payments

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

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

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

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

5.6.4. Cancel the Contract.

## 6. Contract Changes

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

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

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

## 7. Risk and Liability

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

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

7.3. Force Majeure.

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

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

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

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

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

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

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

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

parties to the Contractor for or toward the fulfillment of this Contract.

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

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

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

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

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

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2. Stop Work Order.

9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3. Non-exclusive Remédies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

## 10. Contract Termination

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

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

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

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

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

## 11. Arbitration

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

## 12. Communication

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

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

## 13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services

provided pursuant to this Contract and which is acceptable to and approved by the State.

**14. Sovereign Immunity**

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

**15. Administrative Changes**

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

**16. Survival of Terms After Termination or Cancellation of Contract**

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

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

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

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

**18. Comments Welcome**

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

**19. Data Universal Numbering System (DUNS) Requirement**

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

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

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

**21. Contracting; Procurement; Investment; Prohibitions**

21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

**22. Technology Replacement**

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

**23. Authorization for Provision of Services**

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

## 1. Background

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

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

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

Beginning in July 2020, there will be two (2) separate HPHC IGAs; a fixed price contract and a cost reimbursement contract. This fixed price IGA will also include the Child Fatality Review Program. The programs to be included in this fixed price contract are: Tobacco, Teen Pregnancy Prevention, and Health in Arizona Policy Initiative (HAPI), Public Health Improvement, and the Child Fatality Review Program.

The Child Fatality Review is administered by the Arizona Department of Health Services (ADHS), and utilizes locally developed multi-disciplinary teams throughout the state to conduct a detailed review of the circumstances surrounding childhood deaths. The purpose of the program is to develop and implement data-driven recommendations for reducing preventable childhood deaths.

## 2. Purpose

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

## 3. Objective

**The County Contractor will implement evidence-based strategies and conduct child fatality reviews at the local community level that:**

3.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play;

3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices;

3.3 Review the circumstances surrounding the deaths of children, from birth through age seventeen (17), occurring in Arizona, to determine the preventability of each death and develop recommendations to reduce preventable childhood deaths; and

3.4 Review the deaths of all children who reside in their counties, and also the deaths of all children which occur within their counties, including children who were not residents of Arizona

**4. Scope of Service**

This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties are also expected to conduct multi-disciplinary reviews, of all childhood deaths (under the age of eighteen (18) years old) of residents of the contracted county and of deaths occurring within the contracted county of children who were not residents of Arizona, in accordance with ARS §§ 36-3502 and 36-3503. Counties must comply with policies and procedures established by the ADHS Child Fatality Review Program and approved by the State Child Fatality Review Team. Counties must select from a menu of evidence-based strategies, found in Exhibits A-F that influence individual behaviors, policy, organizational practices, systems, and environments though the following specific program areas:

4.1 Exhibit A - Tobacco;

4.2 Exhibit B - Health in Arizona Policy Initiative (HAPI);

4.3 Exhibit C - Public Health Improvement;

4.4 Exhibit D - Teen Pregnancy Prevention;

4.5 Exhibit E - Child Fatality Review; and

4.6 Exhibit F – Supporting Documentation.

**5. Evaluation:**

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

**6. Approvals:**

6.1 The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall be approved by ADHS;

6.2 Once the Action Plan has been approved, any changes to the approved activities, or strategies must be approved again, by ADHS prior to implementation;

6.3 Capital Equipment (Single item purchase of $5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case

basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan;

6.4 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;

6.5 Quarterly reports and completed Child Fatality Review data forms shall be submitted to the ADHS Child Fatality Review Program Manager prior to payment;

6.6 All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation. The approval process document will be provided to all Counties and must be followed in order for the proposed local emerging issue to be worked on;

6.7 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and

6.8 All evaluation components that involve human subjects.

**7. Tasks**

**The County Contractor will for the overall IGA:**

7.1 Develop and implement a 3-year Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;

7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;

7.3 Implement the approved strategies;

7.4 Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources; and

7.5 Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the ADHS IGA Program Manager. Examples of acceptable supporting documentation can be found in Exhibit F. Further guidance will be provided by ADHS Program Managers, as needed.

**The County Contractor will for the Child Fatality Review:**

7.6 Establish and maintain a team consisting of the following membership in accordance with ARS § 36-3

7.6.1 County medical examiner or designee,

7.6.2 Child Protective Services Administrator or designee,

7.6.3 County Health Department Director or designee,

7.6.4 A domestic violence specialist,

7.6.5 A psychiatrist or psychologist licensed in this state,

7.6.6 A pediatrician certified by the American Board of Pediatrics or a family practice physician certified by the American Board of Family Practice,

7.6.7 A person from a local law enforcement agency,

7.6.8 A person from a local prosecutor's office, and

7.6.9 A parent;

7.7 Provide orientation to all members and consultants which include, at a minimum, the following topics:

7.7.1 Instruction regarding confidentiality,

7.7.2 Use of the data forms,

7.7.3 Public access to team information,

7.7.4 Responsibilities and limitations of team membership; Process and goals of fatality review,

7.7.5 The promotion of culturally diverse and competent approaches in case reviews; and Review materials provided by the State Team,

7.7.6 The promotion of culturally diverse and competent approaches in case reviews, and

7.7.7 Review materials provided by the State Team;

7.8 Establish procedures for access to the following records related to the circumstances surrounding child fatalities:

7.8.1 Death Certificates,

7.8.2 Birth Certificates,

7.8.3 Law enforcement Reports,

7.8.4 Medical Examiner's Reports,

7.8.5 Medical Records,

7.8.6 Child Protective Services' Reports, and

7.8.7 Other Records as Needed,

7.8.8 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews, and

7.8.9 Prepare quarterly reports to the ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews.

7.9 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work;

7.9.1 Complete the standardized data form, approved by the State Child Fatality Review Team, on each review The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility, and must sign the review form prior to submittal to the ADHS Child Fatality Review Program;

7.9.2 Keep a written log of cases received for review and date of review, and

7.9.3 Participate in Local Team Coordinators meetings at a minimum of once each calendar year.

**ADHS will:**

7.9.4 Review, provide feedback, and approve the Annual Action Plan(s), Annual Budgets, and Supporting Documentation within thirty (30) days of submission,

7.9.5 Provide evidence-based strategies and supporting resources,

7.9.6 Provide a Quarterly Reporting Template,

7.9.7 Provide the Annual Action Plan Template,

7.9.8 Provide a Budget Plan and CER Template, and

7.9.9 Collaborate and work with the County to develop a comprehensive Logic Model Template;

7.10 Provide Outcome Measures and examples of process, or intermediate performance measures, as needed;

7.10.1 Provide a Financial Guidance Document (if applicable),

7.10.2 Provide feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,

7.10.3 Provide access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and subject matter experts related to the strategy for which the County has received funding,

7.10.4 Coordinate and conduct Contractor site visits. Note: If not yearly, at least every two (2) years a site visit will be conducted,

7.10.5 Provide Child Fatality data forms and instructions, and

7.10.6 Provide the Child Fatality Review Program Policies and Procedures Manual.

**8. Requirements:**

**The County Contractor shall meet the requirements listed below:**

8.1 All revisions to the Annual Action Plan strategies, goals, objectives, and timelines will require joint review and approval from ADHS staff;

8.2 All staffing and programmatic changes will be reported to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen **(15) days.** Once someone is hired for a job vacancy, an email containing the new hire's full name, contact information, start date, areas of the IGA that she/he will work in, and a resume will be submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen **(15) days;**

8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars ($5,000.00) will be requested in writing and submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager for approval;

8.4 Food purchases are allowed within guidelines for federally funded programs. Food and/or beverages served at events/meetings are not to be paid for with State funds per the State of Arizona Accounting Manual (SAAM) policy, found here: https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf. Contractors shall submit a *Request for Purchase of Food* form to the HPHC IGA Program Manager. Food provided must not exceed the allowable ADHS per diem rates, when provided at an event, or an activity. A speaker/presenter during lunch is required, and the food request should have a strong justification. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf. Note: No food purchases shall be purchased and/or reimbursed until a *Request for Purchase of Food* form has been approved and signed by the ADHS Chief Financial Officer;

8.5 Comply with all federal and State reporting requirements;

8.6 At least one Program Manager, or coordinator from each HPHC IGA program must be in attendance of the Annual HPHC IGA Summit;

8.7 Funds cannot be used for any lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government;

8.8 For the County Child Fatality Review Program, the program will maintain, keep on file, and make available upon request to ADHS' Child Fatality Review Program, a current list of members, including the designation of a team Chairperson;

8.9 For the County Child Fatality Review Program, the program will maintain an original, signed confidentiality form on each member of the County Child Fatality Review team;

8.9.1 For the County Child Fatality Review Program, the program will maintain a secured and locked file cabinet for storage of records; and

8.9.2 For the County Child Fatality Review Program, the program will abide by standards and protocols in accordance with the ADHS Child Fatality Review Team and Program Policies and Procedures Manual.

**9. Deliverables and Delivery Schedule**

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

9.1 Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June); Supporting Documentation is to also be submitted. Counties will select from a menu of acceptable forms of Supporting Documentation found in Exhibit F;

9.2 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);

9.3 A final CER invoice not later than forty-five (45) days following the end of each Agreement year;

9.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;

9.5 Notify ADHS IGA Program Manager of any change in program staff under this Agreement within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e. email and phone number), and resume within the fifteen (15) days window period;

9.6 Collaborate and participate with ADHS on the development of a logic model;

9.7 Submit an Annual Action Plan by August 15th;

9.8 Submit an Annual Budget Plan by August 15th;

9.9 Submit an Annual Report forty-five (45) days following the end of each Agreement year;

9.10 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use;

9.11 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

9.12 A complete and accurate Child Fatality Review Form for each death reviewed by the Local Team. Data forms must be submitted by the fifteenth (15th) day of each month, following the month of the fatality review;

9.13 All reviews of child fatalities occurring during the prior calendar year these reviews must be completed and data forms submitted by the 30th of June; and

9.14 Local Fatality Team Quarterly Reports on or before the thirtieth ($30^{th}$) day of the month following the quarter. Due dates are as follows: October 30th, January 30th, April 30th, and July 30th. Quarterly reports must contain the Local Teams' membership lists, activities, number of cases reviewed, and obstacles to completion of reviews.

**10. Notices, Correspondence, and Reports**

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

**For Overall Fixed Price IGA**:

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

**For Child Fatality Review**:

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

10.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

**Apache County**

Attn: Kimberly Penrod
PO Box 697
United States
St. John's AZ, 85936
Office: KPENROD@CO.APACHE.AZ.US

## APACHE –IGA2020-014
## JULY 1, 2020 - JUNE 30, 2021

### ACTION PLAN

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|---|---|---|---|
| Action Plan –includes Tobacco Prop 200 = $8,604.36; Chronic Disease Prop 303 = $647.64; Teen Pregnancy = $37,484.00 | EA | 1 | $46,736.00 | $46,736.00 |

### TOBACCO

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|---|---|---|---|
| See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement) | QTR | 4 | $40,861.41 | $163,445.64 |

### HEALTH IN ARIZONA POLICY INITIATIVE (HAPI) - CHRONIC DISEASE

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|---|---|---|---|
| See SOW for Specific Service Strategies (i.e. Chronic Disease) | QTR | 4 | $3,075.59 | $12,302.36 |

### TEEN PREGNANCY PREVENTION

| ITEM/SERVICE DESCRIPTION | UNIT OF MEASURE | NUMBER OF UNITS | UNIT RATE | TOTAL |
|---|---|---|---|---|
| See SOW for Specific Service Strategies | QTR | 4 | $37,484.00 | $149,936.00 |

### TOTAL

| ITEM/SERVICE DESCRIPTION | | | | TOTAL |
|---|---|---|---|---|
| **GRAND TOTAL** | | | | **$372,420.00** |

**Evidence-Based Strategies for Tobacco**

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

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

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

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

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

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

**1. Strategic Area: Tobacco**

1.1 Reduce tobacco-related disparities among target populations. Counties will select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming;

1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required),

1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement;

1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts; and

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

1.1.1.4 Collaborate with schools in their counties by:

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

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

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

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

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

1.2.1.2 People of low socioeconomic status;

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

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

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

1.2.2.1 Employers; and

1.2.2.2 Healthcare systems, including:

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

1.2.2.2.2 Hospitals;

1.2.2.2.3 Community clinics;

1.2.2.2.4 Private practices;

1.2.2.2.5 Behavioral Health Clinics; and/or

1.2.2.2.6 Substance Abuse Centers

1.3 **Participate in at least one ADHS-led Tobacco Work Group that addresses one of the following priority issues:**

1.3.1 Youth,

1.3.2 Secondhand Smoke, and

1.3.3 Emerging Issues;

1.4 **Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):**

1.4.1 1:1 Calls,

1.4.2 Group monthly conference calls,

1.4.3 Annual HPHC IGA Summit, and

1.4.4 In-person semi-annual statewide partner meetings, to occur:

1.4.4.1 Spring (March/April); and

1.4.4.2 Fall (September/October;

1.5 **Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.**

1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.

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

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

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

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

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

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

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

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

2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks, and

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

### 2.2 Community Engagement

2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks,

2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks,

2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

### 2.3 Systems Change

2.3.1 Assess and identify gaps in addressing "Little p" system changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

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

2.4 **Emerging Issues**

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

2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.5 **Workforce Capacity Building/Professional Development**

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

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

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

## EVIDENCE-BASED STRATEGIES FOR Public Health Improvement

The purpose of the Public Health Improvement funding is to ensure a strong, inclusive, and connected state and local government public health system in Arizona. By supporting county health departments and their directors in the practice of public health, they can effectively perform essential public health services and meet Public Health Accreditation Board (PHAB) and their performance standards. The county health departments may use several strategies to support local initiatives to achieve healthy communities. As health departments often may not have identified funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues.

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

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

### 3. Strategic Area: Public Health Improvement

#### 3.1 Seeking PHAB Accreditation or Reaccreditation

3.1.1 Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation, and

3.1.2 Implement activities, training, and tools for the Local Health Department (LHD) to achieve PHAB reaccreditation sustainability;

#### 3.2 Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management

3.2.1 Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives,

3.2.2 Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions, and

3.2.3 Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities;

#### 3.3 Maintain a Competent Workforce

3.3.1 Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives,

3.3.2 Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional development, and

3.3.3 Conduct activities to support the larger public health workforce of the community;

#### 3.4 Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community

3.4.2 Conduct collaborative activities with the community to develop, enhance, and disseminate the

community health assessment;

3.5 **Develop Policies and Plans**

3.5.2 Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan,

3.5.3 Conduct activities to track and implement goals set in the county health improvement plan,

3.5.4 Complete activities to develop, implement, and maintain a strategic plan, and

3.5.5 Complete activities to develop, implement, and maintain an all hazards emergency operations plan;

3.6 **Other Activities**

**Health Equity**

3.6.1 Develop and implement strategies that address health inequity and cultural competence,

**Administrative and Management Capacity**

3.6.2 Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues, and

**Emerging Issues**

3.6.3 Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage of funds to be approved by ADHS).

**EVIDENCE-BASED STRATEGIES FOR Teen Pregnancy Prevention**

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.

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

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

**4. Strategic Area: Teen Pregnancy Prevention**

4.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.

4.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of four (4) Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age,

4.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual, and

4.1.3 Program tasks include but are not limited to:

4.1.3.1 Delivery of curriculum in a variety of settings – in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.;

4.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections;

4.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation;

4.1.3.4 Maintaining up-to-date attendance records;

4.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to

ADHS;

4.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage;

4.1.3.7 Completion of fidelity monitoring logs following each session delivered;

4.1.3.8 Submitting monthly unduplicated counts of youth served;

4.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received;

4.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.; and/or

4.1.3.11 Navigating the TPP SharePoint portal for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

**EVIDENCE-BASED STRATEGIES FOR Child Fatality Review**

The mission of the Child Fatality Review is to reduce preventable child fatalities in Arizona through a systematic, multi-disciplinary, multi-agency, and multi-modality review process. Prevention strategies, interdisciplinary training, community-based education, and data-driven recommendations are derived from this report to aid legislation and public policy.

Local Child Fatality Review Teams review the circumstances surrounding the deaths of children, birth through seventeen years of age, occurring within the State of Arizona.

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

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

**5. Strategic Area: Child Fatality Review Program**

5.1 Conduct multi-disciplinary reviews, in accordance with A.R.S. § 36-342, 36-3501-4, of all child deaths (ages 0-17 years old) of residents of the listed county, and of deaths occurring within the listed county who were not residents of Arizona.

5.2 Comply with policies and procedures established by the ADHS CFRP and approved by the State Child Fatality Review Team. Program task include, but are not limited to:

5.2.1 Establish and maintain a team consisting of the following membership in accordance with ARS 36-3502;

5.2.2 Provide orientation to all members and consultants which include topics that are outlined in Exhibit X of the contract;

5.2.3 Establish procedures for access records related to the circumstances surrounding child fatalities as outlined in Exhibit X of the contract;

5.2.4 Establish procedures to track fatalities requiring review by the Local Team and completion of reviews;

5.2.5 Prepare Quarterly reports to ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews;

5.2.6 Convene team meetings, at a frequency sufficient to review all fatalities with the identified scope of work;

5.2.7 Complete the standard data form, approved by the State Child Fatality Team, on each review. The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility and must sign the review form prior to submittal to ADHS Child Fatality Review Program;

5.2.8 Keep a written log of cases received for review and date of review;

5.2.9 Participate in Local Team Coordinators meetings at a minimum of once each calendar year; and/or

5.2.10 Implement all other requirements outlined in Exhibit X of the contract

| IGA2020-014 | INTERGOVERNMENTAL AGREEMENT (IGA)<br>EXHIBIT F<br>Supporting Documentation |
|---|---|

Requests for supporting documentation are expected to be on a semi-annual basis, but dependent on the county's ability to provide sufficient documentation. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request.

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

**1. Tobacco**

1.1 Tobacco Cessation

1.1.1 Quarterly data on the number of ASHLine referrals from partners within their communities

1.2 Tobacco Prevention

1.2.1 Meeting sign-in sheets from STAND coalition activities or community events: including the number of community members reached,

1.2.2 Evaluation results from parent, teacher, provider, and/or youth education events, and

1.2.3 Data or outcome measurements from programs implemented at the local level (i.e. ASPIRE - number of youths completing training and any evaluation related data).

1.3 Emerging Issues

1.3.1 Evaluation results from vape special projects (i.e. Task Force, key informant interviews, focus groups documentation).

**2. Health in Arizona Policy Initiative (HAPI)**

2.1 The sign-in sheet for the trainings or wellness activities that occurred;

2.2 Event flyers; meeting/training agendas and/or sign-in sheets;

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

2.4 Certificate of completion or sign in sheet (or agenda, if a sign in sheet is not available) for CLAS Standards training - https://thinkculturalhealth.hhs.gov/clas;

2.5 Become a member of CoverAZ Coalition - deliverable documentation could include sign-in sheet or other proof of membership;

2.6 Final Reports (i.e. focus group results);

2.7 Photographs (i.e. proof of water station installation);

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

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

2.10 Materials/strategy plan used for public awareness campaign;

2.11 Reporting of process or intermediate performance measures related to the activity within the strategic area(s);

2.12 Staff training certificates;

2.13 Partner list or partner meeting agendas;

2.14 Completed Assessments; and

2.15 Developed Action Plans for implementation.

**3. Public Health Improvement**

3.1 Quality Improvement or Performance Management Training

3.1.1 Sign-in sheets and training materials (slide deck, resources),

3.2 Quality Improvement Project Completion

3.2.1 Storyboard of project work,

3.3 Strategic Planning Development

3.3.1 Documentation of in-person sessions resources/slides used and sign-in sheets, the outcome of planning (action plan), and

3.4 Establishment of Performance Management system

3.4.1 Artifacts of system integration (tracking of visual management, metric review)

**4. Teen Pregnancy Prevention**

4.1 Participation in training and conferences: Certificates of Completion;

4.2 Parent nights/health fairs: Flier signed by authorized representative of event; and

4.3 Instead of submitting attendance records as proof of services performed, counties will submit the TPP Verification of Curriculum Delivery Form (see below). The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum document to verify the classes provided are reflective of the narrative in the quarterly reports.

**Teen Pregnancy Prevention Program**

Verification of Curriculum Delivery

I, _____ verify that Health Educators have conducted
*(County Teen Pregnancy Prevention Program Manager)*

delivery of Teen Pregnancy Prevention curriculum delivery during _____ in the
*(Month)*

following schools/organizations:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Required deliverables such as fidelity monitoring reports and Wyman Teen Outreach Program attendance & CSL hours, if applicable, have also been submitted: attendance records and ADHS TPP active parental consent forms have been collected, recorded, and are on file.

_____ _____
*(Program Manager Signature)* *(County)*

## 5. Child Fatality Review

5.1 A sign in sheet and agenda for all review meetings

# Boycott of Israel Disclosure

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

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

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

**Under A.R.S. §35-393:**

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

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

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

☑ The Company submitting this Offer <u>**does not**</u> participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ The Company submitting this Offer <u>**does**</u> participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*

☐ Exempt Solicitation, Contract, or Contractor.

**Indicate which of the following statements applies to this Contract:**

☐ Solicitation or Contract has an estimated value of less than $100,000;

| IGA2020-014 | INTERGOVERNMENTAL AGREEMENT (IGA)<br>ATTACHMENT A<br>Boycott of Israel |
|---|---|

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☑ Contractor is a non-profit organization.

Apache County Public Health Service District
Company Name

Signature of Person Authorized to Sign

PO Box 697
Address

Preston Kaban
Printed Name

St. Johns AZ 85936
City State Zip

Director
Title

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

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

Preston Raban, Director ACPHSD 7/15/2020

Date/Signature: 07/13/20

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 Memorandum of Understanding with Navajo County Public Health Services District identifying the roles and responsibilities of each party as they relate to the Registered Dietitian for the Navajo County WIC Program that will be shared with the Apache County WIC Program. These services are provided at no cost to Apache County.

BOS Meeting Date Requested 07/28/20

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review x

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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

NAVAJO COUNTY
PUBLIC HEALTH SERVICES DISTRICT
*Promoting Quality Health through Community Education, Planning and Partnerships*

WIC ARIZONA

**Jeffrey Lee, MS, MPA, CEM**
**Health Director**

**Wade Kartchner, MD, MPH**
**Medical Director**

# MEMORANDUM OF UNDERSTANDING

## between

## Navajo County Public Health Services District

## and

## Apache County Public Health Services District

This Memorandum of Understanding ("MOU") is created by and between the Navajo County Public Health Service District, (hereinafter "NCPHSD") and Apache County Public Health Service District, (hereinafter "ACPHSD") to clearly identify the roles and responsibilities of each party as they relate to the position of a full-time WIC Program Registered Dietitian (RD) for the Navajo County WIC Program, that is to be shared by both Navajo and Apache County WIC Programs. This MOU is not a contract, nor is it intended to be used as a substitute for a contract. Instead, this MOU serves to state the parties' intended actions and to facilitate the actions and functions stated and discussed below:

## I. PURPOSE

As stated above, the purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the position of a full-time WIC Program Registered Dietitian (RD) for the Navajo County WIC Program, that is to be shared by both Navajo and Apache County WIC Programs.

## II. INTENTIONS, ROLES, AND RESPONSIBILITIES

This full-time position will be fully funded by the Navajo County WIC Program grant annually awarded through the Arizona WIC Program grant. NCPHSD and ACPHSD mutually agree to the following roles/responsibilities in regards to sharing the WIC Program Registered Dietitian (RD):

**A. NCPHSD will:**

1. Employ the RD full time and provide the option of receiving full-time employee benefits.
2. Maintain flexibility in this schedule to allow for WIC Staff coverage in both Navajo and Apache Counties as deemed necessary.

**B. ACPHSD will:**

1. Provide office space and equipment for the RD in Apache County when the RD is working in Apache County.

**C. RD will:**

1. Provide nutrition counseling to High Risk/Medium Risk clients in both counties, but time will be prioritized based on clinics with the highest need/demand of High Risk/Medium Risk clients.
2. Assist in providing required training for new and existing staff in both Navajo and Apache Counties.
3. Present new and relevant nutrition information to the Staff at Local Agency monthly staff trainings to ensure all staff receives a minimum of 6 CEUs in nutrition as required by the ADHS WIC contract.
4. Assist in maintaining and updating both Local Agency WIC Nutrition Services Training Plans as needed.
5. Be responsible for maintaining required Local Agency, Navajo County, Apache County, and ADHS WIC training requirements, as well as RD credential requirements as set forth by CDE. (75 CEUS every 5 yrs.)
6. Attend ADHS WIC trainings and meetings, i.e. face-to-face meetings.
7. Assist in conducting Staff assessments and provide mentoring/feedback as needed. Also, provide input/feedback on annual staff performance reviews.
8. Have the option to use various means of seeing clients, due to weather, road conditions, or lack of clients. RD may opt to use in-person/Face-to-Face, video-conferencing, or telephone contacts upon approval from Program Manager.
9. Will periodically assist various Staff in both Local Agencies with all WIC appointments (Certifications, Mid-certifications, and Nutrition Education Appointments) when available to do so.

**III. TERM**

This Agreement shall remain in effect from the date of the signing of the agreement for five years. This agreement can be ended with a 60-day notice by either party. This agreement is also terminable in accordance with the provisions of A.R.S. § 38-511, and that statute is hereby incorporated into this agreement by reference.

WHEREFORE, the duly authorized officials of the parties have executed this Memorandum of Understanding on the dates affixed by their signatures with the effective date as stated above:

**APACHE COUNTY**

Dr. Joe Shirley, Jr.
Chairman
Board of Supervisors

Date:

**Apache County Health Service District**

Preston Raban
Director

Date:

Attest:
Clerk of the Board

Approved as to form and authority:

Deputy County Attorney

**NAVAJO COUNTY**

Dawnafe Whitesinger
Chairwoman
Board of Supervisors

Date:

**Navajo County Health Service District**

Jeffrey Lee, MS, MPA, CEM
Director

Date:

Attest:
Clerk of the Board

Approved as to form and authority:

Deputy County Attorney

**Winslow Office**
619 East Third Street
Winslow, Arizona 86047
Phone: (928) 289-6830
FAX: (928) 289-6826

**Holbrook**
117 East Buffalo Street
Holbrook, Arizona 86025
Phone: (928) 524-4750
FAX: (928) 524-4754

**Show Low Office**
600 North 9th Place
Show Low, Arizona 85901
Phone: (928) 532-6050
FAX: (928) 532-6054

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

date/time stamp

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

Finance

Date/Signature:

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

Request approval of demands as distributed to the Apache County Board of Supervisors between June 30, 2020 to July 28, 2020. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested July 28, 2020

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PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

---

Finance Review:

Signature

---

Human Resources Review:

Signature

---

Other Review:

Signature

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

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Approved by the BOS Oct. 20, 2015

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|---|---|---|---|---|---|---|---|
| Open | NBAZ - Warrant Clearing Account | Check | 1088066 | 07/01/2020 | Accounts Payable | ARIZONA COALITION FOR VICTIM SERVICES | 150.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088067 | 07/01/2020 | Accounts Payable | ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL | 600.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088068 | 07/01/2020 | Accounts Payable | ARIZONA SCHOOL ADMINISTRATORS INC | 255.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088069 | 07/01/2020 | Accounts Payable | AZ COUNTIES INSURANCE POOL | 594,167.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088070 | 07/01/2020 | Accounts Payable | AZ REPUBLIC | 666.38 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088071 | 07/01/2020 | Accounts Payable | AZ SECRETARY OF STATE | 43.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088072 | 07/01/2020 | Accounts Payable | MALENA GENEVIEVE BAZURTO | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088073 | 07/01/2020 | Accounts Payable | MARLEITA BEGAY | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088074 | 07/01/2020 | Accounts Payable | BETH BOND | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088075 | 07/01/2020 | Accounts Payable | CNA SURETY | 100.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088076 | 07/01/2020 | Accounts Payable | ROGER STUART CURTIS | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088077 | 07/01/2020 | Accounts Payable | ELECTION SYSTEMS AND SOFTWARE | 3,439.91 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088078 | 07/01/2020 | Accounts Payable | GABRIEL FREELAND | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088079 | 07/01/2020 | Accounts Payable | RUBEN C GARCIA JR. | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088080 | 07/01/2020 | Accounts Payable | GREER COMMUNITY FACILITIES | 849.40 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088081 | 07/01/2020 | Accounts Payable | TIMOTHY HINTON | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088082 | 07/01/2020 | Accounts Payable | ANNELL R HOUNSHELL | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088083 | 07/01/2020 | Accounts Payable | ROCHELLE HUBBELL | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088084 | 07/01/2020 | Accounts Payable | DAVID LAMM | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088085 | 07/01/2020 | Accounts Payable | LARRY TRAVIS HEAP | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088086 | 07/01/2020 | Accounts Payable | DEENA CHRISTINE MATTICE | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088087 | 07/01/2020 | Accounts Payable | CHRIS MCCARTHY | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088088 | 07/01/2020 | Accounts Payable | REITA MOORE | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088089 | 07/01/2020 | Accounts Payable | DIANA M MORGAN | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088090 | 07/01/2020 | Accounts Payable | NAVAJO TIMES PUBLISHING COMPANY INC | 120.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088091 | 07/01/2020 | Accounts Payable | FLORA NEZ | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088092 | 07/01/2020 | Accounts Payable | ELEXUS OLLERTON | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088093 | 07/01/2020 | Accounts Payable | RYAN N PATTERSON | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088094 | 07/01/2020 | Accounts Payable | DAVID JULIAN ROMERO | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088095 | 07/01/2020 | Accounts Payable | ALEXANDRA NICOLA A RUPP | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088096 | 07/01/2020 | Accounts Payable | RAY B RUSSELL | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088097 | 07/01/2020 | Accounts Payable | ANALESE SEGOVIA | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088098 | 07/01/2020 | Accounts Payable | ALTON JOE SHEPHERD | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088099 | 07/01/2020 | Accounts Payable | JOE SHIRLEY JR | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088100 | 07/01/2020 | Accounts Payable | TRAVIS K SIMSHAUSER | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088101 | 07/01/2020 | Accounts Payable | CHERYL STRADLING | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088102 | 07/01/2020 | Accounts Payable | JEREL THOMAS | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088103 | 07/01/2020 | Accounts Payable | KENDRA A TSO | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088104 | 07/01/2020 | Accounts Payable | RITA VAUGHAN | 300.00 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088105 | 07/01/2020 | Accounts Payable | DELANA WAITE | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088106 | 07/01/2020 | Accounts Payable | YELTON AND ASSOCIATES | 4,916.67 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088107 | 07/01/2020 | Accounts Payable | PITNEY BOWES RESERVE ACCOUNT | 7,000.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088108 | 07/01/2020 | Accounts Payable | CELESTE ROBERTSON | 1,800.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088109 | 07/01/2020 | Accounts Payable | RUSH TRUCK CENTER | 34,518.55 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088139 | 07/07/2020 | Accounts Payable | AMERICAN FAMILY LIFE ASSURANCE | 573.10 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088140 | 07/07/2020 | Accounts Payable | APACHE COUNTY FSA | 987.28 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088141 | 07/07/2020 | Accounts Payable | APACHE COUNTY HSA | 4,809.98 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088142 | 07/07/2020 | Accounts Payable | APACHE COUNTY MEDICAL | 176,991.63 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088143 | 07/07/2020 | Accounts Payable | APACHE COUNTY TAX WITHHOLDING | 138,467.30 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088144 | 07/07/2020 | Accounts Payable | ASRS LEGACY EORP | 5,877.24 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088145 | 07/07/2020 | Accounts Payable | AZ STATE RETIREMENT SYSTEM | 109,897.26 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088146 | 07/07/2020 | Accounts Payable | CINCINNATI LIFE INS CO | 28.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088147 | 07/07/2020 | Accounts Payable | COLONIAL LIFE AND ACCIDENT INS | 1,675.81 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088148 | 07/07/2020 | Accounts Payable | CORP DISABILITY | 76.48 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088149 | 07/07/2020 | Accounts Payable | CORRECTIONS OFFICER RET PLAN | 10,809.78 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088150 | 07/07/2020 | Accounts Payable | CORRECTIONS OFFICER RETIREMENT PLAN 520 | 5,706.44 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088151 | 07/07/2020 | Accounts Payable | EODCRS DISABILITY | 12.28 |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088155 | 07/07/2020 | Accounts Payable | NATIONWIDE RETIREMENT SOL EODCRS | 687.08 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088156 | 07/07/2020 | Accounts Payable | NATIONWIDE TRUST FSB | 3,222.18 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088157 | 07/07/2020 | Accounts Payable | PUBLIC SAFETY PERSONNEL 401 | 16,207.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088158 | 07/07/2020 | Accounts Payable | PUBLIC SAFETY SHERIFF RET | 42,612.52 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088159 | 07/07/2020 | Accounts Payable | RIO PUERCO ACRES | 495.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088160 | 07/07/2020 | Accounts Payable | SECURITY BENEFIT GROUP | 315.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088161 | 07/07/2020 | Accounts Payable | SUPPORT PAYMENT CLEARINGHOUSE | 1,486.14 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088162 | 07/08/2020 | Accounts Payable | 24 HOUR GAS-N-GO | 30.90 |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088164 | 07/08/2020 | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT) | 22,390.97 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088165 | 07/08/2020 | Accounts Payable | AMIGO CHEVROLET | 2,318.95 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088166 | 07/08/2020 | Accounts Payable | CHARLI A ANDERSON | 485.84 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088167 | 07/08/2020 | Accounts Payable | APACHE COUNTY | 83.68 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088168 | 07/08/2020 | Accounts Payable | APACHE COUNTY 4-H LEADERS COUNCIL | 500.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088169 | 07/08/2020 | Accounts Payable | AT&T MOBILITY | 49.16 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088170 | 07/08/2020 | Accounts Payable | AZ DEPT OF RISK MANAGEMENT | 1,126.43 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088171 | 07/08/2020 | Accounts Payable | B & H PHOTO VIDEO PRO AUDIO | 479.46 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088172 | 07/08/2020 | Accounts Payable | BACKWOODS TEES LLC | 525.88 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088173 | 07/08/2020 | Accounts Payable | BASHAS' CORPORATE OFFICE | 331.28 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088174 | 07/08/2020 | Accounts Payable | BAUMAN HOME AND AUTO INC | 2,186.85 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088175 | 07/08/2020 | Accounts Payable | BLUE HILLS ENVIRONMENTAL | 323.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088176 | 07/08/2020 | Accounts Payable | BOB BARKER COMPANY INC | 182.24 |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088180 | 07/08/2020 | Accounts Payable | CDW GOVERNMENT LLC | 1,280.14 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088181 | 07/08/2020 | Accounts Payable | CELLULAR ONE NE AZ | 311.43 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088182 | 07/08/2020 | Accounts Payable | CENGAGE LEARNING INC | 4,040.21 |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088184 | 07/08/2020 | Accounts Payable | CONSOLIDATED ELECTRICAL DISTRIBUTORS | 6,092.55 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088185 | 07/08/2020 | Accounts Payable | CONTRACT PHARMACY SERVICES INC | 3,384.31 |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088188 | 07/08/2020 | Accounts Payable | DELL COMPUTER CORPORATION | 2,165.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088189 | 07/08/2020 | Accounts Payable | DIAMOND C FEEDS | 69.82 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088190 | 07/08/2020 | Accounts Payable | DIRECTV LLC | 174.81 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088191 | 07/08/2020 | Accounts Payable | DISH NETWORK | 106.14 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088192 | 07/08/2020 | Accounts Payable | BEN DUGDALE | 4.35 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088193 | 07/08/2020 | Accounts Payable | ELECTION SYSTEMS AND SOFTWARE | 9,618.58 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088194 | 07/08/2020 | Accounts Payable | EMBASSY SUITES | 105.82 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088195 | 07/08/2020 | Accounts Payable | EMPIRE MACHINERY | 2,288.62 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088196 | 07/08/2020 | Accounts Payable | FLEET PRIDE | 2,407.28 |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088207 | 07/08/2020 | Accounts Payable | HOME DEPOT | 2,433.44 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088208 | 07/08/2020 | Accounts Payable | IAN BRIMHALL PC | 128.47 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088209 | 07/08/2020 | Accounts Payable | INGRAM LIBRARY SERVICES | 60.17 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088210 | 07/08/2020 | Accounts Payable | KONICA MINOLTA | 84.58 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088211 | 07/08/2020 | Accounts Payable | LARSON WASTE INC | 100.00 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|---|---|---|---|---|---|---|---|
| Open | NBAZ - Warrant Clearing Account | Check | 1088212 | 07/08/2020 | Accounts Payable | MICHAEL LATHAM | 459.95 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088213 | 07/08/2020 | Accounts Payable | LEGATE, PENROD & ASSOCIATES | 2,172.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088214 | 07/08/2020 | Accounts Payable | LIGHTING UNLIMITED INC | 1,619.40 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088215 | 07/08/2020 | Accounts Payable | LIVCO WATER & SEWER COMPANY | 20.48 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088216 | 07/08/2020 | Accounts Payable | MERCK SHARP & DOHME CORP | 2,972.56 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088217 | 07/08/2020 | Accounts Payable | MOUNTAIN COMFORT HEATING AND COOLING | 1,320.28 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088218 | 07/08/2020 | Accounts Payable | NAPA | 228.41 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088219 | 07/08/2020 | Accounts Payable | NATIONAL BANK | 3,904.24 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088220 | 07/08/2020 | Accounts Payable | NATIONAL BUSINESS FURNITURE | 5,276.08 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088221 | 07/08/2020 | Accounts Payable | NAVAJO NATION WATER CODE ADMIN | 71.35 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088222 | 07/08/2020 | Accounts Payable | NAVAJO TIMES PUBLISHING COMPANY INC | 97.52 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088223 | 07/08/2020 | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY | 302.99 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088224 | 07/08/2020 | Accounts Payable | NORTH COUNTRY COMMUNITY HEALTH | 1,700.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088225 | 07/08/2020 | Accounts Payable | OFFICE DEPOT | 551.65 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088226 | 07/08/2020 | Accounts Payable | MARY ELLEN D OTERO | 62.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088227 | 07/08/2020 | Accounts Payable | OVERDRIVE INC | 1,659.18 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088228 | 07/08/2020 | Accounts Payable | PERFECT PRINTZ LLC | 858.99 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088229 | 07/08/2020 | Accounts Payable | PHIL STRATTON ELECTRIC IN | 1,225.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088230 | 07/08/2020 | Accounts Payable | PINAL COUNTY ARIZONA | 525.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088231 | 07/08/2020 | Accounts Payable | PITNEY BOWES | 7,712.01 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088232 | 07/08/2020 | Accounts Payable | POSITIVE PROMOTIONS | 28.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088233 | 07/08/2020 | Accounts Payable | PUBLIC SAFETY CENTER INC | 6,048.46 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088234 | 07/08/2020 | Accounts Payable | QUALITY CARQUEST | 402.51 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088235 | 07/08/2020 | Accounts Payable | QUILL CORP | 4,475.64 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088236 | 07/08/2020 | Accounts Payable | R&S NORTHEAST LLC | 35.28 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088237 | 07/08/2020 | Accounts Payable | RICOH USA INC | 703.83 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088238 | 07/08/2020 | Accounts Payable | RL'S A-1 AUTO BODY SHOP | 1,199.52 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088239 | 07/08/2020 | Accounts Payable | RUSH TRUCK CENTER | 1,025.40 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088240 | 07/08/2020 | Accounts Payable | SAFETY KLEEN | 128.11 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088241 | 07/08/2020 | Accounts Payable | SAFEWAY INC | 49.03 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088242 | 07/08/2020 | Accounts Payable | SANOFI PASTEUR INC | 1,977.58 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088243 | 07/08/2020 | Accounts Payable | SIGN VISION | 152.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088244 | 07/08/2020 | Accounts Payable | SPEEDY SALES AND SERVICE | 487.60 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088245 | 07/08/2020 | Accounts Payable | ST JOHNS CITY | 709.39 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088246 | 07/08/2020 | Accounts Payable | STAPLES CREDIT PLAN | 250.23 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088247 | 07/08/2020 | Accounts Payable | THE AARONS COMPANY LLC | 3,000.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088248 | 07/08/2020 | Accounts Payable | JEREL THOMAS | 36.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088249 | 07/08/2020 | Accounts Payable | TOWN OF EAGAR | 458.30 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088250 | 07/08/2020 | Accounts Payable | TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY | 974.09 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088251 | 07/08/2020 | Accounts Payable | ULINE INC | 213.13 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088252 | 07/08/2020 | Accounts Payable | UNIFIRST CORPORATION | 65.43 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088253 | 07/08/2020 | Accounts Payable | VALLEY AUTO PARTS | 4,805.56 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088254 | 07/08/2020 | Accounts Payable | VERITAS RESEARCH CONSULTING | 4,550.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088255 | 07/08/2020 | Accounts Payable | VERIZON WIRELESS | 64.80 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088256 | 07/08/2020 | Accounts Payable | WHITE MOUNTAIN PUBLISHING CO | 2,400.25 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088257 | 07/08/2020 | Accounts Payable | WHITE MOUNTAIN REGIONAL MEDICAL CENTER | 183.66 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088258 | 07/08/2020 | Accounts Payable | ANTONIA WOOD | 97.26 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088259 | 07/08/2020 | Accounts Payable | WOODLAND BUILDING CENTER | 5,135.41 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088260 | 07/08/2020 | Accounts Payable | WRIGHT EXPRESS FSC | 1,295.84 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088261 | 07/08/2020 | Accounts Payable | A-1 GLASS AND MIRROR INC | 6,753.42 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088262 | 07/08/2020 | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT) | 32.46 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088263 | 07/08/2020 | Accounts Payable | ARIZONA COALITION FOR VICTIM SERVICES | 250.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088264 | 07/08/2020 | Accounts Payable | AZ COUNTIES INSURANCE POOL | 2,010.51 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088265 | 07/08/2020 | Accounts Payable | AZ DEPT OF REVENUE | 44,987.64 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088266 | 07/08/2020 | Accounts Payable | AZ SECRETARY OF STATE | 43.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088267 | 07/08/2020 | Accounts Payable | AZ SUPREME COURT | 471.63 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088268 | 07/08/2020 | Accounts Payable | BASHAS' CORPORATE OFFICE | 146.44 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088269 | 07/08/2020 | Accounts Payable | ELLEN RAE BAST | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088270 | 07/08/2020 | Accounts Payable | BAUMAN HOME AND AUTO INC | 75.26 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088271 | 07/08/2020 | Accounts Payable | SARAH MAE BEGAY | 175.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088272 | 07/08/2020 | Accounts Payable | BLUE HILLS ENVIRONMENTAL | 332.25 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088273 | 07/08/2020 | Accounts Payable | SHANE LEO BODIE | 82.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088274 | 07/08/2020 | Accounts Payable | BOTTOM LINE PUBLICATIONS | 59.90 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088275 | 07/08/2020 | Accounts Payable | BRIDES AUTO CENTER | 25.98 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088276 | 07/08/2020 | Accounts Payable | C&I SHOW HARDWARE & SECURITY SYSTEMS INC | 295.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088277 | 07/08/2020 | Accounts Payable | CELLULAR ONE NE AZ | 199.67 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088278 | 07/08/2020 | Accounts Payable | COREMR LC | 370.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088279 | 07/08/2020 | Accounts Payable | RODGER DAHOZY | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088280 | 07/08/2020 | Accounts Payable | CECILIA DIAZ | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088281 | 07/08/2020 | Accounts Payable | DISH NETWORK | 147.38 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088282 | 07/08/2020 | Accounts Payable | BEN DUGDALE | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088283 | 07/08/2020 | Accounts Payable | ELECTION SYSTEMS AND SOFTWARE | 11,679.65 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088284 | 07/08/2020 | Accounts Payable | FRONTIER | 78.57 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088285 | 07/08/2020 | Accounts Payable | SAMUEL TODD GARDNER | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088286 | 07/08/2020 | Accounts Payable | BARBARA J GOMEZ | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088287 | 07/08/2020 | Accounts Payable | DARYL GREER | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088288 | 07/08/2020 | Accounts Payable | KLINT HEAP | 225.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088289 | 07/08/2020 | Accounts Payable | HILL AZ GROCERY STORE | 62.99 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088290 | 07/08/2020 | Accounts Payable | HOME DEPOT | 1,585.91 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088291 | 07/08/2020 | Accounts Payable | JOHN (JACK) INGRAM | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088292 | 07/08/2020 | Accounts Payable | TYRON JENSEN | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088293 | 07/08/2020 | Accounts Payable | LARSON WASTE INC | 120.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088294 | 07/08/2020 | Accounts Payable | CHEYANNE CIARA LITTLEMAN | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088295 | 07/08/2020 | Accounts Payable | LEHI MONTIERTH | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088296 | 07/08/2020 | Accounts Payable | ALANE M MOORE | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088297 | 07/08/2020 | Accounts Payable | JASON WAYNE MOORE | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088298 | 07/08/2020 | Accounts Payable | TEDDY MILES NEWMAN | 150.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088299 | 07/08/2020 | Accounts Payable | OCLC INC | 2,914.25 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088300 | 07/08/2020 | Accounts Payable | OFFICE DEPOT | 146.74 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088301 | 07/08/2020 | Accounts Payable | DENNIELLE PATTERSON | 150.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088302 | 07/08/2020 | Accounts Payable | DOUGLAS LANCE PEARCE | 156.59 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088303 | 07/08/2020 | Accounts Payable | PROQUEST LLC | 1,515.79 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088304 | 07/08/2020 | Accounts Payable | RELIAS LLC | 3,062.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088305 | 07/08/2020 | Accounts Payable | CELESTE ROBERTSON | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088306 | 07/08/2020 | Accounts Payable | SCOTT ROGERS | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088307 | 07/08/2020 | Accounts Payable | DAVID JULIAN ROMERO | 2,661.15 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088308 | 07/08/2020 | Accounts Payable | SECURUS TECHNOLOGIES INC | 1,535.90 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088309 | 07/08/2020 | Accounts Payable | SEM APPLICATIONS INC | 132.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088310 | 07/08/2020 | Accounts Payable | LANNY B SHERRILL | 225.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088311 | 07/08/2020 | Accounts Payable | SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT | 242.68 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088312 | 07/08/2020 | Accounts Payable | REED D STRADLING | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088313 | 07/08/2020 | Accounts Payable | SUEAN STRADLING-COLLINS | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088314 | 07/08/2020 | Accounts Payable | SUN RIDGE SYSTEMS, INC | 25,523.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088315 | 07/08/2020 | Accounts Payable | TABLE TOP TELEPHONE COMPANY INC | 223.23 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088316 | 07/08/2020 | Accounts Payable | THOMAS CARDON WEBB | 150.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088317 | 07/08/2020 | Accounts Payable | GARRET LEE WHITING | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088318 | 07/08/2020 | Accounts Payable | MICHAEL B WHITING | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088319 | 07/08/2020 | Accounts Payable | JOSEPH YOUNG | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088320 | 07/08/2020 | Accounts Payable | IVAN D ZHELEV | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088322 | 07/15/2020 | Accounts Payable | 4IMPRINT | 334.92 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088323 | 07/15/2020 | Accounts Payable | ALPINE WATER AND SANITARY | 237.26 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088324 | 07/15/2020 | Accounts Payable | ALSCO INC | 173.13 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088325 | 07/15/2020 | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT) | 513.75 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088326 | 07/15/2020 | Accounts Payable | APACHE COUNTY | 6.32 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088327 | 07/15/2020 | Accounts Payable | AT&T MOBILITY | 123.75 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088328 | 07/15/2020 | Accounts Payable | AZ DEPT OF HEALTH SERVICES | 1,040.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088329 | 07/15/2020 | Accounts Payable | BASIN BROADCASTIN COMPANY INC - KNDN RADIO | 660.00 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088330 | 07/15/2020 | Accounts Payable | BAUMAN HOME AND AUTO INC | 14.17 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088331 | 07/15/2020 | Accounts Payable | BLUE HILLS ENVIRONMENTAL | 1,498.81 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088332 | 07/15/2020 | Accounts Payable | BOOT BARN | 400.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088333 | 07/15/2020 | Accounts Payable | BRIDES AUTO CENTER | 45.79 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088334 | 07/15/2020 | Accounts Payable | BURNHAM MORTUARY | 414.41 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088335 | 07/15/2020 | Accounts Payable | BURNHAM MORTUARY | 600.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088336 | 07/15/2020 | Accounts Payable | CANDLEWOOD SUITES TUCSON | 99.72 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088337 | 07/15/2020 | Accounts Payable | CDW GOVERNMENT LLC | 1,254.98 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088338 | 07/15/2020 | Accounts Payable | CORONADO LAW FIRM PLLC | 8,288.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088339 | 07/15/2020 | Accounts Payable | DAVIS TRUE VALUE HARDWARE | 25.92 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088340 | 07/15/2020 | Accounts Payable | DELL COMPUTER CORPORATION | 1,560.29 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088341 | 07/15/2020 | Accounts Payable | DIAMOND C FEEDS | 157.06 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088342 | 07/15/2020 | Accounts Payable | DISH NETWORK | 78.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088343 | 07/15/2020 | Accounts Payable | FRONTIER | 1,834.67 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088344 | 07/15/2020 | Accounts Payable | FRONTIER | 822.33 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088345 | 07/15/2020 | Accounts Payable | GALL'S INC | 176.76 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088346 | 07/15/2020 | Accounts Payable | GALLUP WATER WORKS | 26.72 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088347 | 07/15/2020 | Accounts Payable | GMCO CORPORATION | 29,853.16 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088348 | 07/15/2020 | Accounts Payable | HAMBLIN LAW OFFICE PLC | 8,500.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088349 | 07/15/2020 | Accounts Payable | HILL AZ GROCERY STORE | 136.79 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088350 | 07/15/2020 | Accounts Payable | HILL AZ GROCERY STORE | 401.57 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088351 | 07/15/2020 | Accounts Payable | BRIAN HOUNSHELL | 130.73 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088352 | 07/15/2020 | Accounts Payable | HUGHES SUPPLY INC (LAKESIDE) | 1,087.54 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088353 | 07/15/2020 | Accounts Payable | KONICA MINOLTA | 160.91 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088354 | 07/15/2020 | Accounts Payable | LANGUAGE LINE SERVICES INC | 40.60 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088355 | 07/15/2020 | Accounts Payable | LARSON WASTE INC | 9.98 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088356 | 07/15/2020 | Accounts Payable | LINGO | 82.22 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088357 | 07/15/2020 | Accounts Payable | LOWES COMPANIES INC | 91.68 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088358 | 07/15/2020 | Accounts Payable | MARCO CRANE & RIGGING CO | 864.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088359 | 07/15/2020 | Accounts Payable | ALANE M MOORE | 1,800.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088360 | 07/15/2020 | Accounts Payable | MOORE LAW PLLC | 764.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088361 | 07/15/2020 | Accounts Payable | NAPA | 177.47 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088362 | 07/15/2020 | Accounts Payable | NATIONAL BUSINESS FURNITURE | 3,996.66 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088363 | 07/15/2020 | Accounts Payable | NAVOPACHE ELECTRIC COOPERATIVE | 2,440.29 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088364 | 07/15/2020 | Accounts Payable | NICOLL CONSTRUCTION LLC | 10,391.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088365 | 07/15/2020 | Accounts Payable | OCCUPATIONAL SAFETY SERVICES | 700.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088366 | 07/15/2020 | Accounts Payable | DOUGLAS LANCE PEARCE | 75.24 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088367 | 07/15/2020 | Accounts Payable | PERFECT PRINTZ LLC | 342.78 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088368 | 07/15/2020 | Accounts Payable | PRAXAIR DISTRIBUTION INC | 32.92 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
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| Open | NBAZ - Warrant Clearing Account | Check | 1088369 | 07/15/2020 | Accounts Payable | PREMIER DRY CLEANING | 26.25 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088370 | 07/15/2020 | Accounts Payable | QUALITY READY MIX INC | 1,451.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088371 | 07/15/2020 | Accounts Payable | QUILL CORP | 2,294.88 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088372 | 07/15/2020 | Accounts Payable | RHINEHART OIL CO | 24.59 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088373 | 07/15/2020 | Accounts Payable | RICOH USA INC | 160.59 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088374 | 07/15/2020 | Accounts Payable | RIGG LAW FIRM PLLC | 104.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088375 | 07/15/2020 | Accounts Payable | SAFEWAY INC | 82.19 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088376 | 07/15/2020 | Accounts Payable | SATCOM GLOBAL INC | 658.35 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088377 | 07/15/2020 | Accounts Payable | LAURENCE SCHIFF | 1,600.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088378 | 07/15/2020 | Accounts Payable | SIERRA PROPANE | 814.22 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088379 | 07/15/2020 | Accounts Payable | SONORA QUEST LABORATORIES | 31.55 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088380 | 07/15/2020 | Accounts Payable | ST JOHNS CITY | 2,172.82 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088381 | 07/15/2020 | Accounts Payable | STATE OF COLORADO JUDICIAL DEPARTMENT | 29.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088382 | 07/15/2020 | Accounts Payable | TEN COW COMPANY INC | 86.21 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088383 | 07/15/2020 | Accounts Payable | THOMSON REUTERS WEST | 788.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088384 | 07/15/2020 | Accounts Payable | TOWN OF EAGAR | 666.75 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088385 | 07/15/2020 | Accounts Payable | TOWN OF SPRINGERVILLE | 393.15 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088386 | 07/15/2020 | Accounts Payable | TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC | 54.55 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088387 | 07/15/2020 | Accounts Payable | SHERWOOD BOWEN UDALL | 54.20 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088388 | 07/15/2020 | Accounts Payable | ULINE INC | 239.18 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088389 | 07/15/2020 | Accounts Payable | VALLEY AUTO PARTS | 665.04 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088390 | 07/15/2020 | Accounts Payable | VALLEY IMAGING SOLUTIONS | 7.05 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088391 | 07/15/2020 | Accounts Payable | VERIZON WIRELESS | 443.03 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088392 | 07/15/2020 | Accounts Payable | DANIEL DAVIS WALKER | 51.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088393 | 07/15/2020 | Accounts Payable | WESTERN DRUG COMPANY | 35.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088394 | 07/15/2020 | Accounts Payable | WHITE MOUNTAIN COMMUNICATIONS | 1,237.70 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088395 | 07/15/2020 | Accounts Payable | WHITE MOUNTAIN PUBLISHING CO | 52.84 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088396 | 07/15/2020 | Accounts Payable | WHITE MOUNTAIN REGIONAL MEDICAL CENTER | 173.28 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088397 | 07/15/2020 | Accounts Payable | TAMMI JO WILKINS | 12.15 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088398 | 07/15/2020 | Accounts Payable | WILSON INVESTIGATIVE SERVICES | 88.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088399 | 07/15/2020 | Accounts Payable | WOODLAND BUILDING CENTER | 1,630.82 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088400 | 07/15/2020 | Accounts Payable | YAZZIE'S AUTO PARTS INC | 3,797.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088401 | 07/15/2020 | Accounts Payable | ADHS AZ HEALTH CARE COST | 22,400.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088402 | 07/15/2020 | Accounts Payable | ALSCO INC | 367.19 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088403 | 07/15/2020 | Accounts Payable | AMAZON CAPITAL SERVICES INC (IT DEPT) | 1,300.69 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088404 | 07/15/2020 | Accounts Payable | ARIZONA BUSINESS AND EDUCATION COALITION | 350.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088405 | 07/15/2020 | Accounts Payable | ASHTONS REPAIR INC | 171.19 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088406 | 07/15/2020 | Accounts Payable | AZ CHIEF PROBATION OFFICERS ASSOCIATION | 100.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088407 | 07/15/2020 | Accounts Payable | AZ COUNTIES WORKERS COMPENSATION PLAN | 69,256.48 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|---|---|---|---|---|---|---|---|
| Open | NBAZ - Warrant Clearing Account | Check | 1088408 | 07/15/2020 | Accounts Payable | AZ DEPT OF HEALTH SERVICES | 365.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088409 | 07/15/2020 | Accounts Payable | AZ DEPT OF PUBLIC SAFETY | 67.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088410 | 07/15/2020 | Accounts Payable | AZ REPUBLIC | 668.38 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088411 | 07/15/2020 | Accounts Payable | B & H PHOTO VIDEO PRO AUDIO | 2,818.17 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088412 | 07/15/2020 | Accounts Payable | LUCINDA A BALOO | 9.55 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088413 | 07/15/2020 | Accounts Payable | BAUMAN HOME AND AUTO INC | 244.07 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088414 | 07/15/2020 | Accounts Payable | BLUE HILLS ENVIRONMENTAL | 1,286.31 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088415 | 07/15/2020 | Accounts Payable | GLORIA BOWMAN | 115.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088416 | 07/15/2020 | Accounts Payable | BREWER LAW OFFICE PLLC | 8,500.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088417 | 07/15/2020 | Accounts Payable | DEVIN BROWN | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088418 | 07/15/2020 | Accounts Payable | MEGAN L BRYAN | 300.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088419 | 07/15/2020 | Accounts Payable | CDW GOVERNMENT LLC | 35.90 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088420 | 07/15/2020 | Accounts Payable | CELLULAR ONE NE AZ | 177.36 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088421 | 07/15/2020 | Accounts Payable | CENGAGE LEARNING INC | 2,649.04 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088422 | 07/15/2020 | Accounts Payable | COAST TO COAST COMPUTER PRODUCTS INC | 611.46 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088423 | 07/15/2020 | Accounts Payable | CONTINENTAL COMPUTERS | 677.51 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088424 | 07/15/2020 | Accounts Payable | CONTINUANT INC | 1,178.20 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088425 | 07/15/2020 | Accounts Payable | COUNTY SUPERVISORS ASSOCIATION OF ARIZONA | 65,123.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088426 | 07/15/2020 | Accounts Payable | COWBOY UP HAY AND RANCH SUPPLY | 1,245.51 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088427 | 07/15/2020 | Accounts Payable | DE LAGE LANDEN FINANCIAL SERVICES INC | 122.21 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088428 | 07/15/2020 | Accounts Payable | CECILIA DIAZ | 29.20 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088429 | 07/15/2020 | Accounts Payable | DIRECTV LLC | 200.91 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088430 | 07/15/2020 | Accounts Payable | DISH NETWORK | 166.28 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088431 | 07/15/2020 | Accounts Payable | CAREY D DOBSON | 48.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088432 | 07/15/2020 | Accounts Payable | BEN DUGDALE | 418.38 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088433 | 07/15/2020 | Accounts Payable | EBSCO SUBSCRIPTION SERVICES | 2,246.34 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088434 | 07/15/2020 | Accounts Payable | EMPIRE MACHINERY | 2,395.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088435 | 07/15/2020 | Accounts Payable | ERNIE'S SUPPLY LLC | 1,280.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088436 | 07/15/2020 | Accounts Payable | JOHN L FREEMAN JR | 53.60 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088437 | 07/15/2020 | Accounts Payable | GALL'S INC | 179.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088438 | 07/15/2020 | Accounts Payable | DARYL GREER | 81.96 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088439 | 07/15/2020 | Accounts Payable | Apache County - Cler the GROVER HILLS CONSTRUCTION LLC | 7,988.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088440 | 07/15/2020 | Accounts Payable | ADA C GUINN | 169.20 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088441 | 07/15/2020 | Accounts Payable | HATCH CONSTRUCTION | 1,964.71 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088442 | 07/15/2020 | Accounts Payable | HEALTHEQUITY INC | 197.80 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088443 | 07/15/2020 | Accounts Payable | HILL AZ GROCERY STORE | 318.71 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088444 | 07/15/2020 | Accounts Payable | HOME DEPOT | 1,861.79 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088445 | 07/15/2020 | Accounts Payable | HOSTYLE TAKEOVER CLEANING SERVICE | 220.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088446 | 07/15/2020 | Accounts Payable | INGRAM LIBRARY SERVICES | 2,010.48 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|---|---|---|---|---|---|---|---|
| Open | NBAZ - Warrant Clearing Account | Check | 1088447 | 07/15/2020 | Accounts Payable | INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC | 210.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088448 | 07/15/2020 | Accounts Payable | GENEVA L JACKSON | 139.95 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088449 | 07/15/2020 | Accounts Payable | KONICA MINOLTA | 42.98 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088450 | 07/15/2020 | Accounts Payable | LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC | 50.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088451 | 07/15/2020 | Accounts Payable | CHRIS MCCARTHY | 51.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088452 | 07/15/2020 | Accounts Payable | OSCAR R MIRANDA | 64.74 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088453 | 07/15/2020 | Accounts Payable | MOUNTAIN COMFORT HEATING AND COOLING | 270.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088454 | 07/15/2020 | Accounts Payable | NATIONS GAS TECHNOLOGIES INC | 132.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088455 | 07/15/2020 | Accounts Payable | NAVAJO TRIBAL UTILITY AUTHORITY | 1,530.38 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088456 | 07/15/2020 | Accounts Payable | NAVOPACHE ELECTRIC COOPERATIVE | 8,735.47 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088457 | 07/15/2020 | Accounts Payable | FLORA NEZ | 58.71 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088458 | 07/15/2020 | Accounts Payable | JULIE ANN NICHOLSON | 11.32 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088459 | 07/15/2020 | Accounts Payable | OFFICE DEPOT | 58.82 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088460 | 07/15/2020 | Accounts Payable | MARY ELLEN D OTERO | 31.06 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088461 | 07/15/2020 | Accounts Payable | OVERDRIVE INC | 287.45 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088462 | 07/15/2020 | Accounts Payable | PAGE STEEL | 441.23 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088463 | 07/15/2020 | Accounts Payable | DANA BRYCE PATTERSON | 8,500.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088464 | 07/15/2020 | Accounts Payable | RYAN N PATTERSON | 92.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088465 | 07/15/2020 | Accounts Payable | RANDOLPH PLATT DDS | 303.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088466 | 07/15/2020 | Accounts Payable | JILL KAY POTEET | 306.36 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088467 | 07/15/2020 | Accounts Payable | PROPELLER AERO INC | 12,000.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088468 | 07/15/2020 | Accounts Payable | QUILL CORP | 3,470.69 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088469 | 07/15/2020 | Accounts Payable | R JOHN R JOHN LEE ATTORNEY AT LAW | 8,500.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088470 | 07/15/2020 | Accounts Payable | RALLY GEAR LLC | 665.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088471 | 07/15/2020 | Accounts Payable | RELIABLE BACKGROUND SCREENING | 20.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088472 | 07/15/2020 | Accounts Payable | RHINEHART OIL CO | 3,936.24 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088473 | 07/15/2020 | Accounts Payable | RICOH USA INC | 223.77 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088474 | 07/15/2020 | Accounts Payable | ROCKY MOUNTAIN INFORMATION NETWORK INC | 25.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088475 | 07/15/2020 | Accounts Payable | SCOTT ROGERS | 100.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088476 | 07/15/2020 | Accounts Payable | SAN DIEGO POLICE EQUIPMENT CO INC | 1,548.04 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088477 | 07/15/2020 | Accounts Payable | SANDERS UNIFIED SCHOOL DISTRICT | 325.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088478 | 07/15/2020 | Accounts Payable | SECURUS TECHNOLOGIES INC | 1,190.18 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088479 | 07/15/2020 | Accounts Payable | TABLE TOP TELEPHONE COMPANY INC | 499.12 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088480 | 07/15/2020 | Accounts Payable | THE LIBRARY STORE INC | 179.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088481 | 07/15/2020 | Accounts Payable | JOANNE TODECHEENE | 1,210.50 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088482 | 07/15/2020 | Accounts Payable | SHERWOOD BOWEN UDALL | 62.84 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088483 | 07/15/2020 | Accounts Payable | US POSTMASTER | 120.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088484 | 07/15/2020 | Accounts Payable | US POSTMASTER | 10,000.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088485 | 07/15/2020 | Accounts Payable | VALLEY AUTO PARTS | 2,578.68 |

| Status | Bank Account | Type | Number | Payment Date | Source | Payee | Amount |
|---|---|---|---|---|---|---|---|
| Open | NBAZ - Warrant Clearing Account | Check | 1088486 | 07/15/2020 | Accounts Payable | STARLA A VANDERWILT SUCANICK | 35.42 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088487 | 07/15/2020 | Accounts Payable | WOODLAND BUILDING CENTER | 453.30 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088488 | 07/15/2020 | Accounts Payable | ZOOM VIDEO COMMUNICATIONS INC | 484.81 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088489 | 07/16/2020 | Accounts Payable | AZ DEPT OF REVENUE | 2,483.62 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088490 | 07/16/2020 | Accounts Payable | CHARLENE A LEE | 849.61 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088491 | 07/16/2020 | Accounts Payable | TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY | 45.00 |
| Open | NBAZ - Warrant Clearing Account | Check | 1088492 | 07/16/2020 | Accounts Payable | SHERWOOD BOWEN UDALL | 904.90 |

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

date/time stamp

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

County Manager

Date/Signature: 7/20/2020

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 30, 2020.

BOS Meeting Date Requested July 28, 2020

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PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

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Finance Review:

Signature

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Human Resources Review:

Signature

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Other Review:

Signature

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

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Approved by the BOS Oct. 20, 2015

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
June 30, 2020
St. Johns, Arizona

County Manager/Clerk of the Board Ryan Patterson was present. Chairman Alton Joe Shepherd, Vice Chairman Joe Shirley, Jr., Supervisor Travis Simshauser and County Attorney Michael Whiting participated via the telephone.

Chairman Shepherd called to order the Board of Supervisors meeting at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Preston Raban led the Pledge of Allegiance.

Ferrin Crosby gave the invocation.

Chairman Shepherd called for the Library District items.

SueAn Stradling-Collins. Library Director requested approval to accept a CARES Expanded Subgrant in the amount of $4,000 for security cameras at 5 of our libraries and any excess funds will be used to purchase hot spots for patrons to check out during the pandemic. Ms. Stradling-Collins stated this is a one-time grant with no matching funds and is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services. **Mr. Shirley moved approval, seconded by Mr. Simshauser**. Vote was unanimous.

SueAn Stradling-Collins. Library Director requested approval to accept a CARES Express Grant in the amount of $2,450 for 10 germbuster kits which include gloves, masks, hand sanitizer and disinfecting wipes, a one-time grant with no matching funds and is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services. Ms. Stradling -Collins stated the materials will be distributed to all libraries in the district as need arises. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

SueAn Stradling-Collins Library Director, presented the Consent Items, A-G and recommended approval. **Mr. Shirley moved approval, seconded by Mr. Simshauser** A. Request approval of a lease agreement between the Sanders Unified School District #18 and the Apache County Library District, effective July 1, 2020 through June 30, 2021 in the amount of $325.00 per month. B. request approval of a lease agreement between the Alpine Area Library Friends and the Apache County Library District, effective July 1, 2020 through June 30, 2021, at the annual rate of $50.00. C. Request approval of a lease agreement between the Vernon Community Park Committee and the Apache County Library District, effective July 1, 2020 through June 30, 2021 at the rate of $25.00 per month. D. Request approval of a lease agreement between the Apache County Library District and the Vernon Domestic Water Improvement District, effective July 1, 2020 through June 30, 2021 at the rate of $25.00 per month. E. Request approval to authorize

SueAn Stradling-Collins or other library district employee, blanket authority for Fiscal Year 2020-2021 to accept donations to our libraries in amounts up to $1,000. F. Request approval for Fiscal Year 2020-2021 to make discarded library materials and gift materials which are out of scope for our collections, available to the following entities located in Apache County: libraries, schools, senior centers, assisted living facilities, nursing homes, Boys & Girls Clubs, Lions Clubs, the Apache County Historical Society and Museum, community food banks, jails & prisons, Veteran's groups and other non-profit organizations. G. Request possible approval for Fiscal Year 2020-2021 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. Vote was unanimous.

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

Chairman Shepherd called for the Public Health Services District items.

Preston Raban, Health Director, requested approval of an agreement between Apache County Public Health Services District and Alena Thompson, FNP to provide the services of a contract nurse practitioner for the monthly Family Planning/Well Woman Health Check clinic and the total yearly expense of $4,800 has been budgeted for in FY21. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

The Board sat as the Board of Supervisors and 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 17, 2020 Board of Supervisors meeting. **Mr. Shirley moved to open the public hearing, seconded by Mr. Simshauser.** Vote was unanimous. There was no one wanting to address the board during the public hearing. **Mr. Simshauser moved to close the public hearings, seconded by Mr. Shirley**. Vote was unanimous. **Mr. Shirley moved to approve the Truth in Taxation notification and set the tax rate meeting for August 17, 2020, seconded by Mr. Simshauser.** Vote was unanimous.

The Board sat as the Board of Directors and following a public hearing, discussion, and possible approval of the 2020-2021 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 and corresponding tax rates as presented in the budget. A copy of the proposed budget is available online at www.co.apache.az.us or in the County Manager's Office. **Mr. Shirley moved to open the public hearing, seconded by Mr. Simshauser**. Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Shirley moved to close the public hearings, seconded by Mr. Simshauser.** Vote was unanimous. Mr. Patterson stated the final has not changed dramatically from the tentative budget,

the only major change is, the State of Arizona has given us the out of county tuition numbers and went up by about $500,000. Mr. Patterson stated Supervisor Simshauser had asked him why the tax rate had gone up so much, and that is the reason; the state defines what we pay to other community colleges, and it went from 2.4 million to about 2.9 million causing us to have to increase that tax by .12 cents so that is the majority of the tax increase this year. **Mr. Shirley moved to approve the final budget for the special districts, junior college tuition and the post secondary education, seconded by Mr. Shepherd.** Motion passed 2-1 with Mr. Simshauser voting nay.

The Board sat as the Board of Supervisors for the tiem following a public hearing, discussion and possible adoption of the 2020-2021 Final Budget and related addendum for Apache County. A copy of the proposed Budget and addendum are available online at www.co.apache.az.us or in the County Manager's Office. **Mr. Shirley moved to open the public hearing, seconded by Mr. Simshauser.** Vote as unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Shirley moved to close the public hearing, seconded by Mr. Simshauser**. Vote was unanimous. **Mr. Shirley moved approval of the final budget, seconded by Mr. Simshauser**. Vote was unanimous.

APACHE COUNTY RESOLUTION FOR THE ADOPTION OF
THE BUDGET FISCAL YEAR 2020-2021
RESOLUTION NO 2020-16_

WHEREAS, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 2, 2020, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Apache County, and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Board met on June 2, 2020, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Board would meet on June 30, 2020, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. §42-17051(A),

THEREFORE BE IT RESOLVED, that said estimates of revenues and expenditures/expenses shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of Apache County for the fiscal year 2020-2021.

Approved the 30th day of June, 2020.

/s/ Alton Joe Shepherd
Chairman of the Board

/s/ Ryan N. Patterson
Clerk of the Board

Mr. Patterson presented the Consent Agenda A-H. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 2, 2020 to June 30, 2020. Payee Amount AMAZON CAPITAL SERVICES INC (IT DEPT) 5,241.90 AMERICAN SECURITY CABINETS LLC 2,610.00 BOB BARKER COMPANY INC 6,849.63 CELLULAR ONE NE AZ 1,157.19 STEPHEN DAY 46,080.00 FRONTIER 4,528.95 FRONTIER 1,831.22 FUTURE TIRE 5,618.38 GALLUP LUMBER & SUPPLY 1,900.18 GMCO CORPORATION 4,123.60 GOLIGHTLY TIRE 2,874.88 KLINT HEAP 1,350.41 PICO'S IRRIGATION & LANDSCAPE 1,016.49 QUILL CORP 6,180.46 SECURUS TECHNOLOGIES INC 1,424.65 ST JOHNS EMERGENCY SERVICES 1,050.39 THE AARONS COMPANY LLC 3,000.00 THE LIBRARY STORE INC 1,137.45 TRINITY SERVICES GROUP INC 14,945.11 VALLEY AUTO PARTS 2,947.70 VERITAS RESEARCH CONSULTING 2,000.00 VERIZON WIRELESS 2,504.93 WILLIAMS SCOTSMAN INC (WILLSCOT) 1,158.66 YAVAPAI COUNTY GOVERNMENT 7,500.00 FDC RESCUE PRODUCTS LLC187,954.16 NATIONAL BANK 5,974.43 APACHE COUNTY HSA 4,399.30 APACHE COUNTY MEDICAL 169,484.22 APACHE COUNTY TAX WITHHOLDING 139,917.64 ASRS LEGACY EORP 5,889.13 AZ STATE RETIREMENT SYSTEM 108,157.00 COLONIAL LIFE AND ACCIDENT INS 1,675.81 CORRECTIONS OFFICER RET PLAN 10,090.97 CORRECTIONS OFFICER RETIREMENT PLAN 5204,809.24 EORP LEGACY2,720.34 NATIONWIDE2,411.71 NATIONWIDE TRUST FSB3,221.45 PUBLIC SAFETY PERSONNEL 40116,207.12 PUBLIC SAFETY SHERIFF RET39,844.23 SUPPORT PAYMENT CLEARINGHOUSE1,432.14 ADHS AZ HEALTH CARE COST22,400.00 AMAZON CAPITAL SERVICES INC (IT DEPT) 5,125.11 ARIZONA STATE FORESTRY DIVISION5,511.40 AZ COUNTIES INSURANCE POOL 5,489.49 AZ DEPT OF RISK MANAGEMENT1,123.92 AZ SECRETARY OF STATE 5,180.71 AZ SUPREME COURT 1,500.00 BREWER LAW OFFICE PLLC 8,500.00 ALBERT N CLARK3,000.00 CONTINUANT INC 1,178.20 CONTRACT PHARMACY SERVICES INC3,932.66 COURTESY AUTO OF MESA LLC61,026.64 DESERT MOUNTAIN CORPORATION 19,696.22 ELECTION SYSTEMS AND SOFTWARE 5,280.68 EMPIRE ACHINERY1,201.45 FLEET PRIDE2,085.11 FOUR CORNERS WELDING & GAS SUPPLY1,308.59 Apache County - Cler the GROVER HILLS CONSTRUCTION LLC32,000.00 HAMBLIN LAW OFFICE PLC 8,500.00 INGRAM LIBRARY SERVICES 1,910.20 LAWYER'S TITLE15,000.00 NAVAJO TRIBAL UTILITY AUTHORITY2,628.94 NAVOPACHE ELECTRIC COOPERATIVE6,377.67 PABLO'S UPHOLSTERY & SUPPLIES 1,850.00 PAGE STEEL 4,661.11 DANA BRYCE PATTERSON8,500.00 PITNEY BOWES3,762.29 PRO PETROLEUM 11,290.44 QUILL CORP2,782.58 R JOHN R JOHN LEE ATTORNEY AT LAW8,500.00 REAL TIME SOLUTIONS2,800.00 SNELL & WILMER LLP14,440.10 STEVEN J SERBALIK PLC 5,937.00 SUNSTATE EQUIPMENT CO LLC4,894.99 SUTTON WEED & PEST CONTROL 1,230.00 VALLEY AUTO PARTS 1,183.47 VERITAS RESEARCH CONSULTING 2,000.00 PAULINE WAGON1,675.00 WOODLAND BUILDING CENTER1,347.67 OFFICE DEPOT 1,240.50 ADHS AZ HEALTH CARE COST22,400.00 AZ DEPT OF ECONOMIC SECURITY4,755.02 BLUE HILLS ENVIRONMENTAL2,539.28 BOOT BARN 1,970.97 C&I SHOW HARDWARE & SECURITY SYSTEMS INC1,790.87 CDW GOVERNMENT LLC 2,314.82 CRESTLINE SPECIALTIES INC 3,430.57 DELL COMPUTER CORPORATION3,406.12 DESERT MOUNTAIN CORPORATION12,662.94 DLT SOLUTIONS LLC2,260.48 ELECTION SYSTEMS AND SOFTWARE11,933.24

EMPIRE MACHINERY1,917.72 FRONTIER1,316.88 GALLUP INDEPENDENT4,549.44 GMCO CORPORATION12,370.78 GRAINGER4,110.53 HILLYARD/FLAGSTAFF1,080.11 INGRAM LIBRARY SERVICES1,816.43 MOUNTAIN COMFORT HEATING AND COOLING6,960.20 NAVAJO TRIBAL UTILITY AUTHORITY 3,662.31 NAVOPACHE ELECTRIC COOPERATIVE1,628.38 OKANOGAN TRAIL CONSTRUCTION 6,896.50 PHIL STRATTON ELECTRIC IN3,300.00 QUILL CORP 8,422.49 RHINEHART OIL CO23,644.39 SANOFI PASTEUR INC1,276.76 LAURENCE SCHIFF1,400.00 SECURUS TECHNOLOGIES INC3,195.56 SPARKLETTS WATER 1,889.33 ST JOHNS CITY1,856.18 TEN COW COMPANY INC 1,012.17 UNIFIRST CORPORATION1,205.91 VALLEY AUTO PARTS1,160.78 VERITAS RESEARCH CONSULTING 2,000.00 VERIZON WIRELESS 3,313.25 YAZZIE'S AUTO PARTS INC2,703.57 JOSEPH YOUNG1,839.28 AZ DEPT OF REVENUE1,042.27 APACHE COUNTY HSA4,399.30 APACHE COUNTY MEDICAL 170,022.35 APACHE COUNTY TAX WITHHOLDING 137,907.72 ASRS LEGACY EORP5,889.13 AZ STATE RETIREMENT SYSTEM109,227.76 COLONIAL LIFE AND ACCIDENT INS1,675.81 CORRECTIONS OFFICER RET PLAN9,988.62 CORRECTIONS OFFICER RETIREMENT PLAN 5204,362.33 EORP LEGACY2,720.34 NATIONWIDE 2,352.11 NATIONWIDE TRUST FSB3,218.11 PUBLIC SAFETY PERSONNEL 401 16,207.12 PUBLIC SAFETY SHERIFF RET39,092.78 SUPPORT PAYMENT CLEARINGHOUSE 1,657.64 AMAZON CAPITAL SERVICES INC (IT DEPT)2,464.19 APACHE COUNTY SHERIFF'S POSSE3,750.00 AZLGEBT336,538.77 BAUMAN HOME AND AUTO INC1,386.89 BDJ TECH3,709.00 BEACON FIRE AND SECURITY LLC 1,315.93 BOB BARKER COMPANY INC 1,979.61 C&I SHOW HARDWARE & SECURITY SYSTEMS INC5,756.85 CDW GOVERNMENT LLC1,314.40 OLL CONSULTING LLC22,125.00 DELL COMPUTER CORPORATION 3,816.32 BEN DUGDALE 1,054.68 EMPIRE MACHINERY 1,243.16 GUARDIAN TRACKING 3,711.00 HILLYARD/ FLAGSTAFF 1,180.71 HOME DEPOT1,316.67 KIMBALL EQUIPMENT COMPANY1,051.36 LAWSON PRODUCTS INC 1,186.72 NAVAJO COUNTY6,000.00 NAVOPACHE ELECTRIC COOPERATIVE 10,221.78 PIMA COUNTY MEDICAL2,300.00 PSYCHOLOGICAL AND CONSULTING SERVICES 1,200.00 QUILL CORP 7,814.73 RHINEHART OIL CO 14,872.17 ROCKWELL PRINTING INC 1,346.79 SAN DIEGO POLICE EQUIPMENT CO INC 3,470.68 SAUL'S CREEK ENGINEERING INC 7,920.00 SECURUS TECHNOLOGIES INC 1,481.83 THE DIBBLE INSTITUTE4,256.56 THOMSON REUTERS WEST 2,344.94 VALLEY AUTO PARTS 2,696.97 VERITAS RESEARCH CONSULTING 2,000.00 VERIZON WIRELESS 1,137.04 WEBGROUP MEDIA LLC 3,672.00 WOODLAND BUILDING CENTER1,619.60 WRIGHT EXPRESS FSC1,618.97 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 2, 2020. C. Request approval of the tax exemption for Lone Wolf Museum, parcel 102-57-040, pursuant to ARS 42-11153. The exemption was filed late due to an administrative oversight within the organization. D. Request approval of the tax exemption for the Eagar VFW, parcel 104-10-009, pursuant to ARS 42-11153. The exemption was filed late due to an administrative oversight within the organization. E. Request approval of the contract renewal with Charles Johnson to serve as the hearing officer for the Board of Equalization. Election Department: F. Request approval of all Election Board Workers, Poll Workers, Equipment Management and Election Day Technicians for the upcoming August 4, 2020 Primary Election. G. Request approval of the designated polling places for the upcoming August

4, 2020 Primary Election. Human Resources: H. District III: Request authorization to eliminate the vacant Equipment Operator I and HSE Division Manager positions and create an Intergovernmental Liaison position. This change has been budgeted for in FY21 and results in a savings of $25,000. Vote was unanimous.

Mr. Patterson, on behalf of Emergency Management, requested approval of Intergovernmental Agreement ADHS17-133163, Amendment 6 for additional COVID funds in the amount of $146,755.00 and PHEP Budget for FY 20-21 in the amount of $212,865.00. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

SueAn Stradling-Collins, on behalf of the Complete Count Committee, requested approval of a resolution to extend the Census 2020 Complete Count Committee due to the nature of the ongoing COVID-19 pandemic. Chairman Shepherd asked how long the extension would be for. Mrs. Stradling-Collins stated the census would be extended for a year. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

**RESOLUTION NO. 2020-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, EXTENDING THE CENSUS 2020 COMPLETE COUNT COMMITTEE.**

**WHEREAS**, a decennial census of every resident is required under Article 1, Section 2 of the U.S. Constitution; and

**WHEREAS**, an accurate census is essential for the allocation of representatives with the legislative bodies of the U.S. House of Representatives, the Arizona State Legislature and within Apache County voting districts; and

**WHEREAS**, billions of dollars each year in intergovernmental funding for health, education, transportation, child and elder care, emergency preparation and response, public and social support programs of all kinds depend on complete and accurate age, population and other ethnic and demographic information gathered every ten years; and

**WHEREAS**, all units of government, large and small corporations, non-profit organizations, religious organizations and local businesses of all sizes require accurate information on population and family size and income data for investment, job development and marketing guidance and to determine the impact of educational, health and social programs; and

**WHEREAS**, individual and family information is held completely confidential by strong federal laws supported by consistent court rulings at all levels and is never released even to other units of local, state or federal governments except in large statistical totals, or to family members after 72 years for genealogical purposes only; and

**WHEREAS**, the more informed residents are about the 2020 Census operations, the better their understanding of the census process becomes, thus increasing their willingness to be a part of the successful enumeration in 2020;

**NOW, THEREFORE, BE IT RESOLVED** that the Apache County Board of Supervisors does

hereby extend a Census 2020 Complete Count Committee for the purpose of planning and conducting local initiatives and promotional activities to increase community participation in the 2020 Census.

**BE IT FURTHER RESOLVED** that the Census 2020 Complete Count Committee Guidelines are as follows:

Section 1: PURPOSE:

The County of Apache is forming a Complete Count Committee

1. To increase the questionnaire mail back response rate through a focused, structured, neighbor-to-neighbor program,
2. To utilize the local knowledge, expertise, and influence of each Complete Count Committee member to design and implement a census awareness campaign targeted to the community,
3. To bring together a cross-section of community leaders whose only focus in 2020 Census awareness.

Section 2: DUTIES AND RESPONSIBILITIES:

The Complete Count Committee shall be a working committee charged with responsibility of planning and conducting local educational initiatives, as well as publicity and promotional activities to increase community participation in the Census. Activities may include, but are not limited to the following:

- Handle the creation, printing and distribution of posters, flyers, handouts, and materials for use by the media and others,
- Prepare materials for public service announcements on radio and television
- Speak at public forums and meetings, fraternal organizations, business organization, and schools for the purpose of promoting and information people of the Census,
- Create Census messages in utility bills, grocery bags, monthly billing statements, and payroll checks.
- Identify job candidates and/or distribute and display recruiting materials,
- Provide space for Be Counted sites and/or Questionnaire Assistance Centers.

Section 3: MEMBERSHIP

The Committee shall be appointed members by the Board of Supervisors. They will lead Throughout Apache County in the promotion of a 2020 Census awareness campaign and be committed to ensuring that every resident in Apache County is counted in the 2020 Census. The Committee will include representation from each of the following community groups:

a. Cities and Towns
b. Tribal Governments
c. Business

d. Religious Groups
e. Education
f. Community Organizations
g. Media
h. Minority Groups

Section 4: TERM OF SERVICE.

The Committee chairperson and committee members shall be appointed to serve for a term to continue through June 2021. For cause stated in writing, the Board of Supervisors may remove a member of the Complete Count Committee. Apache County and the local cities and towns may provide support staff as resources allow.

**PASSED AND ADOPTED** this 30th day of June, 2020.

**ATTEST:**

/s/ Ryan N. Patterson, Clerk

/s/ Alton Joe Shepherd
Chairman of the Board

Approved as to form:

/s/ Michael Whiting
County Attorney

David Romero, Chief Deputy Treasurer, requested approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(1), total taxes, penalties, and interest to be abated in the amount of $9,408.84 for property account numbers R0053988 & R0053992. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

County Attorney Michael Whiting, requested approval of an Arizona Criminal Justice Commission FY20 Arizona Coronavirus Emergency Supplemental Funding (ACESF) Grant Agreement No. ACESF-21-001, in the amount of $58,007.00 for the period of January 1, 2020 through December 31, 2020. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

**Mr. Shirley moved to adjourn the meeting at 8:53 a.m. MST, seconded by Mr. Simshauser.** Vote was unanimous.

Approved this 28th day of July 2020.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

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

date/time stamp

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

County Manager

Date/Signature: 7/20/2020

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 recognizing August as Child Support Awareness Month.

BOS Meeting Date Requested 7/28/2020

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

Approved by the BOS Oct. 20, 2015

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

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

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

**BOARD OF SUPERVISORS**
**OF APACHE COUNTY**

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

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

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

## *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 is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; 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 salutes diligent parents who spend time with their child 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 2020 as **CHILD SUPPORT AWARENESS MONTH.**

**PASSED AND ADOPTED** this 28th day of July 2020.

ATTEST:

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

GOVERNOR DOUGLAS A. DUCEY

# STATE OF ARIZONA

# PROCLAMATION

**WHEREAS,** the State of Arizona 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 is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; 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 salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

**NOW, THEREFORE, I,** Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim August 2020 as

## CHILD SUPPORT AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

Douglas A. Ducey

GOVERNOR

DONE at the Capitol in Phoenix on this twenty-third day of June in the year Two Thousand and Twenty and of the Independence of the United States of America the Two Hundred and Forty-Third.

*ATTEST:*

SECRETARY OF STATE

## Beth Bond

**From:** Justine McDilda <jmcdilda@azdes.gov>
**Sent:** Monday, July 6, 2020 10:59 AM
**Subject:** Proclamation Request for Child Support Awareness Month, August 2020
**Attachments:** Governor's Proclamation - Child Support Awareness Month, 2020.pdf; County Proclamation Draft Template.docx; Mayoral Proclamation Draft Template.docx; Pinal County 2019.pdf; Apache County 2019.pdf; Scottsdale 2019.pdf; Pinetop 2019.pdf

Dear Colleague:

**Governor Ducey has proclaimed August Child Support Awareness Month (Proclamation attached).** I am seeking your help and community assistance in promoting Child Support Awareness throughout the month of August. The Department of Economic Security, Division of Child Support Services is kindly asking for you to issue a Proclamation in support of Child Support Awareness Month.

As stated in the last paragraph of the Proclamation, "the Department of Economic Security Division of Child Support Services, is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as was being an overall champion for economic growth and opportunity." Your partnering efforts are a valuable resource to us as we engage with parents and children throughout the state of Arizona.

I have provided a Word document template, as well as previous city, town, and county Proclamations from the previous year of 2019, to help aid you in the drafting of your respective Proclamation.

I encourage you to post the Proclamation in your offices and public areas, share it with the people you serve, feature it in your newsletters, and send it to your list serves. Please encourage your contacts to contact me if they have questions and/or planned events at which the Proclamation can be endorsed and/or DES Child Support Services can participate.

I thank you for your assistance, and I look forward to hearing from you. Please feel free to contact me at jmcdilda@azdes.gov.

Thank you,

**Justine McDilda**
**Outreach Coordinator**
Outreach and Community Relations
Division of Child Support Services
125 E Elliot Rd
Chandler AZ, 85225
Cell (480) 338-6205
Mail Drop: 7414
des.az.gov

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

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

date/time stamp

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

Apache County Recorder's Office

Date/Signature: 7/13/2020

Describe in detail what you want to say to the Board and what action you want the Board to take: Pursuant to ARS § 16-411(B)(5) – Approve "Emergency voting" for the Primary Election to take place on Monday, August 3rd 2020 from 6:30AM to 5:30PM, to be held in the Recorder's Office located at 75 W. Cleveland, St. Johns, and administered by the Recorder's Office.

BOS Meeting Date Requested 7/28/2020

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

Approved by the BOS Oct. 20, 2015

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

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

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

**BOARD OF SUPERVISORS**
**OF APACHE COUNTY**

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

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

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

**RESOLUTION NUMBER: 2020-_____**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, DESIGNATING EMERGENCY VOTING CENTERS FOR THE AUGUST 4TH, 2020 PRIMARY ELECTION**

**WHEREAS,** pursuant to A.R.S. 16-411, the Board of Supervisors for each county is authorized to use voting centers for emergency voting; and

**WHEREAS,** the designation of one or more emergency voting centers is to be made by specific resolution; and

**WHEREAS,** the specific resolution must appoint a specific County officer, as well as specific hours and locations;

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

That the Apache County Recorder's Office located in St. Johns, Arizona is designated as the Apache County Emergency Voting Center[s], and the hours of such Emergency Voting Center shall be 6:30 a.m. until 5:30 p.m., on Monday August 3rd, 2020.

**PASSED AND ADOPTED** by the Board of the County of Apache, Arizona, this 28th day of July, 2020.

**ATTEST:**

_____
**Alton Joe Shepherd**
**Chairman of the Board**

_____
**Ryan N. Patterson**
**Clerk of the Board**

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

date/time stamp

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

Apache County Recorder's Office

Date/Signature: 7/13/2020

Describe in detail what you want to say to the Board and what action you want the Board to take: Pursuant to ARS § 16-411(B)(5) – Approve "Emergency voting" for the General Election to take place on Monday November 2nd, 2020 from 6:30AM to 5:30PM, to be held in the Recorder's Office located at 75 W. Cleveland St., St. Johns, and administered by the Recorder's Office.

BOS Meeting Date Requested 7/28/2020

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PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

---

Finance Review:

Signature

---

Human Resources Review:

Signature

---

Other Review:

Signature

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

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Approved by the BOS Oct. 20, 2015

JOE SHIRLEY, JR.
VICE CHAIRMAN OF THE BOARD
DISTRICT I
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FACSIMILE: (928) 337-2003

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

**RESOLUTION NUMBER: 2020-_____**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, DESIGNATING EMERGENCY VOTING CENTERS FOR THE NOVEMBER 3RD, 2020 GENERAL ELECTION**

**WHEREAS,** pursuant to A.R.S. 16-411, the Board of Supervisors for each county is authorized to use voting centers for emergency voting; and

**WHEREAS,** the designation of one or more emergency voting centers is to be made by specific resolution; and

**WHEREAS,** the specific resolution must appoint a specific County officer, as well as specific hours and locations;

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

That the Apache County Recorder's Office located in St. Johns, Arizona is designated as the Apache County Emergency Voting Center[s], and the hours of such Emergency Voting Center shall be 6:30 a.m. until 5:30 p.m., on Monday November 2nd, 2020.

**PASSED AND ADOPTED** by the Board of the County of Apache, Arizona, this 28th day of July, 2020.

**ATTEST:**

_____
**Alton Joe Shepherd**
**Chairman of the Board**

_____
**Ryan N. Patterson**
**Clerk of the Board**

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

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

Finance

Date/Signature: 7/20/2020

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

Discussion and possible approval of AZCares Fund grant Agreement No. ERMT-209-011, in the amount of $7,055,552, with no match amount required.

BOS Meeting Date Requested July 28, 2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature N/A

Other Review:

Signature N/A

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

Approved by the BOS Oct. 20, 2015

DOUGLAS A. DUCEY
GOVERNOR

STATE OF ARIZONA
OFFICE OF THE GOVERNOR

EXECUTIVE OFFICE

May 29, 2020

Dear Chairperson Shepherd:

I am pleased to inform you that we are awarding $7,055,552 from the AZCares Fund to the County of Apache. We appreciate your leadership and partnership during this difficult time. We have designed this program to provide maximum flexibility to local leaders like yourself so that you can best respond to the individual needs of your community.

As you know, this program was designed based on specific feedback we received from you and your colleagues. We look forward to seeing the many innovative ways that you all will utilize these dollars on behalf of our shared citizens.

If there is anything my office can do to assist in the implementation of your efforts, please don't hesitate to reach out.

Further details are enclosed.

Sincerely,

Douglas A. Ducey
Governor, State of Arizona

1700 W WASHINGTON STREET, PHOENIX, ARIZONA 85007
602-542-4331 · www.azgovernor.gov

State of Arizona
Office of the Governor
**AZCares Fund Program**

ERMT Grant Number: ERMT-20-011
Award Amount: $7,055,552

## Grant Agreement Terms and Conditions

This Grant Agreement ("Agreement") is between the County of Apache ("Grantee") and the State of Arizona, acting through the Governor's Office ("Grantor"), (sometimes, individually, a "Party," or collectively, "Parties").

### I. Purpose

Distribution to local Arizona jurisdictions of federal financial assistance from The U.S. Department of the Treasury's Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

### II. Term, Effective Date, and Termination

The Agreement commences when it is signed by both Parties. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

### III. Renewal and Amendments

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the Parties must execute a written Amendment or a new Agreement. A renewal may be considered if the Grantor adds additional funding and subsequent rounds of awards to the AZCares Fund, the State of Arizona receives additional federal Coronavirus Disease 2019 (COVID-19) public health emergency funding, and/or the State of Arizona Legislature chooses to appropriate funding for this specific purpose. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

### IV. Obligations of the Parties

Responsibilities of the Grantee:

a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
b. Grantee agrees that it will submit financial and activity reports to Grantor in a format provided by the Grantor, documenting the activities supported by these grant funds and

providing an assessment of the impact of these activities. 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.

c. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or Grantor-approved payments. Reports are due pursuant to the schedule listed in this Agreement.
d. The final request for reimbursement of grant funds must be received by the Grantor on or before the last day of the project period.
e. Grantee agrees to remit all unexpended grant funds to the Grantor within thirty (30) days of written request received from the Grantor.
f. Grantee agrees that all encumbered funds must be expended and that payroll and Employee Related Expenses (ERE) must be paid on or before the expiration of this Agreement.
g. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
h. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.
i. Required programmatic and financial reports are submitted according to the schedule below. At any point, the Grantee can submit its final report thus ending its need to submit any subsequent reports:

| **Programmatic and Financial Reports** | |
|---|---|
| **Report Period:** | **Due Date:** |
| March 1st – June 30th | July 3rd |
| July 1st – September 30th | October 5th |
| October 1st – December 30th | January 4th |

Responsibilities of the Grantor:

a. Once the following actions and documents are completed by Grantee and have been received, verified, and approved by the Grantor, payment to the Grantee will be completed within 5 business days:
   i. Obtained a Duns & Bradstreet number;
   ii. SAM.gov registration completed;
   iii. AZCares Fund application submitted;
   iv. AZCares Fund Certification Form submitted;
   v. Budget/expense request submitted;
   vi. Award acceptance submitted;
   vii. State of Arizona General Accounting Office (GAO) Automated Clearing House (ACH) set-up completed; and
   viii. The Agreement executed by the Grantee or an email from the Grantee sent to ospber@az.gov stating that the Agreement is on the Grantee's board/council agenda for review and execution. Grantee will provide the exact date of the board/council meeting in that email.

## V. Fund Management

Grantee must receive these funds under this Agreement in a separate ledger account/fund and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

a. Financial Management
b. Procurement
d. Property
e. Travel

c. Personnel

A system is adequate if it is: 1) ***written***; 2) ***consistently followed*** - it applies in all similar circumstances; and 3) ***consistently applied*** – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.
The Grantee shall manage funds according to applicable federal regulations for administrative requirements, cost principles and audits

## VI. DUNS/CCR

Each Grantee must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the System for Award Management ("SAM"). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration ("CCR"), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located here.

## VII. Reporting Requirements

In compliance with the CARES Act reporting requirements, the Grantee is required to provide the following information:

a. the total amount of funding received from the AZCares Fund;
b. the amount of funding received that was expended or obligated for each project or activity;
c. a detailed list of all projects or activities for which large covered funds were expended or obligated, including—
    i. the name of the project or activity;
    ii. a description of the project or activity; and
    iii. the estimated number of jobs created or retained by the project or activity, where applicable; and
d. detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below $50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

## VIII. Organizational Audit Requirements

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal* Awards, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization's single audit are not satisfactorily and promptly addressed. This CFR Title 2 Part 200 can be found online.

Single Audit: Grantee expending $750,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization's most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

IX. **Unallowable Costs**

All costs incurred prior to the project period start date and costs not consistent with the funding opportunity solicitation are not allowable under this award.

X. **Conflicts of Interest Policy**

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
d. specify the nature of penalties that may be imposed for violations.

XI. **Acknowledgement of Federal Funding in Communications and Contracting**

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

XII. **Mandatory Disclosures**

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

XIII. **Data Collection and Performance Measurement**

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

XIV. **Ad Hoc Submissions**

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

XV. **Applicable law**

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

XVI. **Documents incorporated by reference**

The AZCares Fund Allocations and Certification Form are both incorporated into this Agreement in its entirety. Grantee warrants that it has read and understands the AZCares Fund Allocations and Certification Form and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the AZCares Fund Allocations and Certification Form, this Agreement shall control.

## XVII. Payments

Grantee reimbursements are based only on expenditures approved in its Application budget and budget narrative. A Grantee shall be reimbursed initially for actual public health and safety payroll expenses and EREs for the time period of March 1, 2020 up to the Grantee's application submission or the most recent pay period. If an allocation award balance exists, then the Grantee will either include forecasted payroll expenses and EREs in its application or submit further reimbursement request(s) of its actual public health and safety payroll expenses and EREs until its allocation is fully expended. The Grantee will need to provide its previous year's total actual expense(s) for that category(ies) to validate projection. Overtime is not an eligible expense for reimbursement request(s) from the AZCares Fund. For purposes of the AZCares Fund, Fire, Emergency Medical Services (EMS), 9-1-1, and Sheriff/Police personnel are considered public safety. The Grantee shall use the forms provided by the Grantor to submit reimbursement requests.

Per Federal guidance:

a. these public health and safety expenses do NOT need to be materially related to the Coronavirus Disease 2019 (COVID-19) public health emergency.
b. these funds are designed to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, the Grantee may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

Grantee must:

a. register for the U.S. Department of Homeland Security, Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) Grant Program via the Arizona Department of Emergency and Military Affairs (DEMA) portal.
b. submit an application for FEMA PA Grant Program to be verified by DEMA to successfully complete, maintain compliance, and closeout the Public Health and Safety Stabilization Program.
c. enroll in automatic clearing house (ACH) payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions." Vendor account set-up and payment information can be found here.

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault or negligence of the Grantee.

## XVIII. Notification of Program Changes

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

## XIX. Relationship of Parties

The individuals performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the Grantor. The State

of Arizona and the Grantor retains no control or direction over such individuals or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

**XX. Other**

a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.

b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this 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 the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.

d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
    i. Any contractor or subcontractor who is contracted by a Party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
    ii. That any breach of the warranty in paragraph "b." above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
    iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph "b." above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
    iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

i. Any change, modification, or extension of this Agreement must be submitted through the Grantor's online grant management system, eCivis, and approved by Grantor.
j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
r. 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.
s. 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.
t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor 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.
u. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

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 and Title

Additional signature(s) if required by political subdivision — Date

Printed Name and Title — Date

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 Governor's Office with the signed Agreement.

**Approved as to form and authority to enter into Agreement (Excluding non-profits):**

[signature] — 7/28/2020

Legal counsel for Grantee — Date

Joseph Young, Chief Deputy County Attorney

Printed Name and Title

**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**

Appropriate A.R.S., ordinance, or charter reference

**FOR GOVERNOR'S OFFICE:**

Matthew Gress, Director — Date
State of Arizona
Governor's Office of Strategic Planning and Budgeting

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

date/time stamp

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

Engineering

Date/Signature: 7/21/20

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

Discussion and possible approval of the Request for Qualification-selection of CMI Engineering for professional services including but not limited to all FEMA related Hazard Mitigation Grant Program applications, project management, coordination with State and Federal agencies, design and construction management consultation, public outreach coordination and facilitation. This Selection process, in compliance with CFR 200.317-326 Sub-Part D, and Contract Addendum between Apache County and Creative Multimedia, Inc., dba CMI Engineering is for a period of five (5) years. All existing contract terms and condition, such as reporting and cost documentation, to remain the same.

BOS Meeting Date Requested 07/28/2020

PRE-AGENDA ITEM REVIEW

Legal Review: See attached email

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

## Beth Bond

**From:** Joe Young <JYoung@apachelaw.net>
**Sent:** Wednesday, July 22, 2020 1:58 PM
**To:** Ferrin Crosby
**Cc:** Beth Bond
**Subject:** RE: 7/28/20 agenda items

I am good with this document

**From:** Ferrin Crosby [mailto:cfcros@co.apache.az.us]
**Sent:** Tuesday, July 21, 2020 1:54 PM
**To:** Beth Bond <bbond@co.apache.az.us>; Joe Young <JYoung@apachelaw.net>
**Subject:** 7/28/20 agenda items

Joe,

I made the suggested changes to addenda 3.) of the addendum and made the agenda item to match. Please confirm your approval to Beth prior to her posting on Thursday morning or before.

Thanks,

Ferrin

# *Office of*
# *Apache County Engineer*
***P.O. Box 238, St. Johns, AZ 85936***
***fcrosby@co.apache.az.us***

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062


July 21, 2020

## Contract Addendum

Apache County, Arizona and Creative Multimedia, inc. hereby agree to a contract addendum to that certain Consulting Agreement entered into between the parties on or about April 3, 2008. The amendments to the Consulting Agreement approved by this addendum are as follow:

1.) The inclusion of the Request for Qualification-selection of CMI Engineering for professional services including but not limited to all FEMA related Hazard Mitigation Grant Program applications, project management, coordination with State and Federal agencies, design and construction management consultation, public outreach coordination and facilitation. This Selection process, in compliance with CFR 200.317-326 Sub-Part D, and Contract Addendum between Apache County and Creative Multimedia, Inc., dba CMI Engineering

2.) The service completion date is hereby extended to July 28, 2025

3.) All other existing contract terms and conditions, such as reporting and cost documentation, to remain the same

This contact addendum and change order approved this 28th day of July 2020.by:

Authorized Representative of CMI

Authorized Representative of
Apache County

# REQUEST FOR STATEMENT OF QUALIFICATIONS

Apache County Engineering is seeking Qualifications from firms/individuals to assist the County in Project Management and Project Engineering of FEMA Hazard Mitigation Assistance Grants. Statements of Qualifications should reference experience in programmatic, technical, environmental, and permitting related to Hazard Mitigation Grants. Experience ranging from application to construction is desired.

The County is also seeking Qualifications from firms/individuals to assist the County in the design of engineered features on FEMA Hazard Mitigation Grants. Experience with technical requirements and the National Flood Insurance Program is desired.

Due to the lengthy project qualification process from application to construction, This procurement for engineering and technical services is for a five-year time frame.

Interested firms and individuals should e-mail their Statement of Qualifications to Ferrin Crosby, P.E, Apache County Engineer; email: fcrosby@co.apache.az.us or dlhauser@co.apache.az.us

The deadline for the delivery of the Statement of Qualifications to the County is 3:00 PM July 16, 2020.

Scoring For Selection of Professional Engeinnering Services

| | |
|---|---|
| Woodson Engineering and Surveying, INC | 85 |
| Painted Sky Engineering and Survey, LLC. | 80 |
| CMG Drainage Engineering, INC | 80 |
| CMI Engineering | 90 |

Scoring For Selection of Professional Engeinnering Services

| | |
|---|---|
| Woodson Engineering and Surveying, INC | 85 |
| Painted Sky Engineering and Survey, LLC. | 60 |
| CMG Drainage Engineering, INC | 75 |
| CMI Engineering | 90 |

05

Scoring For Selection of Professional Engeinnering Services

| | |
|---|---|
| Woodson Engineering and Surveying, INC | 54 |
| Painted Sky Engineering and Survey, LLC. | 43 |
| CMG Drainage Engineering, INC | 69 |
| CMI Engineering | 89 |

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

date/time stamp

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

Engineering

Date/Signature 7/21/20

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

Request authorization to convert the position of GIS Program Technician (Range 37) to a GIS Analyst (Range 45) and to increase the salary for Tammy Davis (by $5,000) due to a redistribution of duties, effective July 1, 2020. The following changes are funded through attrition with the departure of our current Engineering Tech III range 38 who will be retiring in December.
The saving to the department for fiscal year 2021 will be $10,154.96 and $35,309.92 in subsequent years. These changes are included in the FY21 budget.

BOS Meeting Date Requested 7/28/20

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PRE-AGENDA ITEM REVIEW

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

Legal Review:_____

_____

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_____Signature:_____

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Finance Review:_____

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_____Signature:_____

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Human Resources Review:_____

_____

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_____Signature:_____

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Other Review:_____

_____

_____

_____Signature:_____

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Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials_____

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# GIS Analyst

Effective Date: 7/01/2020
Range: 45
Annual Salary: $38,530 - $57,795

**NATURE OF WORK:**

Under general supervision, provides and coordinates complex research/data analysis, systems design, programming, and support of computer-based GIS/GPS (Geographic Information Systems/Global Positioning Systems) mapping and related statistical software and provides technical and administrative coordination with GIS Manager. Performs Floodplain analysis for residential and commercial development in correspondence with FEMA guidelines. Coordinates with other county departments for Floodplain compliance review and recommendation. Work is performed not only in a typical interior/office work environment, but also in areas of outdoor terrain, sometimes flat and sometimes rugged, to perform GPS/Survey instrumental procedure and floodplain analysis.

**TYPICAL DUTIES:**

**GIS:** Performs computer programming, data analysis, and software development for GIS applications, to include maintenance of existing systems and research/development for future enhancements. Designs and carries out GIS procedures, both simple and complex, analysis, project reporting, data conversion, data transfer, and graphic production. Compiles and integrates cartographic data from a wide variety of sources for inclusion in map manuscripts; creates an edits geospatial data, using GPS and digitizing techniques; creates and edits maps, integrating a range of data formats, and using state-of-the-art technology. Interfaces and serves as a liaison with clients in the servicing of special requests and operational issues, as they arise; ensure that GIS products are delivered within a time from acceptable to the client and solicits feedback to improve future services. Carries out GIS analytical procedures. Assists GIS Manager with report preparation and Internet-based materials. Maintains a broad knowledge of state-of-the-art technology, equipment, and/or systems. Performs miscellaneous job-related duties as assigned.

**FLOODPLAIN ADMINISTRATION:** Require, review, and evaluate floodplain development permit applications for all development in particular those located in a Special Flood Hazard Area (SFHA). This includes minor development (fences, accessory structures, grading, etc.) that may not require building permits. Provide information related to the Base Flood Elevation and answer general questions about floodplain/floodway boundaries. Review elevation certificates for completeness and accuracy. Identify deficiencies before accepting as part of a development application. Review development plans and specifications for compliance with the floodplain ordinance. Discourage development in the floodplain when alternatives are possible and restrict development in the floodway (if allowed by local ordinance) to that which will not cause a rise in the elevation of the base flood. Review engineering analyses to ensure local regulations are being met. Advise applicants of other State, Federal or local permits or approvals that may be necessary when developing in an SFHA. Inspect floodplain construction to verify location relative to the floodplain/floodway and ensure compliance with local floodplain ordinance. Educate community members and local officials about floodplain management. Ensure building officials and Planning and Zoning commission are fully aware of building code requirements related to floodplain development. Maintain complete documentation and records of all floodplain activities. Records should be maintained indefinitely. Investigate violations of the floodplain ordinance and initiate corrective action.

**KNOWLEDGE, SKILLS AND ABILITIES:**
**Knowledge in:**

- and understanding of integrated GIS/GPS principles systems, and technologies;
- computer programming, data analysis and software development skills;

- cartographic, geographic, statistical and mathematical theory and standards.
- PC, and Macintosh operating systems.
- GPS and cartographic data collection techniques.
- AUTOCAD or other related CAD software.
- project management principles and practices
- current technological developments/trends in area of expertise.
- Floodplain administration analysis
- Floodplain ordinance compliance review and interpretation

**Ability to:**

- utilize and program within ESRI ArcGIS products comparable statistical/analytical programs.
- demonstrate strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- evaluate and interpret end user information requirements, and to develop appropriate systems and/or applications solutions.
- develop web mapping applications.
- Communicate with developers, requirements relating to floodplain ordinance compliance

**MINIMUM QUALIFICATIONS:**

The successful applicant must be able to perform ALL of the above essential functions of this position, unassisted, and at a pace and level of performance consistent with the actual job performance requirements and at a satisfactory level.

An bachelor's degree in GIS, Geography, engineering, computer science, computer information systems, surveying or a closely related field or three (3) years' experience in Cartography, cadastral or geographic mapping; general knowledge of floodplain ordinance policy and procedures; related experience beyond the necessary three (3) years may substitute for the educational requirement on a year for year basis.

Certified floodplain manager preferred

Must possess a valid driver's license.

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

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

Apache County Sheriff's Office AJ 7/21/2020

Date/Signature: 6-29-2020

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

Sheriff's Office requests approval of Agreement DC-21-001 between Arizona Criminal Justice Commission and the Apache County Sheriffs Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of $225,301.00. This grant requires a 25% match that will be paid utilizing RICO Funds.

BOS Meeting Date Requested 7/28/20

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PRE-AGENDA ITEM REVIEW

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

Legal Review: See attached email

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

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# Arizona Criminal Justice Commission

*Chairperson*
SHEILA POLK
Yavapai County Attorney

*Vice-Chairperson*
STEVE STAHL, Chief
Law Enforcement Leader
City of Maricopa Police Department

ALLISTER ADEL
Maricopa County Attorney

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

HESTON SILBERT, Director
Department of Public Safety

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Former Judge

VACANT
Sheriff

VACANT
Chief

VACANT
Chief

VACANT
Chief

*Executive Director*
Andrew T. LeFevre

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

June 1, 2020

Sheriff Joseph Dedman, Jr.
Apache County Sheriff's Office
PO BOX 518
370 S. Washington
St. Johns, AZ 85936

**Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2021 Cycle 34 Award, DC-21-001**

Dear Sheriff Joseph Dedman, Jr.:

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 Cycle 34, FY 2021 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven, found on page 3 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://acjc.azcjc.gov/GMS3/Login.aspx. Activity reporting can be accessed at: https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F.

**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 EEOP information: https://ojp.gov/about/offices/ocr.htm

If you have any questions, please contact Simone Courter at scourter@azcjc.gov or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale

Tony Vidale, Deputy Director
Drug, Gang, and Violent Crime Control Program

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# Drug, Gang, and Violent Crime Control (DGVCC)

## Grant Program

## Grant Agreement DocuSign Instructions

**Upon receipt of your FY21 Cycle 34 DGVCC Grant Agreement through DocuSign, it is imperative to review the following information outlined in the grant agreement document to ensure that all agency information is correct and that your agency is able to accept and comply with all terms and conditions of the contract.** *PLEASE NOTIFY ACJC IF YOUR AGENCY CONTACT(S) DOES NOT RECEIVE A DOCUSIGN EMAIL TO COMPLETE THE EXECUTION OF YOUR GRANT AGREEMENT. THIS MAY DUE TO INTERNAL EMAIL OR FIREWALL SECURITY SETTINGS.*

- ❑ **Please make sure to check your "JUNK MAIL" for the DocuSign Email containing the grant agreement to be executed. Designated signatories MUST use the email sent to them directly and not a copied email forwarded from another person/source.**
- ❑ **Grant Agreement (Please review the entire document and the instructions below)**
- ❑ **Approved line-item program budget**
- ❑ **Positions, Supplies, Equipment, Services, etc., approved for funding**
- ❑ **Report due dates and submission instructions - PLEASE REVIEW CAREFULLY AS THESE INSTRUCTIONS and DOCUMENTS HAVE CHANGED FOR FY21 Cycle 34**
- ❑ **Special Condition(s) Page**
- ❑ **Authorized signature page****

**In order to reduce paper use and to save processing time, ACJC has moved to an electronic signature process for grant agreements through DocuSign. Using an electronic signature process will allow for faster execution of grant agreements and, ultimately, getting funding to grant recipients earlier. As a grantee, you are not required to sign-up for the DocuSign service, only to utilize it in executing the DGVCC grant agreement document. Using the DocuSign service will allow ACJC to be more efficient and streamline our grant agreement process.

**The process for processing grant agreements through DocuSign is simple:**

**-The PROJECT OFFICIAL will receive an email from ACJC through the DocuSign system. The PROJECT OFFICIAL can download grant agreement documents (if necessary) to process the Agreement through the usual approval process used by your agency's policy, such as running the Agreement through the chain of command or getting approval from the Board of Supervisors or City Council.****

**-Once approved by the board or council, the PROJECT OFFICIAL will go back to the DocuSign link, click on it, and type in the name and email of the Authorized Signatory- (EX: agency head or designee, Board of Supervisor Chair, or Mayor, followed by the Legal Counsel.**)**

***Please note these steps/signatures are only necessary **if your agency's internal polices requires it** in order to accept the conditions of an award or contract. Please provide a written (or emailed) notification to ACJC if one more more signatures listed above is not required by your agency, or if an additional signature of approval/attestation must be added.*

**-The document will be electronically routed to those identified by the Project Official for their signatures. Upon all grantee signatures, the document will be sent automatically to the ACJC Executive Director for signature. Once all parties have signed the Agreement, copies will be sent to the Project Official and all signatories. We then have an executed grant agreement and can begin processing finance reports.**

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward it to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purpose of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are three (3) lines that must be completed (Non-Profit does not need Legal Council approval).

A. The first line is the signature of the individual ***authorized to make agreements*** for your governmental subdivision.

1. For County Offices, the Chairman of the County Board of Supervisors ***must*** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestment or certification of the signature by the Clerk of the Board, the agency MUST notify ACJC to add into DocuSign on the grant agreements the signature page.

2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestment or certification of the signature by the Clerk,the agency MUST notify ACJC to add into DocuSign on the grant agreements the signature page.

3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be returned to the Criminal Justice Commission.

4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.

5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must sign the Agreement where indicated.

B. The line requesting the signature of the ***Legal counsel for GRANTEE*** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the Agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. Non-Profit Agencies- this field is not required.

C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

## Steps to sign a DocuSign document.

DocuSign is an electronic document service that allows parties to an agreement to review a document and apply an e-signature to that document. DocuSign is a safe and secure way to electronically send and sign documents. You do not need the DocuSign service to sign a document. Please check your "JUNK MAIL" to ensure that the DocuSign email was received.

ACJC will send you a DocuSign email containing a link to your document.

Review the DocuSign email:
Open the email and review the message from the sender. Click **REVIEW DOCUMENT** to begin the signing process.

Agree to sign electronically:
Review the consumer disclosure, and select the checkbox **I agree to use Electronic Records and Signatures.**

**Important!** To view and sign the documents, you must agree to conduct business electronically.

**Note:** To view additional options, click the **OTHER ACTIONS** button on the right side of the page. Other Actions are options such as Decline to Sign if you want to decline to sign the document or Assign to Someone Else if you are not the appropriate person to sign the document.

Click **CONTINUE** to begin the signing process.
Start the signing process:
Click the **START** tag on the left to begin the signing process. You are taken to the first tag requiring your action.

Click the **SIGN** tag.
If this is the first time you are using DocuSign, You are asked to Adopt Your Signature.

To Adopt your initials and signature:
To adopt your initials and signature, verify that your name and initials are correct. If not, change them as needed.
Click on Choose Change Style to see a variety of signature and initial styles.
You can also choose to draw your own signature and initials or upload a signature and initials.

Once you have made your choice, Click **ADOPT AND SIGN** to adopt and save your signature information and return to the document.

Sign the document:
After reviewing the document you are now ready to sign the document. Click on all of the signature tags to place your initials or signature on the document. If you miss one and try to submit, you will be taken to the tags that still require a signature or initials.

For any red boxes in the document, type in the relevant information, such as your title.

Confirm signing:
When you finish clicking all signature tags in the document, confirm signing by clicking **FINISH.**
A message appears stating that you have completed your document. You can now download a PDF copy or print a copy of the document. The sender receives an email with the signed document attached, and the signed document appears in their DocuSign account.

Sign up for a DocuSign account:
After signing the document and clicking the Finish button you will get a message offering to Sign up for a DocuSign account and save the document in your own account. You do not need to sign up for an account. A DocuSign account allows you to save all documents in an account. Keep in mind that after all parties have signed the document you will receive a pdf copy of the agreement. If you do not desire a DocuSign account just choose No Thanks.

Finish
This completes the process to sign a DocuSign document. If you have any questions, concerns, or problems with the DocuSign e-signature process, please contact your ACJC grant coordinator.

If you have any questions, please feel free to contact Simone Courter at (602) 364-1186 or Ashley Mully at 602-364-1172 or email us at dcadmin@azcjc.gov for clarification.

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# ARIZONA CRIMINAL JUSTICE COMMISSION
## Drug, Gang, and Violent Crime Control
## GRANT AGREEMENT

ACJC Grant Number DC-21-001

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

Grantee Name: Apache County Sheriff's Office
Grantee's DUNS Number: 1703200270000
Grantee Period of Performance Start and End Date: 07/01/2020 TO 06/30/2021
Amount of Federal Funds Obligated by this Agreement: $78,855
Total Amount of Federal Funds Obligated to the Grantee: $78,855
Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.738 – Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: $3,610,450
Federal Award Identification Number (FAIN): BJA-2019-15142
Federal Award Date: 09/18/2019

Federal Award Project Description:
In general, JAG funds awarded to a state under this FY 2019 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: 0%

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This Grant Agreement is made this 1st day of June, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY SHERIFF'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 1, 2020 and terminate on June 30, 2021. 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 Street, Suite 230
   Phoenix, Arizona 85007
   Attn: Program Manager

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B. If to the GRANTEE:

Apache County Sheriff's Office
PO BOX 518
370 S. Washington
St. John, AZ 85936
Attn: **Sheriff Joseph Dedman, Jr.**

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.

| **APPROVED LINE ITEM PROGRAM BUDGET** | |
|---|---|
| Personnel: | |
| Salaries | $128,598.00 |
| Fringe Benefits (for salaries/overtime)* | $96,703.00 |
| Overtime | NOT APPROVED |
| Professional & Outside/Consultant & Contractual Services | NOT APPROVED |
| Travel In-State | NOT APPROVED |
| Travel Out-of-State | NOT APPROVED |
| Confidential Funds | NOT APPROVED |
| Operating Expenses: | |
| Supplies | NOT APPROVED |
| Registration/Training | NOT APPROVED |
| Other | NOT APPROVED |
| Equipment | |
| Capital | NOT APPROVED |
| Noncapital | NOT APPROVED |
| TOTAL | $225,301.00 |
| Positions Funded: Drug Task Force Commander-Apache County Sheriff's Office (1.0), Detective- Springerville Police Department (1.0), Detective- Eager Police Department (1.0) Equipment Type: Not Approved. | |

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. GRANTEE understands that other Federal grant funds cannot be used as a match for this grant. The total to be paid by the COMMISSION under this Agreement shall not exceed $78,855.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $90,120.00 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 $56,326.00.

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.

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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 notice (GAN) 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 the 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 *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:* 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

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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):

| **ACTIVITY REPORTS** | |
|---|---|
| **Report Period:** | **Due Date:** |
| July 1 to September 30 | October 15 |
| October 1 to December 31 | January 15 |
| January 1 to March 31 | April 15 |
| April 1 to June 30 | July 15 |

| **FINANCIAL REPORTS** | | | |
|---|---|---|---|
| **Report Period:** | **Due Date:** | **Report Period:** | **Due Date:** |
| July 1 – July 31 | August 25 | January 1 – January 31 | February 25 |
| August 1 – August 31 | September 25 | February 1 – February 29 | March 25 |
| September 1 – September 30 | October 25 | March 1 – March 31 | April 25 |
| October 1 – October 31 | November 25 | April 1 – April 30 | May 25 |
| November 1 – November 30 | December 25 | May 1 – May 31 | June 25 |
| December 1 – December 31 | January 25 | June 1 – June 30 | July 25 |

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 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 $150,000.

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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 "Post-award 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.

    A. 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.

    B. 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.

    C. The arbitration shall be conducted in Maricopa County.

    D. 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.

    E. 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.

    F. 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.

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Failure to adhere to this time limit shall not constitute a basis for challenging the award.

G. 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.

H. 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 Indeminitor, 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 contractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractors 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."

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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.

A. In accepting this award, the GRANTEE-

i) 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

ii) 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.

B. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

i) 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

ii) it certifies that, if it learns or is notified that any sub-recipient, 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.

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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:*
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:*
https://ojp.gov/funding/Part200UniformRequirements.htm

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2019. 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, 2019 https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward 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* 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* https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm

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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. 2019-DJ-BX-0029 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 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 statues 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.

54. 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* http://www.LEP.gov

55. 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

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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

56. 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.

57. 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 (EEOP). 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.

58. 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.

59. GRANTEE agrees to formulate and keep on file an EEOP (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 EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP 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)). .

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60. 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:** http://www.azcjc.gov/grants

61. 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.

62. 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/

63. 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:
**Link:** 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.

64. 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.

65. 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.

66. 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.

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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.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, sub-grantee, 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.

68. 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).

69. 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.

70. 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 by state employers and contractors.

71. 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.

72. 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.

73. 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.

74. 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.

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75. 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.

76. 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 or 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.

77. 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 the Grant Agreement Continuation Sheet.

78. 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.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. 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.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

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Arizona Criminal Justice Commission
**Drug, Gang, and Violent Crime Control**
**GRANT AGREEMENT CONTINUATION SHEET**
**SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. 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.

3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C section 10231 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.

4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

5. 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.

6. 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.

7. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final 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.

8. 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). 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.

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9. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (https://ojpsso.ojp.gov/). For more detailed information on reporting and other JAG requirements, refer to the JAG 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.

10. 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.

11. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.

    a. Requirement to collect certain information from sub-recipients
        i) The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed sub-recipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All sub-recipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from sub-recipients that are either a tribal government/organization, a nonprofit organization or a private institution of higher education.

    b. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance
        i) With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any sub-recipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (I) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

        ii) Certifications from sub-recipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Also, the recipient must require that no sub-recipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

        iii) Rules of Construction
            (1) For purposes of this condition:
            (2) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

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(3) "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
(4) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(5) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(6) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

iv) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

c. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

i) Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49,227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of8 U.S.C. ch. 12 - without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

ii) Rules of construction
(1) For purposes of this condition--
(2) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.101(a)(3));
(3) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any de-confliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(4) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
(5) the term "public disclosure" means any communication or release other than one—(a) within the recipient, or (b) to any sub-recipient (at any tier) that is a government entity.

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12. 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 may be accessed through the GRANTEE's GMS record and submitted under "Activity Reporting" also in GMS: https://acjc.azcjc.gov/GMS3/Login.aspx. Originals must be kept at the GRANTEE'S agency.

    a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at http://azcjc.gov/drug-gang-violent-crime or in the GRANTEE's GMS grant record accessed through https://acjc.azcjc.gov/GMS3/Login.aspx.

    b. Benchmark Worksheet can be submitted through http://acjcreporting.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. The worksheet may be filled out at http://acjcreporting.azcjc.gov

    Before the COMMISSION may transmit Federal funds from the FY 2019 Byrne/JAG grant, the GRANTEE is required to submit the properly executed certifications and questionnaire regarding compliance with 8 U.S.C § 1373.

    d. Certifications and Assurances by the Chief Executive Officer of the Jurisdiction and DHS and ICE Communications Questionnaire. Failure to submit the following two (2) certifications and Questionnaire will result in a hold of Federal funds. The DHS and ICE Communications Questionnaire document will be sent by email with grant agreement documents and attachments. Certifications and Assurances and Communications Questionnaire and may be returned by email to dcadmin@azcjc.gov or by mail. The two required certifications can be obtained at:
    https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy2019localjagceocertification.pdf

        i) DHS and ICE Communications Questionnaire. Form can be found at: http://azcjc.gov/drug-gang-violent-crime

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receives 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 the 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.

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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 the Commission.

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/backlog-reduction-program.aspx.

    In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

19. 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 funds, 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 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.

20. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 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.

21. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

    SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

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a. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.S(a), under which that power may be exercised "anywhere in or outside the United States" - within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

b. Rules of construction

i) For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. l 101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 1025 l(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

ii) Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth herein full.

22. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

a. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide - as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

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b. Rules of construction

i) For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 110l(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

ii) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

iii) Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

**(2)** Current DHS practice is to use the same form for a second, distinct purpose - to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

iv) Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth herein full.

Authorized Official Initials:_____

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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 and Title

**Approved as to form and authority to enter into Agreement:**

Legal counsel for GRANTEE Date

Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission Date

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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.

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Exhibit "A" Page 2

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.)*

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).

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**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, the 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.

**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 collectible 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 a 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.

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## Certificate Of Completion

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Source Envelope:
Document Pages: 29
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
Simone Courter
AutoNav: Enabled
scourter@azcjc.gov
EnvelopeId Stamping: Enabled
IP Address: 159.87.74.2
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**Electronic Record and Signature Disclosure:**
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Andrew LeFevre
alefevre@azcjc.gov
Security Level: Email, Account Authentication (None)

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| Agent Delivery Events | Status | Timestamp |
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| Stephenie Clark<br>spuzzi@co.apache.az.us<br>Security Level: Email, Account Authentication (None) | | Sent: 6/25/2020 1:52:22 PM<br>Viewed: 6/25/2020 2:36:23 PM |

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Company Name: Arizona Criminal Justice Commission

| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
| --- | --- | --- |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
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| **Payment Events** | **Status** | **Timestamps** |

**Electronic Record and Signature Disclosure**

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Arizona Criminal Justice Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: alefevre@azcjc.gov

**To advise Arizona Criminal Justice Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Arizona Criminal Justice Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Arizona Criminal Justice Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

Apache County Attorney

Date/Signature: 7/22/2020

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

County Attorney: Discussion and possible approval of an Arizona Criminal Justice Commission FY21 Grant - Drug, Gang and Violent Crime Control FY2021 Cycle34, DC-21-020, in the amount of $67,976 with a match amount of $22,750 for the period of July 1, 2020 through June 30, 2021.

BOS Meeting Date Requested July 28, 2020

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 7.27.20

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to:

Signature Clerk of Board

032408

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# Arizona Criminal Justice Commission

*Chairperson*
SHEILA POLK
Yavapai County Attorney

*Vice-Chairperson*
STEVE STAHL, Chief
Law Enforcement Leader
City of Maricopa Police Department

ALLISTER ADEL
Maricopa County Attorney

MARK BRNOVICH
Attorney General

DAVID K. BYERS, Director
Administrative Office of the Courts

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

HESTON SILBERT, Director
Department of Public Safety

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Former Judge

VACANT
Sheriff

VACANT
Chief

VACANT
Chief

VACANT
Chief

*Executive Director*
Andrew T. LeFevre

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

June 1, 2020

The Honorable Michael Whiting
Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

**Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2021 Cycle 34 Award, DC-21-020**

Dear The Honorable Michael Whiting:

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 Cycle 34, FY 2021 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven, found on page 3 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://acjc.azcjc.gov/GMS3/Login.aspx. Activity reporting can be accessed at: https://acjcreporting.azcjc.gov/Account/Login?ReturnUrl=%2F.

**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 EEOP information: https://ojp.gov/about/offices/ocr.htm

If you have any questions, please contact Simone Courter at scourter@azcjc.gov or 602.364.1186. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale

Tony Vidale, Deputy Director
Drug, Gang, and Violent Crime Control Program

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# Drug, Gang, and Violent Crime Control (DGVCC)

## Grant Program

## Grant Agreement DocuSign Instructions

**Upon receipt of your ACESF Grant Agreement through DocuSign, it is imperative to review the following information outlined in the grant agreement document to ensure that all agency information is correct and that your agency is able to accept and comply with all terms and conditions of the contract.** *PLEASE NOTIFY ACJC IF YOUR AGENCY CONTACT(S) DOES NOT RECEIVE A DOCUSIGN EMAIL TO COMPLETE THE EXECUTION OF YOUR GRANT AGREEMENT. THIS MAY DUE TO INTERNAL EMAIL OR FIREWALL SECURITY SETTINGS.*

- ❑ **Please make sure to check your "JUNK MAIL" for the DocuSign Email containing the grant agreement to be executed. Designated signatories MUST use the email sent to them directly and not a copied email forwarded from another person/source.**
- ❑ **Grant Agreement (Please review the entire document and the instructions below)**
- ❑ **Approved line-item program budget**
- ❑ **Positions, Supplies, Equipment, Services, etc., approved for funding**
- ❑ **Report due dates and submission instructions - PLEASE REVIEW CAREFULLY AS THESE INSTRUCTIONS and DOCUMENTS HAVE CHANGED FOR FY21 Cycle 34**
- ❑ **Special Condition(s) Page**
- ❑ **Authorized signature page****

**In order to reduce paper use and to save processing time, ACJC has moved to an electronic signature process for grant agreements through DocuSign. Using an electronic signature process will allow for faster execution of grant agreements and, ultimately, getting funding to grant recipients earlier. As a grantee, you are not required to sign-up for the DocuSign service, only to utilize it in executing the ACESF grant agreement document. Using the DocuSign service will allow ACJC to be more efficient and streamline our grant agreement process.

### The process for processing grant agreements through DocuSign is simple:

**-The PROJECT OFFICIAL will receive an email from ACJC through the DocuSign system. The PROJECT OFFICIAL can download grant agreement documents (if necessary) to process the Agreement through the usual approval process used by your agency's policy, such as running the Agreement through the chain of command or getting approval from the Board of Supervisors or City Council.****

**-Once approved by the board or council, the PROJECT OFFICIAL will go back to the DocuSign link, click on it, and type in the name and email of the Authorized Signatory- (EX: agency head or designee, Board of Supervisor Chair, or Mayor, followed by the Legal Counsel.**)**

***Please note these steps/signatures are only necessary **if your agency's internal polices requires it** in order to accept the conditions of an award or contract. Please provide a written (or emailed) notification to ACJC if one more more signatures listed above is not required by your agency, or if an additional signature of approval/attestation must be added.*

**-The document will be electronically routed to those identified by the Project Official for their signatures. Upon all grantee signatures, the document will be sent automatically to the ACJC Executive Director for signature. Once all parties have signed the Agreement,**

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**copies will be sent to the Project Official and all signatories. We then have an executed grant agreement and can begin processing finance reports.**

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward it to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purpose of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are three (3) lines that must be completed (Non-Profit does not need Legal Council approval).

A. The first line is the signature of the individual ***authorized to make agreements*** for your governmental subdivision.

1. For County Offices, the Chairman of the County Board of Supervisors ***must*** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestment or certification of the signature by the Clerk of the Board, the agency MUST notify ACJC to add into DocuSign on the grant agreements the signature page.

2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestment or certification of the signature by the Clerk,the agency MUST notify ACJC to add into DocuSign on the grant agreements the signature page.

3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be returned to the Criminal Justice Commission.

4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.

5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must sign the Agreement where indicated.

B. The line requesting the signature of the ***Legal counsel for GRANTEE*** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the Agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. Non-Profit Agencies- this field is not required.

C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

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# Steps to sign a DocuSign document.

DocuSign is an electronic document service that allows parties to an agreement to review a document and apply an e-signature to that document. DocuSign is a safe and secure way to electronically send and sign documents. You do not need the DocuSign service to sign a document. Please check your "JUNK MAIL" to ensure that the DocuSign email was received.

ACJC will send you a DocuSign email containing a link to your document.

Review the DocuSign email:
Open the email and review the message from the sender. Click **REVIEW DOCUMENT** to begin the signing process.
Agree to sign electronically:
Review the consumer disclosure, and select the checkbox **I agree to use Electronic Records and Signatures**.

**Important!** To view and sign the documents, you must agree to conduct business electronically.

**Note:** To view additional options, click the **OTHER ACTIONS** button on the right side of the page. Other Actions are options such as Decline to Sign if you want to decline to sign the document or Assign to Someone Else if you are not the appropriate person to sign the document.

Click **CONTINUE** to begin the signing process.
Start the signing process:
Click the **START** tag on the left to begin the signing process. You are taken to the first tag requiring your action.

Click the **SIGN** tag.
If this is the first time you are using DocuSign, You are asked to Adopt Your Signature.

To Adopt your initials and signature:
To adopt your initials and signature, verify that your name and initials are correct. If not, change them as needed.
Click on Choose Change Style to see a variety of signature and initial styles.
You can also choose to draw your own signature and initials or upload a signature and initials.

Once you have made your choice, Click **ADOPT AND SIGN** to adopt and save your signature information and return to the document.

Sign the document:
After reviewing the document you are now ready to sign the document. Click on all of the signature tags to place your initials or signature on the document. If you miss one and try to submit, you will be taken to the tags that still require a signature or initials.

For any red boxes in the document, type in the relevant information, such as your title.

Confirm signing:
When you finish clicking all signature tags in the document, confirm signing by clicking **FINISH.**
A message appears stating that you have completed your document. You can now download a PDF copy or print a copy of the document. The sender receives an email with the signed document attached, and the signed document appears in their DocuSign account.

Sign up for a DocuSign account:
After signing the document and clicking the Finish button you will get a message offering to Sign up for a DocuSign account and save the document in your own account. You do not need to sign up for an account. A DocuSign account allows you to save all documents in an account. Keep in mind that after all parties have signed the document you will receive a pdf copy of the agreement. If you do not desire a DocuSign account just choose No Thanks.

Finish
This completes the process to sign a DocuSign document. If you have any questions, concerns, or problems with the DocuSign e-signature process, please contact your ACJC grant coordinator.

If you have any questions, please feel free to contact Simone Courter at (602) 364-1186 or Ashley Mully at 602-364-1172 or email us at dcadmin@azcjc.gov for clarification.

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# ARIZONA CRIMINAL JUSTICE COMMISSION
## Drug, Gang, and Violent Crime Control
## GRANT AGREEMENT

ACJC Grant Number DC-21-020

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

Grantee Name: Apache County Attorney's Office
Grantee's DUNS Number: 0828977860000
Grantee Period of Performance Start and End Date: 07/01/2020 TO 06/30/2021
Amount of Federal Funds Obligated by this Agreement: $31,722
Total Amount of Federal Funds Obligated to the Grantee: $31,722
Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.738 – Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: $3,610,450
Federal Award Identification Number (FAIN): BJA-2019-15142
Federal Award Date: 09/18/2019

Federal Award Project Description:
In general, JAG funds awarded to a state under this FY 2019 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: 0%

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This Grant Agreement is made this 1st day of June, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, 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 1, 2020 and terminate on June 30, 2021. 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 Street, Suite 230
   Phoenix, Arizona 85007
   Attn: Program Manager

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B. If to the GRANTEE:

Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936
Attn: **The Honorable Michael Whiting**

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.

| **APPROVED LINE ITEM PROGRAM BUDGET** | |
|---|---|
| Personnel: | |
| Salaries | $67,885.00 |
| Fringe Benefits (for salaries/overtime)* | $22,750.00 |
| Overtime | NOT APPROVED |
| Professional & Outside/Consultant & Contractual Services | NOT APPROVED |
| Travel In-State | NOT APPROVED |
| Travel Out-of-State | NOT APPROVED |
| Confidential Funds | NOT APPROVED |
| Operating Expenses: | |
| Supplies | NOT APPROVED |
| Registration/Training | NOT APPROVED |
| Other | NOT APPROVED |
| Equipment | |
| Capital | NOT APPROVED |
| Noncapital | NOT APPROVED |
| TOTAL | $90,635.00 |
| Positions Funded: Attorney III- Apache CA (.50), Attorney III- Apache CA (.14), Attorney I-Apache CA (.06)<br>Equipment Type: Not Approved. | |

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. GRANTEE understands that other Federal grant funds cannot be used as a match for this grant. The total to be paid by the COMMISSION under this Agreement shall not exceed $31,722.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $36,254.00 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 $22,659.00.

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

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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 notice (GAN) 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 the 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 *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:* 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.

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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):

| **ACTIVITY REPORTS** | |
|---|---|
| **Report Period:** | **Due Date:** |
| July 1 to September 30 | October 15 |
| October 1 to December 31 | January 15 |
| January 1 to March 31 | April 15 |
| April 1 to June 30 | July 15 |

| **FINANCIAL REPORTS** | | | |
|---|---|---|---|
| **Report Period:** | **Due Date:** | **Report Period:** | **Due Date:** |
| July 1 – July 31 | August 25 | January 1 – January 31 | February 25 |
| August 1 – August 31 | September 25 | February 1 – February 29 | March 25 |
| September 1 – September 30 | October 25 | March 1 – March 31 | April 25 |
| October 1 – October 31 | November 25 | April 1 – April 30 | May 25 |
| November 1 – November 30 | December 25 | May 1 – May 31 | June 25 |
| December 1 – December 31 | January 25 | June 1 – June 30 | July 25 |

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 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 $150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of $650 per day.

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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 "Post-award 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.

    (a) 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.
    (b) 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.
    (c) The arbitration shall be conducted in Maricopa County.
    (d) 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.
    (e) 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.
    (f) It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in

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the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

(g) 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.

(h) 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 Indeminitor, 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."

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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.

(a) In accepting this award, the GRANTEE-
  (i) 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
  (ii) 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.

(b) If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
  (i) 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

  (ii) it certifies that, if it learns or is notified that any sub-recipient, 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.

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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:* 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:*
https://ojp.gov/funding/Part200UniformRequirements.htm

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2019. 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, 2019 https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward 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* 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* https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm

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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. 2019-DJ-BX-0029 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 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 statues 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.

54. 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* http://www.LEP.gov

55. 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

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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

56. 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.

57. 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 (EEOP). 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.

58. 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.

59. GRANTEE agrees to formulate and keep on file an EEOP (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 EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP 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

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Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

60. 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:** http://www.azcjc.gov/grants

61. 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.

62. 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/

63. 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.

64. 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.

65. 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.

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66. 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.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, sub-grantee, 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.

68. 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).

69. 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.

70. 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 by state employers and contractors.

71. 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.

72. 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.

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73. 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.

74. 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.

75. 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.

76. 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 or 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.

77. 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 the Grant Agreement Continuation Sheet.

78. 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.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be canceled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. 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.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of the grant agreement.

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Arizona Criminal Justice Commission
**Drug, Gang, and Violent Crime Control**
**GRANT AGREEMENT CONTINUATION SHEET**
**SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition, the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. 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.

3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C section 10231 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.

4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

5. 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.

6. 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.

7. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final 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.

8. 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). 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.

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9. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (https://ojpsso.ojp.gov/). For more detailed information on reporting and other JAG requirements, refer to the JAG 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.

10. 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.

11. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.

    a. Requirement to collect certain information from sub-recipients
        i) The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed sub-recipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All sub-recipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from sub-recipients that are either a tribal government/organization, a nonprofit organization or a private institution of higher education.

    b. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance
        i) With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any sub-recipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (I) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

        ii) Certifications from sub-recipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm. Also, the recipient must require that no sub-recipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

        iii) Rules of Construction
            (1) For purposes of this condition:
            (2) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

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(3) "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
(4) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(5) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(6) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

iv) Nothing in this condition shall be understood to authorize or require any recipient, any sub-recipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

c. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

i) Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49,227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of8 U.S.C. ch. 12 - without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

ii) Rules of construction
(1) For purposes of this condition--
(2) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C.101(a)(3));
(3) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(4) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
(5) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any sub-recipient (at any tier) that is a government entity.

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12. 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 may be accessed through the GRANTEE's GMS record and submitted under "Activity Reporting" also in GMS: https://acjc.azcjc.gov/GMS3/Login.aspx. Originals must be kept at the GRANTEE'S agency.

    a. ACJC Subgrantee Self-Assessment Questionnaire can be obtained at http://azcjc.gov/drug-gang-violent-crime or in the GRANTEE's GMS grant record accessed through https://acjc.azcjc.gov/GMS3/Login.aspx.

    b. Benchmark Worksheet can be submitted through http://acjcreporting.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. The worksheet may be filled out at http://acjcreporting.azcjc.gov

    Before the COMMISSION may transmit Federal funds from the FY 2019 Byrne/JAG grant, the GRANTEE is required to submit the properly executed certifications and questionnaire regarding compliance with 8 U.S.C § 1373.

    d. Certifications and Assurances by the Chief Executive Officer of the Jurisdiction and DHS and ICE Communications Questionnaire. Failure to submit the following two (2) certifications and Questionnaire will result in a hold of Federal funds. The DHS and ICE Communications Questionnaire document will be sent by email with grant agreement documents and attachments. Certifications and Assurances and Communications Questionnaire and may be returned by email to dcadmin@azcjc.gov or by mail. The two required certifications can be obtained at:
    https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy2019localjagceocertification.pdf

    i) DHS and ICE Communications Questionnaire. Form can be found at: http://azcjc.gov/drug-gang-violent-crime

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receives 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 the 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.

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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 the Commission.

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/backlog-reduction-program.aspx.

    In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

19. 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 funds, 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 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.

20. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 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.

Authorized Official Initials:_____

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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 and Title

**Approved as to form and authority to enter into Agreement:**

---

Legal counsel for GRANTEE Date

---

Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

---

Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

---

Andrew T. LeFevre, Executive Director
Arizona Criminal Justice Commission Date

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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.

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Exhibit "A" Page 2

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.)*

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).

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**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, the 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.

**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 collectible 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.

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## Certificate Of Completion

Envelope Id: 95FABB8CA42E4B5EA789C0EDA85DE4F6 Status: Sent
Subject: Please DocuSign: Drug Gang and Violent Crime Control Grant Agreement.pdf, DGVCC Grant Agreement...
Source Envelope:
Document Pages: 28 Signatures: 0 Envelope Originator:
Certificate Pages: 5 Initials: 0 Anthony Vidale
AutoNav: Enabled tvidale@azcjc.gov
EnvelopeId Stamping: Enabled IP Address: 208.87.239.180
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original Holder: Anthony Vidale Location: DocuSign
6/25/2020 8:46:40 AM tvidale@azcjc.gov
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Arizona Criminal Justice Commission Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Joseph Young<br>jyoung@apachelaw.net<br>Chief Deputy County Attorney<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | Sent: 6/29/2020 8:31:07 AM |
| Michael Whiting<br>mwhiting@apachelaw.net<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Andrew LeFevre<br>alefevre@azcjc.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|
| Ellen Bast<br>ebast@apachelaw.net<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/9/2020 2:22:52 PM<br>ID: 84539947-5c7b-4090-8e03-59cb3855c828<br>Company Name: Arizona Criminal Justice Commission | VIEWED<br>Using IP Address: 64.18.59.65 | Sent: 6/25/2020 8:53:42 AM<br>Viewed: 6/29/2020 8:26:09 AM<br>Completed: 6/29/2020 8:31:07 AM |

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
| --- | --- | --- |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
| Envelope Sent | Hashed/Encrypted | 6/29/2020 8:31:07 AM |
| **Payment Events** | **Status** | **Timestamps** |

**Electronic Record and Signature Disclosure**

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Arizona Criminal Justice Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: alefevre@azcjc.gov

**To advise Arizona Criminal Justice Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Arizona Criminal Justice Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Arizona Criminal Justice Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

Apache County Attorney

Date/Signature: 7/22/2020

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

County Attorney: Discussion and possible approval of an Arizona Criminal Justice Commission FY21 Victim Compensation Grant Number VC-21-049, in the amount of $65,531.00 for the period of July 1, 2020 through June 30, 2021.

BOS Meeting Date Requested July 28, 2020

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 7-27-20

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to:

Signature Clerk of Board

032408

DocuSign Envelope ID: 5D1A174B-1574-464D-B013-9761CB4B1359

# Arizona Criminal Justice Commission

*Chairperson*
SHEILA POLK
Yavapai County Attorney

*Vice-Chairperson*
STEVE STAHL, Chief
Law Enforcement Leader
City of Maricopa Police Department

ALLISTER ADEL
Maricopa County Attorney

MARK BRNOVICH
Attorney General

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Administrative Office of the Courts

BARBARA LAWALL
Pima County Attorney

GREG MENGARELLI, Mayor
City of Prescott

HESTON SILBERT, Director
Department of Public Safety

MARK NAPIER
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

DAVID SANDERS
Pima County Chief Probation Officer

DAVID SHINN, Director
Department of Corrections

C.T. WRIGHT, Chairperson
Board of Executive Clemency

VACANT
County Supervisor

VACANT
Former Judge

VACANT
Sheriff

VACANT
Chief

VACANT
Chief

VACANT
Chief

*Executive Director*
Andrew T. LeFevre

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

June 26, 2020

Honorable Michael B. Whiting
Apache County Attorney's Office
PO Box 637
St. Johns, Arizona 85936

Re: Victim Compensation Grant Number VC-21-049

Dear: Mr. Michael B. Whiting

On March 26, 2020 the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2021. On March 26, 2020 the Commission also approved the allocation of $3,273,346.00 in state and federal crime victim compensation funds to county programs for FY 2021. The total amount allocated Apache County Attorney's Office includes the following:

| | |
|---|---|
| ACJC (State Funding)* | $65,531.00 |
| VOCA (Federal Funding)* | $0.00 |
| TOTAL ALLOCATION | $65,531.00 |

*Estimated Level

The allocation of state funding to the Apache County Attorney's Office compensation program includes $24,200.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2021, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2020 or the agreement may be cancelled.

If you have any questions concerning this program you may contact me at 602-364-1177.

Sincerely,

Dorinda Johns, Program Coordinator
Crime Victim Services

*Our mission is to continuously address, improve, sustain and enhance public safety in the State of Arizona through the coordination, cohesiveness, and effectiveness of the Criminal Justice System*

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# ARIZONA CRIMINAL JUSTICE COMMISSION
# CRIME VICTIM COMPENSATION PROGRAM
# GRANT AGREEMENT

ACJC Grant Number VC-21-049

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

Grantee Name: Apache County Attorney's Office
Grantee's DUNS Number: 082897786
Grantee Period of Performance Start and End Date: 07/01/2020 TO 06/30/2021
Amount of Federal Funds Obligated by this Agreement: $0
Total Amount of Federal Funds Obligated to the Grantee: $ 0
Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.576 – Crime Victim Compensation Program
Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs
Total Amount of the Federal Award in this Agreement: $1,278,000
Federal Award Identification Number (FAIN): 2019-VI-GX-0053
Federal Award Date: 09/13/2019

Federal Award Project Description:
Funds under this program shall be used by the states for awards of compensation benefits to crime victims. The primary purpose of this grant is to supplement state efforts to provide financial compensation to crime victims for costs resulting from crime, and to encourage victim cooperation and participation in the criminal justice system.

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: 0%

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This Grant Agreement is made this first day of July, 2020 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and 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 1, 2020 and terminate on June 30, 2021. 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:

   I. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Apache County Attorney's Office
PO Box 637
St Johns, Arizona 85936
Attn: The Honorable Michael B. Whiting

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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.

| **APPROVED LINE ITEM PROGRAM BUDGET** | |
|---|---|
| Personnel: | |
| Salaries | $12,128.00 |
| Fringe Benefits (for salaries/overtime)* | $6,022.00 |
| Overtime | $0.00 |
| Professional & Outside/Consultant & Contractual Services | $0.00 |
| Travel In-State | $1,300.00 |
| Travel Out-of-State | $2,500.00 |
| Victim Compensation Benefits | $41,331.00 |
| Operating Expenses: | |
| Supplies | $250.00 |
| Registration/Training | $2,000.00 |
| Other | $0.00 |
| Equipment | |
| Capital | $0.00 |
| Noncapital | $0.00 |
| TOTAL | $65,531.00 |
| Positions Funded: Office Administrator 14% Legal Secretary 20% Equipment Type: None | |

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed $0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and $65,531.00 in State Funds.

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 notice (GAN) 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

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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:* 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.

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19. These reports are to be submitted according to the following schedule(s):

| **ACTIVITY REPORTS** | |
|---|---|
| **Report Period:** | **Due Date:** |
| July 1 to September 30 | October 25 |
| October 1 to December 31 | January 25 |
| January 1 to March 31 | April 25 |
| April 1 to June 30 | July 25 |

| **FINANCIAL REPORTS** | | | |
|---|---|---|---|
| **Report Period:** | **Due Date:** | **Report Period:** | **Due Date:** |
| July 1 – July 31 | August 25 | January 1 – January 31 | February 25 |
| August 1 – August 31 | September 25 | February 1 – February 29 | March 25 |
| September 1 – September 30 | October 25 | March 1 – March 31 | April 25 |
| October 1 – October 31 | November 25 | April 1 – April 30 | May 25 |
| November 1 – November 30 | December 25 | May 1 – May 31 | June 25 |
| December 1 – December 31 | January 25 | June 1 – June 30 | July 25 |

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 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 $150,000.

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

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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.

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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 Indeminitor, 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

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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.

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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:*
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:*
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 https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.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* 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*
https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm

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

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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. 2019-VI-GX-0053 awarded by the Office for Victims of Crime, 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 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 statues 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.

54. 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* http://www.LEP.gov

55. 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

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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

56. 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.

57. 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 (EEOP). 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.

58. 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.

59. GRANTEE agrees to formulate and keep on file an EEOP (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 EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP 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)). .

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60. 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:** http://www.azcjc.gov/grants

61. 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.

62. 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/

63. 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:
**Link**: 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.

64. 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.

65. 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.

66. 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

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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.

67. 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.

68. 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).

69. 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.

70. 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 by state employers and contractors.

71. 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.

72. 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.

73. 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.

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74. 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.

75. 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.

76. 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 or 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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Arizona Criminal Justice Commission
**Apache County Attorney's Office**
**GRANT AGREEMENT CONTINUATION SHEET**
**SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. 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.

3. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.

4. The GRANTEE understands that $24,200.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.

5. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.

6. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.

7. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (https://www.ovc.gov/voca/pdftxt/voca_guidelines2001.pdf ).

8. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.

9. The GRANTEE agrees to seek and order all available restitution owed to the program.

10. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

11. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

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**12.** The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

**13.** GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 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.

**14.** GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all administrative expenditures with the monthly financial report through the ACJC Grant Management System (GMS) and agrees to make available supporting documentation for all victim compensation expenditures.

**15.** GRANTEE agrees to submit quarterly activity reports on the victim compensation claim data identified by the Commission and victim compensation claim expense documentation through the ACJC Data Warehouse.

**16.** 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 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.

**17.** GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 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

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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.

**18.** 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.

**19.** GRANTEE and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm

Authorized Official Initials:_____

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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 and Title

**Approved as to form and authority to enter into Agreement:**

Legal counsel for GRANTEE Date

Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

Appropriate A.R.S., ordinance, or charter reference

**FOR CRIMINAL JUSTICE COMMISSION:**

Andrew T. LeFevre, Executive Director Date
Arizona Criminal Justice Commission

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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.

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Exhibit "A" Page 2

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.)*

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,

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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.

**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.

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## Certificate Of Completion

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Subject: Please DocuSign: Apache County Attorney's Office VC-21-049 Crime Victim Compensation GA.pdf, Vi...
Source Envelope:
Document Pages: 22 Signatures: 0 Envelope Originator:
Certificate Pages: 5 Initials: 0 Heather Bohnet
AutoNav: Enabled hbohnet@azcjc.gov
EnvelopeId Stamping: Enabled IP Address: 208.87.239.180
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Security Level: Email, Account Authentication (None)
**Electronic Record and Signature Disclosure:**
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Andrew LeFevre
alefevre@azcjc.gov
Security Level: Email, Account Authentication (None)
**Electronic Record and Signature Disclosure:**
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| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|
| Ellen Bast | | Sent: 6/26/2020 9:51:29 AM |
| ebast@apachelaw.net | | Viewed: 6/29/2020 8:19:34 AM |

Security Level: Email, Account Authentication (None)
**Electronic Record and Signature Disclosure:**
Accepted: 6/9/2020 2:22:52 PM
ID: 84539947-5c7b-4090-8e03-59cb3855c828
Company Name: Arizona Criminal Justice Commission

| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
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| **Payment Events** | **Status** | **Timestamps** |

**Electronic Record and Signature Disclosure**

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO Arizona Criminal Justice Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: alefevre@azcjc.gov

**To advise Carahsoft OBO Arizona Criminal Justice Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alefevre@azcjc.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO Arizona Criminal Justice Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alefevre@azcjc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Arizona Criminal Justice Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Arizona Criminal Justice Commission during the course of your relationship with Carahsoft OBO Arizona Criminal Justice Commission.

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

date/time stamp

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

County Manager

Date/Signature: 7/10/2020

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 July 28, 2020

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

Approved by the BOS Oct. 20, 2015