



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

Alton Joe Shepherd
Supervisor, District II

Nelson Davis
Chairman, District III

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

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

November 4, 2025
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS' MEETING
November 4, 2025**

1. Discussion and possible approval of the Intergovernmental Agreement Healthy Communities Contract CTR076419 Amendment #1 revising the Price Sheet and removing the Suicide Mortality Review Program.
2. Discussion and possible approval of the contract with GOVTech for HS Cloud, effective December 30, 2025, for a five-year period. This contract provides Apache County Environmental Division with a web-based customized software application for permits, inspections, complaints and reporting, at an annual cost starting at \$2,400 and increase to \$2,622 in year five. This has been budgeted for in FY26.
3. Discussion and possible approval of Intergovernmental Agreement CTR067942, Amendment #3 Special Supplement Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona in the amount of \$190,974. This was budgeted for in FY26.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
November 4, 2025**

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 object at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between September 30, 2025, through October 27, 2025. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated October 7, 2025.
- *C. Request approval to renew the lease agreement with Pitney Bowes for postage equipment. This will not impact the FY26 budget.

Engineering Department:

- *D. Request approval to purchase two (2) new Caterpillar Motor Graders 150-15AWD through Omnia Contract #21286 with trade-in and financed for seven (7) annual payments from Caterpillar Financial Services Corporation, utilizing District II funds.
- *E. Request approval to endorse through letters of commitment signed by the Board of Supervisors, the Concho-Snowflake Highway Cold-in-place Recycle Project and the Rural School Bus Route Enhancement and Soil Stabilization Pilot Project listed on the Northern Council of Governments Regional Priority List once selected for funding.

Human Resources:

- *F. Request approval to reimburse Finance Director Joseph Langkilde for relocation expenses up to \$5,000.

Community Development:

- *G Request approval of a Conditional Use Permit allowing Linda Schaefer to replace a dilapidated home with the placement of a second manufactured home on her 2.5-acre parcel located at 17 ACR N3247 in Vernon, AZ. APN 106-50-004G. The Planning & Zoning Commission unanimously recommended approval October 2, 2025.

*H. Request approval of a Conditional Use Permit allowing Laura Mattox to place two manufactured homes on her 2.01-acre parcel (APN 106-25-006C) located within the Hidden Paradise Subdivision in Vernon, AZ. The Planning & Zoning Commission unanimously recommended approval October 2, 2025.

*I. Request approval of a Conditional Use Permit for Juniper Springs Solar, LLC allowing EDF Power Solutions, LLC to develop a 500-megawatt solar and battery storage facility on Arizona State Trust land east of the Springerville Generating Station. Gen-tie crosses APN 108-44-001A and 108-45-001. The Planning & Zoning Commission unanimously recommended approval October 2, 2025.

County Attorney's Office:

*J, Request approval to ratify the submission and execution of Federal Fiscal Year 2026 VOCA Federal grant 15POVC-24-GG-00608-ASSI from the Arizona Department of Public Safety signed on October 6, 2025.

2. Assessor's Office: Discussion and possible approval to hire a Property Appraiser III (Range 35) within the salary range. This has been budgeted for in FY26.
3. Sheriff's Office: Discussion and possible approval to hire a Dispatch Supervisor (Range 48) within the salary range. This has been budgeted for in FY26.
4. Sheriff's Office: Discussion and possible approval to re-hire Mariah Mooney as a full-time employee. This request is due to Apache County Human Resources Policy Manual Section 168(A): Re-employment.
5. Sheriff's Office: Discussion and possible approval of the Governor's Office of Highway Safety DUI/Impaired Driving Enforcement grant in the amount of \$10,000 for FY26.
6. Sheriff's Office: Discussion and possible approval of the Governor's Office of Highway STEP Enforcement grant in the amount of \$10,000 for FY26.
7. Sheriff's Office: Discussion and possible approval pursuant to A.R.S. §41-1733 School Safety Interoperability Program, to accept a \$275,000 grant from the State of Arizona for continued implementation and support of the interoperability within designated schools in Apache County.
8. County Attorney's Office: Discussion and possible approval to create the position of Public Information Officer (Range 55) and hire within the range. This is within the FY26 budget.

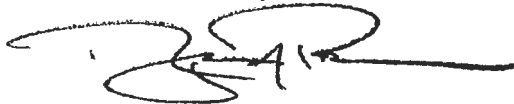
9. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance:

- The Eastern Arizona Counties Organization meeting on November 19, 2025, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on November 19, 2025, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on November 20, 2025, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

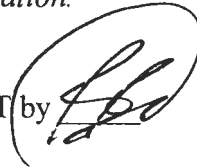
10. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed 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 accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-361-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 30th day of October 2025 at 2:30 p.m. MST by



Ryan N. Patterson
Clerk of the Board



Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Beth

12/18/2019 10:00 AM

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 10/16/2025

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

ACPHSD requests discussion and possible approval of the IGA Healthy People Healthy Communities Contract CTR076419 Amendment#1 revising the Price Sheet and removing the Suicide Mortality Review Program effective July 1, 2025.

BOS Meeting Date Requested: 11/04/2025

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

HEALTHY PEOPLE HEALTHY COMMUNITY

CONTRACT CTR076419 AMENDMENT 1

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

PROS: ACPHSD previously participated in the Suicide Mortality Review Program portion of this grant, but has found that there is little interest from outside entities to assist us in forming a team to review the cases. Therefore, we have decline to participate in this portion of the grant for the next 5 year cycle.

CONS: None



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

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

Contract No.: CTR076419

IGA Amendment No: 1

Procurement Officer:
Elizabeth Syms

Healthy People Healthy Communities

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:
 - 1.1. The Contractor will no longer be participating in the Suicide Mortality Review Program effective July 1st, 2025.
 - 1.2. The Price Sheet is revised and replaced to remove the Suicide Mortality Review Program.

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

Apache County Public Health Services District

Contractor Name:
PO Box 697

Address:
St. Johns AZ 85936

City State Zip

Authorized Signature

Print Name

Title and Date

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

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

State of Arizona

Signature Date

Signed this . day of . 2025.

Print Name

Procurement Officer

Contract No.: **CTR076419**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General

Print Name



INTERGOVERNMENTAL AGREEMENT (IGA)
Amendment

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

Contract No.: CTR076419

IGA Amendment No: 1

Procurement Officer:
Elizabeth Syms

REVISED PRICE SHEET

Fixed Price Contract Annual Price Sheet			
DESCRIPTION	QUANTITY	UNIT	AMOUNT
Action Plans	1	\$16,952.00	\$16,952.00
Health in Arizona Policy Initiative Program	4	\$11,280.36	\$45,121.45
Tobacco Prevention and Cessation Program	4	\$65,861.00	\$263,444.00
Total Annual not to exceed:			\$325,517.45

Beth

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 10/27/2025

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

ACPHSD requests discussion and possible approval of the contract with HS GOVTech for HS Cloud effective 12/30/25 for a five year period. This contract provides Apache County Environmental Department with a web-based, customizable software application for permits, inspections, complaints and reporting at an annual cost starting at \$2,400 and increasing to \$2,622.54 at year 5. This has been budgeted for FY26

BOS Meeting Date Requested: 12/02/2025 11-4-25

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Joseph A Langkilde

10-27-25 10:22 AM

Check if item does not require review x

Human Resources Review:

Signature

Check if item does not require review x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

HS GOVTECH FOR HSCLOUD

DESCRIPTION: HS GOVTECH FOR HS CLOUD is the provider of a web-based permit, financial and inspection software application that ACPHSD utilizes for data management services in the Environmental Department for Food Permits and inspections and Septic Permits and inspections.

PROS: The Environmental Department has used this software for the last 5 years.

CONS: None



HS GovTech

Renewal Contract for HSCloud

Between:

"Customer"

Apache County, AZ

Kimberly Cole

75 West Cleveland

St. Johns, AZ 85936

928-337-7926

kcole@co.apache.az.us

And

"HS GovTech"

HS GovTech USA

Po Box 90044 Charlotte,

NC 28290-0044

www.HSGovtech.com

Eric Thomas, CEO

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This HS GOVTECH CONTRACT FOR HSCLOUD (the "Agreement") is made and entered into as of December 31, 2025 (the "Effective Date") by and between HS GovTech and the Customer identified on the cover page to which this Agreement is attached. Each of Customer and HS GovTech shall be referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, HS GovTech is the provider of a web-based permit, financial, and inspection software application (as further defined herein, "HSCloud");

WHEREAS, Customer desires to purchase access to all or a portion of the functionality of HSCloud for data management services, including performing inspections in the field using HSCloud, in accordance with the terms and conditions set forth herein.

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

1. Definitions

- a) "Confidential Information" means any and all data or information in any form or medium (whether oral, written, electronic, or other) that the disclosing Party considers confidential or proprietary or that is otherwise not generally available to the public, or that, by its nature or the circumstances of its disclosure, the receiving Party should reasonably understand to be confidential or proprietary information of the disclosing Party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a Party, or any such information of clients or customers of a Party, which is disclosed by or on behalf of such Party to the other Party.
- b) "Custom Configuration" means alterations to the Standard Application, requested by Customer, to meet specific needs of Customer.
- c) "Customer Data" means all information, processes, documentation, and data provided or produced by Customer in connection with HSCloud that is not Public Data.
- d) "Decommissioning" means the process of transitioning Customer away from using HSCloud following termination or expiration of this Agreement, as more particularly set out in Section 9.
- e) "HSCloud" means HS GovTech's web-based application for permitting, inspections, complaints, and reporting and the associated mobile applications that interface with the web-based application, as more specifically described in Appendix A hereto.
- f) "HSCloud Services Agreement" means a professional services agreement entered into by and between the Parties pursuant to which HS GovTech provides Customer with implementation, training, consulting, and other professional services in connection with HSCloud.
- g) "HS GovTech Servers" means servers operated and maintained by HS GovTech or co-located on which Customer Data and Public Data may be stored and accessible by Customer.

- h) **"MyHD"** means the citizen portal that allows Customer to interact online with its constituents. This includes the ability to post inspection results online, as well as to apply for permits, renew permits, and pay invoices and fees due to Customer securely online.
- i) **"Public Data"** means any and all information entered into or stored in the cloud by Customer, or by HS GovTech on behalf of Customer, that is published and made available to the general public via MyHD at the request of Customer, or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to Customer.
- j) **"Service Add-Ons"** refers to features or functionality of HSCloud that are part of the Standard Application but that must be purchased as additional features.
- k) **"SOW"** means a Statement of Work entered into by the Parties pursuant to an HSCloud Services Agreement.
- l) **"Standard Application"** means application functionality for the HSCloud that is available out-of-the-box including the standard configurability options in the system.
- m) **"Super User"** means a Customer user that has been delegated – by Customer – authority to perform all administrative functions in HSCloud, including but not limited to; adding Users and managing their permissions, the ability to manage documentation and interact with, and speak for Customer, with support, and to have access to the configuration and system editing tools of HSCloud.
- n) **"UAT"** means user acceptance testing.
- o) **"User"** is defined as anyone who Customer authorizes to access HSCloud on its behalf, whether or not employed by Customer.

2. Scope of Services

- a) HS GovTech will provide the customer with the features and functionality of HSCloud as set out in [Appendix A](#).
- b) HS GovTech will provide Customer with training, implementation, and other professional services relating to HSCloud that are not specifically provided hereunder pursuant to an HSCloud Services Agreement which shall set forth the terms and conditions that will apply to such services. In addition, if the customer desires HS GovTech to develop any custom configurations for the customer, such development services will be subject to the HSCloud Services Agreement.

3. Right to Use HSCloud

- a) Subject to the terms and conditions specified in this Agreement, HS GovTech grants Customer a limited, non-exclusive, non-sublicensable, revocable right during the Term to use HSCloud as specified in [Appendix A](#), subject to Customer paying the Fee according to the terms set out in [Appendix C](#). The foregoing rights specifically exclude any right of reproduction, sale, lease, sub-license or any other transfer or disposition of HSCloud, or any portion thereof, by Customer; provided, that Customer's Users shall be entitled to access HSCloud on Customer's behalf.

- b) The Fee is calculated based on the specifications set forth in Appendix A as of the Effective Date. Upon mutual agreement of the Parties with respect to the addition of any new modules, functionality, or expansion of use of HSCloud by Customer following the Effective Date, Appendix A will be amended to reflect the changes, and Appendix C will be amended to reflect any adjustments to the Fee to reflect the changes.
- c) HS GovTech will provide sufficient software access rights and upgrades of the supporting software required for the number of Users and scope as defined in Appendix A, subject to Customer's payment of the associated Fee.
- d) Customer is responsible for and agrees to abide by all the provisions of this Agreement, and will ensure that all Customer personnel with access to HSCloud comply with the terms of this Agreement.
- e) Customer acknowledges and agrees that its access to, and accordingly its use of, HSCloud is at all times subject to the following limitations:
 - i. No Modification or Reverse Engineering—Customer will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the documentation) the whole or any part of HSCloud, nor will Customer translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of HSCloud.
 - ii. No Demonstration with Intent to Replicate—Customer shall not demonstrate HSCloud to a competitor in whole or in part, or any other company or person with the intent to create a similar or like product.
 - iii. No Rental or Timeshare Use—Except as permitted herein, Customer will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit HSCloud in any way, nor will Customer use HSCloud in a computer service business, service bureau, hosting or time-sharing arrangement.
 - iv. Unauthorized Equipment—Customer will only use HSCloud on computing devices which are supported by HS GovTech and meeting the minimum system requirements specified by HS GovTech.
 - v. Proprietary Notices—Customer will not directly or indirectly remove any proprietary notices, labels, or marks from HSCloud or other materials, including those indicating any intellectual property rights of HS GovTech or any third party, unless otherwise agreed between the Parties in writing.

4. Ownership of Software and Data

- a) HS GovTech warrants to Customer that HS GovTech has all necessary rights and licenses with respect to the HSCloud as required for HS GovTech to provide HSCloud to Customer in accordance with the terms set forth herein.
- b) All Customer Data and Public Data, whether entered into or stored in the system by Customer or by HS GovTech on behalf of Customer, is and will remain the sole property of the Customer. Customer represents warrants and covenants that Customer owns or otherwise has and will have the necessary rights and consents in

and relating to the Customer Data so that, as provided in accordance with this Agreement, the Customer Data does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.

- c) Customer hereby grants HS GovTech the irrevocable, royalty-free license during the Term of this Agreement to use, copy, and otherwise exploit the Customer Data and the Public Data for the express purpose of exercising its rights and performing its obligations pursuant to this Agreement or the HSCloud Services Agreement, including to extract, derive, compile, and publish the Public Data, and for any other purpose permitted hereunder or pursuant to the HSCloud Services Agreement. Customer acknowledges that whether HSCloud uses HS GovTech Servers or third-party servers, the supporting software will transmit data to HS GovTech Servers for the purpose of performing functions on the data required by this Agreement and to collect the Public Data.
- d) Except for the express warranties set forth herein, HSCloud is provided "as is" and "as available." HS GovTech specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, hs govttech makes no warranty of any kind that hsccloud, or any products or results of the use thereof, will meet customer's or any users' other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. All third party materials are provided "as is" and any representation or warranty of or concerning any third party materials is strictly between customer and the third party owner or distributor of the third party materials.

5. Obligations of Customer

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

- a) Customer Administrator: This individual is responsible for Administrator functions within the system for Customer.
- b) Customer agrees to designate a replacement Administrator within thirty (30) days if the primary cannot serve in that capacity or leaves Customer's organization.
- c) Customer will provide access to HS GovTech's online learning material for all Users using HSCloud.
- d) If Customer supplies the computing devices to operate the supporting software, Customer is responsible, with support from HS GovTech, to install HSCloud on Customer's computing devices. If HS GovTech supplies the necessary computing devices, HS GovTech will pre-install and configure the supporting software on such devices.

- e) Customer will pay the Fees set out in Appendix C on the terms and conditions provided therein.

6. Software System Upgrades and Changes

- a) The Fee includes all subsequent core system configurations and changes instituted by HS GovTech after deployment in conjunction with Customer's specific needs and requirements. It does not include any custom development, such as design changes to modules deployed for Customer that are outside the normal configuration options of HS Cloud. Phone number, office address, Customer logo changes, print forms (i.e., permits, inspections, etc.) are modifiable for no additional fee (if mandated by state or local ordinance changes). Changes that are discretion-designed in nature but not regulatory are only covered once per year. Non-regulatory changes greater than once per year will be billed as a change fee. A year is defined by a rolling twelve-month basis.
- b) HS GovTech will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HS Cloud resulting from system upgrades and changes.

7. Intellectual Property

- a) HS Cloud and all intellectual property and other rights therein will, at all times, remain the property of HS GovTech. Subject only to the use rights granted herein, nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to HS Cloud, whether expressly, by implication, estoppel, or otherwise. All rights, title, and interest in and to HS Cloud are and will remain with HS GovTech and its licensors.
- b) If Customer provides any input, feedback, suggestions, ideas or proposals regarding HS Cloud ("Feedback"), and such Feedback is not provided in connection with the development of a Custom Configuration or otherwise specifically on a confidential basis, Customer grants HS GovTech a non-exclusive, perpetual, and royalty-free license to use all such Feedback without restriction, provided, that such Feedback is given to HS GovTech on an "as is" basis and Customer does not provide any warranty regarding the Feedback.

8. Term

- a) The term of this Agreement will be five (5) years from the Effective Date (the "Initial Term").
- b) This Agreement will automatically renew under the same terms and conditions for consecutive one-year periods (each, a "Renewal Term" and together with the Initial Term, the "Term") at the expiration of the Initial Term and each subsequent Renewal Term unless:
 - i. Customer and HS GovTech enter into a new written agreement which replaces this Agreement, or;

- ii. Customer or HS GovTech provides the other Party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or the applicable Renewal Term, as the case may be.

9. Termination

- a) Should either Party materially breach any provision contained in this Agreement and not correct or substantially cure such breach within sixty (60) days after receipt of written notice by the other Party of such breach, then in addition to any other remedies set forth herein, or available in law or in equity, this Agreement may be terminated by the non-breaching Party. Notwithstanding the foregoing, with respect to Customer's payment obligations hereunder, if Customer fails to make a payment within thirty (30) days of the applicable due date, such failure shall constitute a material breach, and Customer shall only have an additional thirty (30) days to cure such breach following notice from HS GovTech.
- b) In the event either Party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other Party may, at its sole discretion, terminate the Agreement upon thirty (30) days notice to the other Party and the provisions set out in Section 9 for Decommissioning will not apply.
- c) In addition, HS GovTech may, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate, or otherwise deny Customer's, or any User's, access to or use of all or any part of HSCLoud, without incurring any resulting obligation or liability, if: (i) HS GovTech receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (ii) HS GovTech believes, in its good faith discretion, that: (A) Customer or any User has failed to comply with any material term of this Agreement, or accessed or used HSCLoud beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement provided by HS GovTech; (B) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with HSCLoud; or (C) this Agreement expires or is terminated. This Section 8(c) does not limit any of HS GovTech's other rights or remedies, whether at law, in equity, or under this Agreement.

10. Decommissioning

- a) Upon termination of this Agreement, or its expiration without replacement, (i) Customer will immediately cease using HSCLoud, and (ii) HS GovTech will transmit all Customer Data stored on HSCLoud to Customer and securely erase such Customer Data from HSCLoud within thirty (30) business days of the effective date of termination or expiration, as the case may be. Customer Data will be provided in a SQL backup file (.bak file), or comma delimited if requested by Customer. For Decommissioning to occur, all outstanding monies owed to HS GovTech by Customer must be paid in full at the time of Decommissioning. If Customer is in arrears at the time of termination or expiration of the Agreement, Customer will begin

its thirty (30) day Decommission cycle upon full payment of all outstanding amounts owed to HS GovTech. HS GovTech will permanently delete all Customer Data after Decommissioning within ninety (90) days of the date of termination or expiration of this Agreement.

11. Confidentiality

- a) Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other Party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.
- b) Upon termination or expiration of this Agreement or upon the written instruction of the Party owning Confidential Information, the other Party will return or destroy the requesting Party's Confidential Information. For purposes of the foregoing, a Party will be deemed to have destroyed electronic Confidential Information when it executes an application - or operating system-level, commercially reasonable delete function on it, provided that thereafter, it does not conduct or permit any recovery or restoration of the same.
- c) Each Party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this Agreement to the extent caused by such Party and for any failure by such Party to comply with the terms hereof. Each Party will indemnify and hold harmless the other from and against any and all claims arising out of any breach by it of this Section 11(c).
- d) The obligations of confidentiality set out in this Section 11 will not apply in respect of uses or disclosures of Confidential Information where:
 - i. The Party disclosing such Confidential Information consents in advance in writing,
 - ii. Disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the Party proposing to disclose the Confidential Information gives the other Party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or
 - iii. The Party proposing to use or disclose the Confidential Information can establish with documentary evidence that other than because of a breach of this Agreement, The Confidential Information:
 - A. is available in the public domain or is Public Data,
 - B. was disclosed to it by a third party without violating confidentiality obligations or
 - C. was already known by it or was subsequently developed by it without any use of Confidential Information of the other Party.

12. Protected Health Information

- a) HS GovTech will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronically protected health information (PHI) included in the Customer Data in accordance with the NIST 800-53 Security Guide should Customer require that HS GovTech, subcontractor(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of Customer. PHI data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.
- b) HS GovTech will use encryption that is in accordance with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.
- c) Backups of PHI will be encrypted in accordance with secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.
- d) HS GovTech will implement technical security measures, including mechanisms to encrypt and decrypt electronic PHI "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.
- e) HS GovTech will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to Customer upon request. HS GovTech may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- f) HS GovTech will provide reports or additional information upon request of Customer and access by Customer or designated staff to HS GovTech's facilities and/or any location involved with providing services to Customer or involved with processing or storing Customer Data, and HS GovTech shall reasonably cooperate with Customer staff and audit requests submitted under this Section. Any Confidential Information of either Party accessed or disclosed during the course of the security audit shall be treated as set forth under this Agreement or applicable laws or regulations. Each Party shall bear its own expenses incurred in the course of conducting this security audit. HS GovTech shall, at its own expense, promptly rectify any non-compliance identified by the security audit and provide proof to Customer thereof.
- g) HS GovTech will immediately report any security incident to the appropriate Customer identified contact. If HS GovTech has actual knowledge of a confirmed data breach that affects the security of any Customer Data that is subject to applicable data breach notification law, HS GovTech shall:
 - i. Promptly notify the appropriate Customer identified contact within 24 hours or sooner unless a shorter time is required by applicable law,

- ii. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner,
 - iii. Cooperate with Customer as reasonably requested by Customer to investigate and resolve the data breach,
 - iv. Promptly implement necessary remedial measures, if necessary, and
- h) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- i) Access to Customer Data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security, and availability of the system and data resources. HS GovTech will be subject to HIPAA/HITECH Breach Notification requirements of unsecured Protected Health Information. All HS GovTech personnel assigned to this task order will be subject to appropriate security clearances granted in accordance with their assigned duties and responsibilities. All HS GovTech personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.
- j) HS GovTech will deliver to Customer its annual SOC2 Type 2 audit within thirty (30) days of request if formally requested.

13. Indemnification

- a) HS GovTech shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and assigns from and against any and all liabilities, claims, or demands arising out of any third-party claim that HS Cloud infringes or misappropriates such third-party's United States patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent the alleged infringement arises from (i) third party materials or Customer Data, (ii) access to or use of HS Cloud by Customer in combination with any hardware, system, software, network, or other materials or service not specified by HS GovTech for use with HS Cloud, (iii) Customer's failure to comply with its obligations pursuant to Section 4(d), or (iv) any acts or omissions of Customer or its personnel. Customer will immediately provide notice to HS GovTech in the event of any such claim, and HS GovTech will have the right to defend and settle any such claims.
- b) Customer shall defend, indemnify, and hold harmless HS GovTech and its officers, directors, employees, agents, successors, and assigns from and against any and all liabilities, claims, or demands arising out of any third-party claim based on Customer Data, including any processing of Customer Data in accordance with this Agreement, and any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any User, including HS GovTech's compliance with any specifications or directions provided by or on behalf of Customer or any User to the extent prepared without any contribution by HS GovTech.

- c) Each Party shall promptly notify the other Party in writing of any claim for which such Party believes it is entitled to be indemnified pursuant to Section 13(a) or Section 13(b), as the case may be. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any claim without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such claim, the Indemnitee shall have the right, but no obligation, to defend against such claim, including settling such claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 13(c) will not relieve the Indemnitor of its obligations under this Section 13, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.
- d) Customer acknowledges that HS Cloud provided by HS GovTech constitutes part of an information system to be used by Customer, its staff, employees, and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.
- e) Section 13 sets forth the customer's sole remedies and HS GovTech's sole liability and obligation for any actual, threatened, or alleged claims that HS Cloud or any subject matter of this agreement infringes, misappropriates, or otherwise violates any intellectual property rights of any third party.

14. Limitations of Liability

- a) In no event will HS GovTech or any of its licensors, service providers, or suppliers be liable under or in connection with this agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (i) loss of production, use, business, revenue, or profit or diminution in value; (ii) impairment, inability to use or loss, interruption, or delay of the services, other than for the issuance of any applicable service credits pursuant to the service level agreement; (iii) loss, damage, corruption, or recovery of data, or breach of data or system security; (iv) cost of replacement goods or services; (v) loss of goodwill or reputation; or (vi) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- b) In no event will the aggregate liability of hs govtech arising out of or related to this agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to HS GovTech by customer under this agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose.

15. Notice

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

To HS GovTech:

HS GovTech Solutions Inc.
 PO Box 90044, Charlotte NC 28290-0044
 Telephone: 866-860-4224 ext 1004
 Website: www.hsgovtech.com
 Contact: Eric Thomas, CEO

To Customer:

CONTRACT CONTACT	
Name	Kimberly Cole
Address	75 West Cleveland, St. Johns, AZ 85936
Phone	928-337-7926
Email	kcole@co.apache.az.us

ACCOUNTS RECEIVABLE CONTACT	
Name	
Address	
Phone	
Email	

- b) If normal mail service or email is interrupted by a Force Majeure (as defined below) or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until received, and the Party sending the notice will use any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

16. General

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

- b) This Agreement and the schedules and all attachments attached hereto and referenced herein will constitute the entire Agreement of the Parties and will supersede all prior negotiations, proposals, and representations, whether written or oral with respect to the subject matter hereof.
- c) This Agreement may not be modified except by subsequent agreement in writing executed by authorized representatives of both Customer and HS GovTech.
- d) It is mutually agreed by and between the Parties that the relationship between Customer and HS GovTech will be that of independent contractors, and this Agreement creates no principal-agent or employer-employee relationship.
- e) It is mutually agreed by and between the Parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.
- f) It is mutually agreed and acknowledged by and between the Parties that any breach by it of this Agreement with respect to the intellectual property rights or Confidential Information of the other Party may cause the other Party immediate and irreparable harm for which monetary damages would not be adequate to compensate such other Party, and so upon such a breach the other Party may seek injunctive or other equitable relief against the breaching Party from any court of competent jurisdiction without establishing the inadequacy of monetary damages, proof of actual harm or posting any bond or security.
- g) This Agreement will be governed by and construed in accordance with the laws enforced from time to time in the State of Arizona and the federal laws of the United States applicable therein, without reference to their conflicts of laws principles.
- h) The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement, and are not intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- i) This Agreement will ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. Customer may not assign or transfer any interest in this Agreement without the prior written consent of HS GovTech.
- j) Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.
- k) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.



IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

For HS GOVTECH SOLUTIONS INC.:

For CUSTOMER:

Date Eric Thomas, CEO

Date NELSON DAVIS

Appendix A – HSCloud Functionality

Modules as laid out in the original contract with the Customer are to be included in this contract:

Programs

- Food
- Pools
- Childcare
- Onsite septic

Program - A standard Program in the HS GovTech system includes the following utilities, workflow and features.

Standard Workflow Utilities

Address Manager	Establishment Manager	Permit Manager
Contact Manager	Invoice and Fee Manager	Inspection Manager
Plan Review Manager	Temporary Event and Temporary	Event Vendor Managers
Complaint Manager		

Features within the Standard Workflow

- Bulk Invoicing for Annual Permit Renewals/Fees
- Unique Fee Schedule Management
- Ability to Bulk Import Check Payment Data
- HSMobile Inspection App
- Inspection Scheduler for Routine and Follow-up Inspections
- Violation Library Data Management Tool
- Public Facing Citizen Portal Inspection Results Posting Page (standard format)
- Standard Time Log Time Tracking Utility
- Standard Attachments Utility on all Utilities
- Standard "Record Summary" print-friendly view for all utilities/records
- Conversation Manager Interactive Emails Feature
- Ability to Mass Email System Contacts through Primary Workflows
- Standard Print Engine and Expected Configurable Forms*

***Standard Print Engine Per Program**

- Ability to Print the following forms Per Program:
Permit Form (1) Inspection Form (1)
Complaint Form (1) Invoice Form (1)
Receipt Form (1)

Appendix A-1 Included Support

Hosting:

- a) Service includes web hosting, data storage, data backup, and publishing public data, which includes inspection information configured to meet the requirements of the Customer.
- b) HS GovTech will make reasonable efforts to ensure that the system servers are available at 99.99% availability per calendar month on all its services subject to any Force Majeure. HS GovTech provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Appendix B.
- c) HS GovTech will allow access via the internet, to the system servers.

Support and Maintenance:

Any issue or needs with ongoing use of the system can be handled by using the HSCloud Support feature. Full instructions on usage will be provided by product support staff. During usage, any bugs encountered will be fixed within three (3) business days. Any change or additional functionality requests - outside the scope of this Agreement - will be reviewed and assessed, and if approved, a quote for the work will be provided.

Appendix B - Service Level Agreement (SLA)

HS GovTech offers the following levels of service to ensure maximum availability and performance of HSCloud. The HS GovTech 99.99% uptime guarantee sets standards for service in these critical areas:

Network Availability

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

Infrastructure Guarantee

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

Hardware Guarantee

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

Maintenance and Escalation (scheduled and unscheduled)

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

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

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

Customer Support and Warranty

Customer Support is available Monday through Friday from 8:00 AM to 6:00 PM EST, except on federal holidays. An after-hours emergency support number is made available for Client division director-level personnel.

Additional Services

Hosting of Customer Data technical support to staff in accordance with HS GovTech's established maintenance policy. Changes or additions to the Customer system in the event the state or other regulatory Customer modifies the format in which Customer Data is collected or output on a standard form.

Critical errors or bugs in system code will be addressed and repaired immediately for the Term of the Agreement. System change requests from Customer will be evaluated on a case-by-case basis and scheduled for completion based on priority.

Exceptions

Customers with delinquent accounts may not take advantage of the uptime guarantee set forth in Appendix B. Customer must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future Fee payments.

Appendix C - Contract Fees and Payment Schedule

1. Fees & Payment

a. Payment schedule and terms:

Licensing, hosting, maintenance, and technical support are due on the anniversary of the contract's execution. These services will continue annually for the duration of the contract term, with a 6% annual escalation applied beginning in the third year

Payments:

Payment 1 - \$2,400.00

Payment 2 - \$2,400.00

Payment 3 - \$2,472.00

Payment 4 - \$2,546.16

Payment 5 - \$2,622.54

2. Term:

This Agreement begins on the date it is executed and continues for a period of five (5) years as outlined in Section 8 titled "Term".

Renewal: 60 days prior to the end of the contract term, the agency must renew the annual contract to continue service or provide a written notice for contract termination.



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

IGA CONTRACT# CTR067942


WIC and BFPC SERVICES

Amendment No: 3

DESCRIPTION: This is the third year in a 5-year grant for the Women, Infant, Children and Breastfeeding Peer Counseling Program for the State of Arizona.

PROS: The overall goal of all the USDA Nutrition Programs is to increase food security and reduce hunger by provided eligible participants access to nourishing food and supportive nutrition education. Apache County has provided WIC services to eligible participants in Southern Apache County for 15+ years.

CONS: None


	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR067942	IGA Amendment No.: Three	Procurement Officer Emily Ngo

1. Background

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutritional risk. The overall goal of all the USDA Nutrition Programs is to increase food security and reduce hunger by providing eligible participants access to nourishing food and supportive nutrition education. ADHS is working with the counties to provide WIC services, and this opportunity is to provide additional community support as needed.

1.1. WIC Nutrition Services:

- 1.1.1. The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations and includes participant category (pregnant and breastfeeding women, postpartum women, and infants or children under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks,
- 1.1.2. To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, county health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC Contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance, and
- 1.1.3. Specific objectives for nutrition services (based on Healthy People 2030 Goals) are:
 - 1.1.3.1. To increase the incidence of women initiating breastfeeding;
 - 1.1.3.1.2. To increase the duration of women breastfeeding for the first six (6) months of their baby's life;
 - 1.1.3.3. To increase the duration of women breastfeeding for the first one (1) year of their baby's life;
 - 1.1.3.4. To increase the rate infants are exclusively breastfed at three (3) months and at six (6) months;
 - 1.1.3.5. To reduce the proportion of adults who are considered obese;
 - 1.1.3.6. To reduce the proportion of children ages two (2) to five (5) who are considered obese;
 - 1.1.3.7. To increase the consumption and variety of fruits and vegetables by those age

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two (2) and older;

1.1.3.8. To increase the consumption of whole grains by those age two (2) and older; and

1.1.3.9. To reduce household food insecurity and hunger.

1.2. **BFPC:**

1.2.1. Breastfeeding peer counselors add a critical dimension to WIC's efforts to help women initiate and continue breastfeeding. WIC breastfeeding peer counselors provide a valuable service to their communities, addressing barriers to breastfeeding by offering breastfeeding education, support, and role modeling. They are familiar with the resources available to WIC participants and the questions a new breastfeeding mother may ask, and recognize when to refer mothers to other resources when issues outside their scope of practice arise. In 2020 the USDA Food and Nutrition Service (FNS) released their new national breastfeeding campaign titled WIC Breastfeeding Support: Learn Together. Grow Together. As a part of this, FNS has developed training and technical assistance to equip WIC Programs with a framework for designing and maintaining peer counseling programs. Developing this training included formative research to understand barriers and motivators to implementing and sustaining peer counseling programs and develop training curricula. This Peer Counseling Training for WIC Managers, which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program,

1.2.2. The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding, and

1.2.3. Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

1.3. The subrecipient has the discretion to determine how the award amount is utilized and should provide a detailed outline of costs using a Budget Worksheet provided by ADHS The Grantee must adhere to the funding restrictions as outlined in the Arizona Policy and Procedure Manual.

1.4. Based on program caseload and service area, funding will be allocated appropriately to all active subrecipients each Grant year for a five (5) year grant period. Budgets and work plans will be reviewed annually and may be decreased based on:

1.4.1. Changes to USDA funding allocation.



INTERGOVERNMENTAL AGREEMENT (IGA)
Amendment

ARIZONA DEPARTMENT
OF HEALTH SERVICES
150 18th Ave Suite 530
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Emily Ngo

1.4.2. Changes to USDA caps on WIC services.

1.4.3. Failure to meet the goals and activities outlined in this Scope of Services.

1.5. The funds are awarded to ADHS and awarded to subrecipients through this Intergovernmental Agreement (IGA) and the Contract Application process.

1.6. ADHS has the right to partially award based on the needs and areas being serviced.

2. Objective

The Subrecipient shall:

2.1 At a minimum, provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services.

2.2 In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Subrecipient may request permission to continue operating their program utilizing local funds. The Subrecipient shall contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Subrecipient may transfer funds to ADHS to ensure continued operation.

2.3 Additional monies may be awarded under this contract for WIC Special Projects related to, but not limited to general infrastructure, breastfeeding promotion, nutrition services, information system enhancement efforts and client retention efforts.

3. Scope of Service

3.1. WIC Services:

The WIC Program Subrecipient shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to, the following activities:

3.1.1. Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments,

3.1.2. Provide participant centered nutrition and breastfeeding support services to WIC participants,

3.1.3. Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants,

3.1.4. Issue WIC food benefits tailored to meet the needs of the participants,

3.1.5. Ensure the collection and recording of accurate information,

3.1.6. Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services,

3.1.7. Provide administrative functions for operation of the WIC Program, and



INTERGOVERNMENTAL AGREEMENT (IGA)
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3.1.8. Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

3.2. **BFPC Services:**

3.2.1. WIC BFPC Subrecipients shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the USDA WIC Breastfeeding Curriculum guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding, and

3.2.2. Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4. Tasks

4.1. The WIC Program provides nutrition and breastfeeding support and information, supplemental nutritious foods, and referrals to other health and social services as an adjunct to good health care during critical times of growth and development, in order to prevent the occurrence of health problems and to improve the health status of eligible women, infants and children.

4.2. Nutrition education including breastfeeding promotion and support as part of the WIC program, shall be designed to achieve the following two broad goals:

4.2.1. Emphasize the relationship between nutrition, physical activity, and health with special emphasis on the nutritional needs of pregnant, postpartum, and breastfeeding women, infants, and children under five years of age, and raise awareness about the dangers of using drugs and other harmful substances during pregnancy and while breastfeeding.

4.2.2. Assist the individual who is at nutritional risk in improving health status and achieving a positive change in dietary and physical activity habits, and in the prevention of nutrition-related problems through optimal use of supplemental foods and other nutritious foods. This is to be taught in the context of the ethnic, cultural, and geographic preferences of the participants and with consideration for educational and environmental limitations experienced by the participants.

4.3. **WIC Services Outreach, Retention, and Referrals:**

The Subrecipient shall:

4.3.1. Conduct outreach activities targeting underserved populations by developing written and verbal presentations, or utilizing available materials, and/or promoting WIC on social media platforms to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation in accordance with the WIC PPM and this Contract,

4.3.2. Conduct retention activities to maintain and increase the participation of current WIC enrollees,

4.3.3. Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts in accordance with the WIC PPM and this Contract,



INTERGOVERNMENTAL AGREEMENT (IGA)

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4.3.4. Establish community partnerships with community organizations such as food banks, human and social services, school districts, etc. in accordance with the WIC PPM and this Contract, and

4.3.5. Establish a referral system with breastfeeding/lactation specialists, including, but not limited to, International Board-Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) in accordance with the WIC PPM and this Contract.

4.4. Additional BFPC Outreach Tasks:

4.4.1. Develop and document an internal referral link between the WIC Program and WIC Peer Counseling Program, when applicable. Interactions between the WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

4.5. Participant Records:

4.5.1. Document in Health and Nutrition Delivery System (HANDS) and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including, but not limited to, the following:

4.5.1.1. Eligibility and ineligibility determinations;

4.5.1.2. Nutrition assessments;

4.5.1.3. Nutrition and breastfeeding education and support;

4.5.1.4. Nutrition and breastfeeding counseling;

4.5.1.5. Facilitate behavioral goal setting;

4.5.1.6. Appropriate referrals;

4.5.1.7. Program fraud; and

4.5.1.8. Food Benefit Issuances.

4.5.2. Maintain inventory and accountability records, as set forth in the WIC PPM for Electronic Benefits Transfer (EBT) WIC (eWIC) cards,

4.5.3. Maintain records in accordance with the PPM,

4.5.4. Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR 246.26(d), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information,



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- 4.5.5. Staff shall only access the WIC Computer Data System and client files for business related reasons,
- 4.5.6. Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner,
- 4.5.7. The Subrecipient shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality,
- 4.5.8. The Subrecipient shall immediately investigate such security incidents, breaches, or unauthorized use or disclosure of participant information. These investigations shall include:
- 4.5.8.1. These investigations shall include:
- 4.5.8.1.1. What data elements were involved and the extent of the data involved in the breach;
- 4.5.8.1.2. A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
- 4.5.8.1.3. A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
- 4.5.8.1.4. A description of the probable causes of the improper use or disclosure; and
- 4.5.8.1.5. Whether Arizona Revised Statutes (A.R.S) § 18-552 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 4.5.9. The Subrecipient shall provide a written report of the investigation to the Chief of the BNPA/WIC Director and Chief of the Office of Program Integrity within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure, and
- 4.5.10. The Subrecipient shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non-WIC funds. The BNPA Chief/WIC Director, Chief of the Office of Program Integrity, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Local Agency shall arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.
- 4.6. Service Delivery and Program Rules:
- 4.6.1. Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM.



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- 4.6.1.1. Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM:
 - 4.6.1.1.1. Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy;
 - 4.6.1.1.2. Infants from birth to age one (1); and
 - 4.6.1.1.3. Children from age one (1) year up to five (5) years.
- 4.6.2. Provide complete nutrition assessment and document results and follow-up as outlined in the Arizona WIC Policy and Procedure Manual,
- 4.6.3. Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State,
- 4.6.4. Facilitate goal setting for behavioral change and follow-up on goals set,
- 4.6.5. Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate,
- 4.6.6. Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), the amount of formula consumed, and cultural preferences and issue food benefits as set forth in the WIC PPM,
- 4.6.7. Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures,
- 4.6.8. Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support,
- 4.6.9. Provide information, check for understanding, and document instruction to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The program instruction shall be documented in the participant's record as outlined in the WIC PPM, and
- 4.6.10. Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services.
- 4.6.11. Additional BFPC Service Delivery Tasks:
 - 4.6.11.1. Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program, and
 - 4.6.11.2. Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic.

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4.7. Participant Centered Nutrition Education:

- 4.7.1. Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. Nutrition education contacts shall be made available quarterly to all adult participants and the Authorized Representatives of infant and child participants certified. Nutrition education contacts shall be scheduled on a periodic basis by the local agency, but such contacts do not necessarily need to take place in each quarter of the certification period.
- 4.7.2. Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence.
- 4.7.3. Offer, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian Nutritionist (RDN) to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Nutrition and Dietetic Technicians, registered (NDTR) to serve as a WIC Nutritionist to provide medium-risk counseling to participants under the supervision of the RDN.
- 4.7.4. Expend a minimum of seven percent (7%) of the total amount the Subrecipient receives for provision of WIC services each contract year on salary, employee related expenses, travel expenses, continuing education, and training for one or more Registered Dietitian Nutritionists (RDN) providing high risk services. The agency may pay another Arizona WIC Local Agency or RDN contractor for RDN services as approved by the State WIC Director or the State WIC Director's designee. If the seven percent (7%) of the total amount the Subrecipient receives for provision of WIC services is not expended for employee related expenses, travel expenses, continuing education, and training expenses for RDNs, ADHS may request the Subrecipient to return an amount equal to the difference between the seven percent (7%) of the total amount the Subrecipient receives for provision of WIC services and the actual amount expended.
- 4.7.5. Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Subrecipient receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Subrecipient to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended if ADHS must pay a penalty to the Federal Government.
 - 4.7.5.1. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:
 - 4.7.5.1.1. Salary and other costs for time spent on nutrition education, whether with an individual or group.
 - 4.7.5.1.2. The cost of procuring and producing nutrition education materials.
 - 4.7.5.1.3. The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;



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- 4.7.5.1.4. The cost of conducting participant evaluations of nutrition education, nutrition assessments and observations.
- 4.7.5.1.5. Breastfeeding Promotion Costs in excess of the targeted amount, currently four percent (4%) of NSA expenditures, may be added to other Nutrition Education costs to meet the one-sixth (1/6) of NSA expenditures target for other Nutrition Education.
- 4.7.5.1.6. Other ADHS-approved costs, including but not limited to items allowable per WIC federal regulations, the State of Arizona Accounting Manual, and the Arizona Policy and Procedure manual.
- 4.7.6. Coordinate nutrition education activities and messages. Wherever possible, the Subrecipient shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages, and
- 4.7.7. Provide documentation that a minimum of four percent (4%) of the annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, ADHS may request the Subrecipient to return an equal to the difference between the four percent (4%) and the actual amount expended if ADHS must pay a penalty to the Federal Government.
- 4.8. Staffing
 - 4.8.1. Designate a WIC Program Director/Manager who is an RDN, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RDN is on staff to provide the WIC RDN services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC program may substitute for some years of education,
 - 4.8.2. Identify an RDN to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator shall oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS,
 - 4.8.3. Provide an appropriate number of RDNs, based on assigned caseload, to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Subrecipient shall provide the RDN services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Subrecipient shall hire graduates with a minimum of a Master's or Bachelor's degree from an accredited institution in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition or Nutrition and Dietetic Technicians, registered to do medium-risk counseling, formula authorization, and as necessary, participant certification under the direction of an RDN. If a Local Agency has a



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barrier to having an RDN on staff, the agency shall submit, in writing, to ADHS with their plan for providing high risk nutrition services to participants,

- 4.8.4. Provide an appropriate number of adequately trained certification specialists, based on caseload, to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet ADHS competencies as set forth in the WIC PPM prior to providing each service such as verifying applicant eligibility, collecting anthropometric and biochemical data for participants, instructing on Food Benefits in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.8.5. Provide an appropriate number of adequately trained nutrition education specialists, based on caseload, to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals shall have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition services in the Arizona WIC Program. Staff shall be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.8.6. Identify an IBCLC to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator shall oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they shall submit in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS,
- 4.8.7. Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator shall oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they shall submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS,
- 4.8.8. Identify an Outreach Coordinator who shall oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible populations not currently enrolled in WIC, and participate in outreach-related workgroups. If a Local Agency has barriers to this staffing standard, they shall submit in writing to ADHS their plan for coordination of outreach activities within the Local Agency to be approved by ADHS,
- 4.8.9. Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation, and

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4.8.10. Provide WIC Clerks to perform administrative support within WIC clinics, when applicable. Such individuals shall have the minimum of a high school degree or equivalent and shall meet WIC Program competencies. Previous clerical or work experience is desirable.

4.9. Additional BFPC Service Staffing:

4.9.1. Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate is an IBCLC, have WIC experience, and be familiar with community resources,

4.9.2. Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason, and

4.9.3. Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications shall be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

4.10. Staff Training:

4.10.1. Train new staff as outlined in the ADHS developed new employee training plan.

4.10.2. In addition to state requirements for competency training, Local Agencies must implement and adopt the state training standards as reflected in the ADHS WIC PPM. In addition, Subrecipients must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations,

4.10.3. Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), Conflict of Interest and Confidentiality, and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, Conflict of Interest and Confidentiality, and Voter Registration by completing the ADHS LMS courses on Civil Rights, Conflict of Interest and Confidentiality, and Voter Registration or other courses or trainings that will be required by ADHS,

4.10.4. Provide, at a minimum, the Breastfeeding Coordinator, Nutrition Coordinator, Training Coordinator and WIC Director of their representative for a three (3) day all WIC conference. In this meeting, there will be opportunities for the Subrecipient to discuss issues regarding the WIC policies and procedures, federal rules and regulations, and nutrition standards,

4.10.5. Provide one (1) representative for a maximum of four (4) WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP),

4.10.6. Maintain a record of training provided, monitoring and observation results of staff competencies in each staff file and/or the State LMS, and



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- 4.10.7. Document and maintain a record of any additional staff training that applies towards the annual Continuing Education Requirements for WIC staff in accordance with the PPM.
- 4.11. Additional BFPC Staff Training:
- 4.11.1. Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a one (1) day virtual training during each Peer Counseling Program Grant term,
- 4.11.2. Provide training of Breastfeeding Peer Counselors using the ADHS provided Breastfeeding Peer Counselor Mini Series within one (1) month of employment,
- 4.11.3. Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others, and
- 4.11.4. Provide all WIC clinic staff the recorded presentation of the USDA WIC Breastfeeding Curriculum at least once during each Peer Counseling Program Grant term.
- 4.12. Data Collection:
- 4.12.1. Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Subrecipient's portion of the WIC Computer Data System – HANDS,
- 4.12.2. Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM,
- 4.12.3. WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others, and
- 4.12.4. The Subrecipient's IT that supports WIC shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include providing a temporary administrative account.
- 4.13. Administrative Services:
- 4.13.1. Obtain written approval from ADHS prior to implementing any policy or procedure that deviates from those set forth in the Arizona WIC PPM,
- 4.13.2. Update the Local Agency clinic information within ten (10) business days in HANDS. This information includes clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for public disclosure,
- 4.13.3. Provide the state agency with updated staff information, at a minimum, the names of Chief Executive Officer (CEO)/Health Officer, WIC Director, Clinic Supervisors, Nutrition Services Coordinator, Breastfeeding Coordinator, Training Coordinator, and IT lead(s),
- 4.13.4. Provide, at a minimum, ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location,



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- 4.13.5. Read all ADHS provided documents and provide responses within the requested timeframe, if applicable,
- 4.13.6. The Local Agency Director shall ensure the ADHS WIC Program has the most recent contact information in an effort to maintain current and accurate information in the Master Contact List,
- 4.13.7. Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC related operations and trainings, if applicable, according to the WIC PPM. These records include, but are not limited to:
- 4.13.7.1. Signed consent for hemoglobin screening and anthropometrics;
 - 4.13.7.2. Signed Rights and Obligations for enrolled participant files (active and inactive);
 - 4.13.7.3. Eligible participant files (active and inactive);
 - 4.13.7.4. Ineligible applicant signature;
 - 4.13.7.5. Monthly Participation Reports by Category and Ethnicity;
 - 4.13.7.6. Outreach files;
 - 4.13.7.7. Medical documentation;
 - 4.13.7.8. Staff files, including trainings attended, skill observations, and Local Agency Self Assessments;
 - 4.13.7.9. Documentation of dual participation actions;
 - 4.13.7.10. Waiting lists (when applicable);
 - 4.13.7.11. Reconciliations of eWIC cards;
 - 4.13.7.12. Civil rights files, including documentation and resolution of all civil rights complaints;
 - 4.13.7.13. Documentation of annual civil rights and voter registration training of all employees; and
 - 4.13.7.14. Documentation of annual Conflict of Interest and Confidentiality training of all employees and the WIC Confidentiality and Conflict of Interest forms.
- 4.13.8. Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Subrecipient by ADHS within the timeframes specified in the WIC PPM,
- 4.13.9. Correct any regulatory deficiency or discrepancy noted during any of the program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Management Reviews within sixty (60) calendar days of the date of the audit report



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unless an extension date is granted by the auditing/reviewing agency and documented. Any reimbursement dollars back to ADHS shall be done within thirty (30) days of receiving the Financial Management Review completion notification,

- 4.13.10. Adhere to the State of Arizona Accounting Manual (SAAM) travel rates. Travel rates reimbursed by the Local Agency cannot exceed the current Arizona State Reimbursement Rates located at <https://qao.az.gov/travel/welcome-gao-travel>,
- 4.13.11. Complete electronic copies of the Contractor's Expenditure Reports for each contracted program and submit the electronic and a signed copy to ADHS according to the instructions and requirements of the WIC PPM,
- 4.13.12. Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant,
- 4.13.13. Prepare Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year,
- 4.13.14. Prepare WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM,
- 4.13.15. Prepare an annual evaluation on the Contractor's Outreach Plan and a progress report on activities accomplished during the year,
- 4.13.16. Prepare an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes,
- 4.13.17. Adhere to the allowable and unallowable cost principles for WIC and BFPC as outlined in the WIC PPM,
- 4.13.18. Conduct Local Agency self-assessments annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation,
- 4.13.19. Prepare all required plans, reports, and documents in accordance with the requirements in the WIC PPM, and
- 4.13.20. In addition to complying with the Guidance for Federal Grant Award Management (Blue Book), the SAAM for Contractors of ADHS Funded programs, and the WIC PPM, the Subrecipient shall:
 - 4.13.20.1. Control and monitor all State Agency provided WIC automation resources.
 - 4.13.20.1.1. Report when WIC automation resources move physical locations by using the F4 Property Control Form. The form shall be completed in Microsoft Word including all required fields (Tag number, Serial number, Item and Make/Model), be signed, and then submitted to the WIC Service Desk via email at WICServiceDesk@azdhs.gov.



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- 4.13.20.1.2. In the event any WIC automation resources are lost, stolen, or damaged, the subrecipient shall report the information required to the State Agency following the details listed in the PPM.
- 4.13.20.2. Complete an annual physical inventory of all tagged WIC equipment, including WIC automation resources, at both the state and local levels at all locations.
- 4.13.20.2.1. All equipment expenditures \$10,000 or higher or computer equipment listed in Chapter 17 shall be purchased by ADHS. The State Agency will tag WIC automation resources according to Arizona Department of Health Services (ADHS) policy with an ADHS property sticker with a unique identification number. The State Agency will tag all WIC automation resources that cost \$250 and above.
- 4.13.20.2.2. Annually, the state office will send each subrecipient an inventory sheet of tagged equipment issued to them. The subrecipient shall verify the items listed on the inventory sheet, identifying what is present, if applicable what is missing, and any additional items that are present with a tag but not listed. The state and local agency will work together to determine what happened to items marked as missing. Equipment lost or damaged due to negligence and/or a lack of internal control shall be the responsibility of the entity which last possessed the equipment.
- 4.13.20.2.3. The physical inventory must be completed annually in May and within one month. During the annual physical inventory, equipment moves at the Local Agency should be limited and only made if necessary.
- 4.13.20.2.4. The subrecipient is required to have all individuals that are conducting the physical inventory attend an ADHS-provided Annual Inventory Training.
- 4.13.20.2.5. During the physical inventory, the subrecipient shall:
- 4.13.20.2.5.1. Physically verify the location of all equipment in the State Agency-provided inventory.
- 4.13.20.2.5.2. Account for WIC automation resources that Local Agency staff use at home for teleworking by bringing the WIC automation resource into a Local Agency office or clinic.
- 4.13.20.2.5.3. Add WIC automation resources to the State Agency-provided inventory that were found during physical inventory that was not included in the State Agency-provided inventory.



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- 4.13.20.2.5.4. Indicate the WIC automation resources that were on the State Agency-provided inventory, but could not be found during the physical inventory.
- 4.13.20.2.5.5. Update WIC automation resource physical location changes (e.g., laptop on State Inventory was documented at clinic A, but was found at clinic B).
- 4.13.20.2.5.6. Verify that a WIC automation resource is in a single location and not duplicated across multiple physical locations.
- 4.13.20.2.5.7. When inventory is completed at a specific physical location, the Local Agency is required to have the individual who completed the inventory sign to verify the accuracy and be available to answer any State Agency questions.
- 4.13.20.3. Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance shall be provided through the Subrecipient's own organization or the Subrecipient shall participate in State maintenance contracts where available, as specified in the WIC PPM.
- 4.13.20.4. Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$10,000 or more;
- 4.13.20.5. Submit a request for all asset-related items to ADHS utilizing the process specified in the WIC PPM. ADHS WIC provides these items to local agencies. Asset-related items include, but are not limited to,
 - 4.13.20.5.1. Hardware including:
 - 4.13.20.5.1.1. Computers.
 - 4.13.20.5.1.2. Tablets.
 - 4.13.20.5.1.3. Scanners.
 - 4.13.20.5.1.4. Printers.
 - 4.13.20.5.1.5. Card readers.
 - 4.13.20.5.1.6. Pin pads.
 - 4.13.20.5.1.7. Webcams.
 - 4.13.20.5.1.8. Headsets.



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Phoenix, Arizona 85007

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CTR067942

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4.13.20.5.1.9. Signature pads.

4.13.20.5.2. Certain telecommunications equipment necessary to access the web based WIC Computer Data System (e.g. MiFi's).

4.13.20.5.3. New technology will be evaluated for inclusion based on program needs.

4.13.20.5.4. For software purchases with WIC funds, the Local Agency may purchase software that is reasonable and necessary. The subrecipient is responsible for ensuring that new software will not impact the use of WIC applications on the WIC automation resource. The subrecipient may submit a request for testing new software that the subrecipient may want to purchase to ensure that the WIC applications are not impacted. Subrecipients may submit software testing requests to the WIC Service Desk at WICServiceDesk@azdhs.gov.

4.13.20.6. Provide notification to ADHS for any asset-related resource items in need of transfer or disposition. The Subrecipient shall not directly dispose of any asset.

4.13.20.7. Adhere to WIC PPM procedures for transfer and disposals; and

4.13.20.8. Notify the Office Chief for the Office of Program Integrity (OPI) of the loss or theft of State-owned WIC automation resources within twenty-four (24) hours of the occurrence. The Local Agency must provide final documentation within ten (10) business days. Final documentation includes the F4 Property Control Sheet and police report. The Local Agency is only required to provide a police report for stolen WIC automation resources.

4.13.21. Additional monies may be awarded under this Grant for WIC Special Projects related to, but not limited to, general infrastructure, breastfeeding promotion, nutrition services, information system enhancement efforts, and client retention efforts.

4.14. Additional Peer Counseling Administrative Services:

4.14.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS, and

4.14.2. Provide training and resources to assist the local agency in establishing and maintaining competency for new and existing staff.

4.15. Additional WIC & BFPC Tasks

The Subrecipient shall submit to ADHS each Contracted Program's amendment application by the specified deadline for the following year containing the following information:

4.15.1. Request for Caseload to be served.

4.15.2. Request for budget and budget justification.



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- 4.15.3. Updated Outreach Plan for the upcoming FFY and an evaluation of the previous year's activities.
- 4.15.4. Any additional services and other documents specified.

5. Reference Documents

- 5.1. CFR (Code of Federal Regulations) 246.26(d):
[https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246#p-246.26\(d\)](https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246#p-246.26(d))
- 5.2. Arizona WIC Program Policies and Procedures Manual:
https://azdhs.gov/azwic/local_agencies_policyManual.htm
- 5.3. Healthy People 2030:
<https://health.gov/healthypeople/objectives-and-data/browse-objectives/nutrition-and-healthy-eating>
- 5.4. WIC Specific Code of Federal Regulations:
<https://www.ecfr.gov/current/title-7/part-246>
- 5.5. General Accounting Office (Travel):
<https://gao.az.gov/travel/welcome-gao-travel>
- 5.6. Guidance for Federal Grand Award Management (Blue Book):
<https://www.azdhs.gov/documents/operations/financial-services/bluebook-2018.pdf>
- 5.7. Peer Counseling Training for WIC Managers:
<https://wicworks.fns.usda.gov/resources/peer-counseling-training-wic-managers>
- 5.8. State of Arizona Accounting Manual (SAAM):
<https://gao.az.gov/publications/SAAM>

6. State Provided Items

ADHS will provide:

- 6.1. Electronic copies of the Arizona WIC Program Policies and Procedures Manual;
- 6.2. Hardware and software necessary for operation of the WIC Computer Database System;
- 6.3. Training and resources to assist local agencies in establishing staff competency for new and existing staff;
- 6.4. AZHZ Collaborators Username and Password access to order.



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- 6.5. eWIC cards.
- 6.6. Nutrition Education Materials for participants.
- 6.7. Breast Pumps and kits.
- 6.8. Breastfeeding materials/resources for staff.
- 6.9. Required posters.
- 6.10. Clinic operations materials.
- 6.11. Outreach materials.
- 6.12. Financial documents:
 - 6.12.1. Federal Funding Accountability and Transparency Act (FFATA) Form.
 - 6.12.2. Direct Expenses Template.
 - 6.12.3. Labor Activity Report (LAR) Template.
 - 6.12.4. Contractor Expenditure Report (CER) Template.
 - 6.12.5. Quarterly Cost Summary Report Template.
- 6.13. Technical assistance and support, as needed.
- 6.14. Required Breastfeeding resources for staff.
- 6.15. Assistance with IBCLC career track or advanced lactation consultant education, when appropriate.
- 6.16. Periodic redemption reports for issued benefits, as requested by the Local Agency.
- 6.17. Additional BFPC State Provided Items
 - 6.17.1. Quarterly Report template (electronic) for Peer Counseling Program.
 - 6.17.2. USDA WIC Breastfeeding Curriculum: Peer Counselors, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.
- 6.18. Interpreter Services. Local agencies have the option to use the State provided service or utilize their own paid for by their Local Agency.
- 6.19. Hemoglobin Screening Supplies. Local agencies have the option to use the State provided service or utilize their own paid for by their Local Agency.

7. Deliverables and Delivery Schedule

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC or BFPC shall be incorporated into this Grant. Furthermore, any policy or procedure that deviates from those



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set forth in the Arizona WIC Program Policies and Procedures Manuals requires approval from ADHS prior to implementation. The Subrecipient shall submit to ADHS:

- 7.1. Updated copies of Local Agency Policies and Procedures as required by the WIC PPM.
- 7.2. Individual electronic and signed CER invoices for each program no later than thirty (30) days following the end of each report month of the program year.
- 7.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's CER expenses no later than thirty (30) days following the end of each quarter of the program year.
 - 7.3.1. Quarter One (1): October – December.
 - 7.3.2. Quarter Two (2): January – March.
 - 7.3.3. Quarter Three (3): April – June.
 - 7.3.4. Quarter Four (4): July – September.
- 7.4. Final electronic and signed CER invoice for each program no later than forty-five (45) days following the end of each Contract year; Federal Fiscal Year (FFY), which is from October 1st through September 30th.
- 7.5. Completed Federal Funding Accountability and Transparency Act (FFATA) Grant Reporting Certification Form at the beginning of each contract for each Grant within thirty (30) days receipt of the Purchase Order (PO);
- 7.6. WIC Local Agency fourth (4th) Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, no later than forty-five (45) days following the end of each Contract year;
- 7.7. A Local Agency Corrective Action Plan within sixty (60) days in response to Management Evaluation. Any reimbursement dollars back to ADHS (WIC) must be done within thirty (30) days of receiving the Financial Management Review completion notification; and
- 7.8. Additional Peer Counseling Deliverables
 - 7.8.1. Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Grant year.

8. Performance Standards and Award Program

- 8.1. Upon Grant finalization, ADHS shall notify the Subrecipient by email of the assigned caseload and, throughout the term of the Grant, any changes to the assigned caseload. The Subrecipient shall maintain an average monthly participation level in accordance with the following table:

<u>Caseload Assignment</u>	<u>% Maintained</u>
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

- 8.2. If, after each quarter of the Federal Fiscal Year (October through September), the Subrecipient has not attained the required participation level, ADHS will have the option of reducing the assigned caseload



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and resources to the Subrecipient's current service level. ADHS may then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources;

8.3. Subrecipients shall be eligible for one (1) or more of the following awards:

8.3.1. Any local agency that meets 100% or more of its caseload assignment for three (3) consecutive months during the previous FFY may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,

8.3.2. Utilizing the "Nutrition Discussion Contact" report ran in the first quarter of the FFY preceding time of application (October through December), any Local Agency meeting ninety-five percent (95%) of its nutrition education documentation requirement for each participation time period may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,

8.3.3. The agency with the highest increase of eWIC redemptions in the first quarter (October 1st through December 31st) of the FFY preceding time of application compared to their own Local Agency's eWIC redemptions from the first quarter (Oct 1st through Dec 31st) of the previous FFY within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Grant is extended and additional expenditures can be identified, and

Assigned Caseload Cohort	Award Amount
Less than 2000	\$5,000
2000 - 8000	\$10,000
More than 8000	\$15,000

8.3.4. The agency with the highest percentage of Infants Exclusively Nursing (IENs) in the first quarter (October 1st through December 31st) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Grant is extended and additional expenditures can be identified.

Assigned Caseload Cohort	Award Amount
Less than 2000	\$5,000
2000 - 8000	\$10,000
More than 8000	\$15,000

8.4. Pursuant to 7 CFR 246.14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Subrecipient in the next contract year; and

8.5. USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.



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9. Funding Restrictions

- 9.1. Funding is limited to the program service area and USDA funding allocation;
- 9.2. Funds shall only be used for allowable program purposes, and
- 9.3. Funds shall not be used for:
 - 9.3.1. Bad Debts.
 - 9.3.2. Central Accounting General Operations.
 - 9.3.3. Certification Costs.
 - 9.3.4. Contingency Fund Contributions.
 - 9.3.5. Contributions and Donations.
 - 9.3.6. Depreciation and Use Allowances.
 - 9.3.7. Entertainment.
 - 9.3.8. Fees for Health Services.
 - 9.3.9. Food and Beverages.
 - 9.3.10. Fines and Penalties.
 - 9.3.11. Incentives or Payments to Participants.
 - 9.3.12. Interest and Other Financial Costs.
 - 9.3.13. Legal Expenses.
 - 9.3.14. Legislative Expenses.
 - 9.3.15. Lobbying Expenses.
 - 9.3.16. Petty Cash.
 - 9.3.17. Performing non-WIC services.
 - 9.3.18. Physical Fitness.
 - 9.3.19. Publicity or propaganda for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - 9.3.20. Purchase of Real Estate.
 - 9.3.21. Research.
 - 9.3.22. Self-Insured Losses.

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- 9.3.23. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.
- 9.3.24. Travel exceeding the SAAM.
- 9.3.25. Future Financial Commitments outside of the current federal fiscal year.

10. Areas of Service

Underserved communities that have eligible populations at or below 185% of the Federal Poverty Guidelines within the State of Arizona.

11. Target Population

WIC services nutritionally at-risk and low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, infants, and children up to age five (5).

11.1. Eligible populations may also include:

- 11.1.1. Migrant and agricultural workers.
- 11.1.2. Pregnant women, especially women in the early months of pregnancy.
- 11.1.3. Homeless individuals and facilities.
- 11.1.4. Infants and children under the care of foster parents and/or the Department of Child Safety (DCS).
- 11.1.5. Persons employed or residing in rural areas.
- 11.1.6. Working families.
- 11.1.7. Recipients of Temporary Assistance for Needy Families (TANF).
- 11.1.8. Recipients of Supplemental Nutrition Assistance Program (SNAP).
- 11.1.9. Participants in the Child and Adult Care Food Program (CACFP).
- 11.1.10. Women enrolled in substance abuse programs.
- 11.1.11. Persons enrolled in the Arizona Health Care Cost Containment System (AHCCCS).
- 11.1.12. Minority and immigrant populations.

12. Notices, Correspondence, Reports, and Contractor Expenditure Reports (CERs)

- 12.1. Notices, correspondence, reports, and invoices/CERs from the Contractor to ADHS shall be sent electronically or by mail to:



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Arizona Department of Health Services
Attn: Tasha Williams, Chief
Office of WIC Nutrition, Breastfeeding and
Training Services
150 North 18th Avenue, Suite 300
Phoenix, Arizona 85007
Telephone: (480) 653-2896
Email: tasha.williams@azdhs.gov

- 12.2. CERs shall be sent to the WIC Contracts Consultant and BFPC Program Manager, for WIC and BFPC respectively.
- 12.3. AUTOMATED CLEARING HOUSE. ADHS may pay invoices or CERs for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Grantee must complete an ACH Vendor Authorization Form (form GAO-618) within thirty (30) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/sites/default/files/2023-05/GAO-618.pdf>.
- 12.4. ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov.



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PRICE SHEET

October 1, 2025 to September 30, 2026

Agency Name: Apache County

Cost Reimbursement Line Item Budget

WIC Services

Federal Award Date: October 1, 2025

CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children


WIC Services Account Classification	Amount
Personnel Services (PS)	\$117,732.00
Employee Related Expenses (ERE)	\$61,778.00
Professional & Outside Services	\$1,400.00
Travel	\$2,058.00
Occupancy	\$0.00
Other Operating Expenses	\$8,006.00
Capital Equipment	\$0.00
Indirect Costs* (0%)	\$0.00
Total	\$190,974.00

Breastfeeding Peer Counseling Services

Federal Award Date: October 1, 2025

CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel Services (PS)	\$0.00
Employee Related Expenses (ERE)	\$0.00
Professional & Outside Services	\$0.00
Travel	\$0.00
Occupancy	\$0.00
Other Operating	\$0.00
Capital Equipment	\$0.00
Indirect Costs* (0 %)	\$0.00
Total	\$0.00

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Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

*Indicated indirect rate calculation

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2026 is: 425



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Exhibit A - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:	Arizona Department of Health Services
UEI #	QMWUG1AMYP65
Federal Award Identification (Grant Number):	256AZ008W1003
Subrecipient name (which must match the name associated with its unique entity identifier):	Apache County
Subrecipient's unique entity identifier (UEI #):	DJ1FMTLJL4V6
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	256AZ008W1003
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency:	10/01/2025
Subaward Period of Performance Start and End Date:	10/01/2025 - 9/30/2026
Subaward Budget Period Start and End Date:	10/01/2025 - 9/30/2026
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$190,974.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$190,974.00



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

\$190,974.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:	United States Department of Agriculture, FNS Southwest Regional Office, Food and Nutrition Service, 1100 Commerce Street Room 522, Dallas, TX 75242-9980, Telephone: (214)290-9810
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	10.557 WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Identification of whether the award is R&D:	Not R&D award
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414:	0.00%

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

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

Finance

Date/Signature: St Anderson

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

Request approval of demands as distributed to the Apache County Board of Supervisors between September 30, 2025 through October 27, 2025. Demands are payments made, or to be made, but the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137416	09/29/25	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	126.97
NBAZ - Warrant Clearing Account	Check	1137417	09/30/25	Accounts Payable	MARLEITA BEGAY	300.00
NBAZ - Warrant Clearing Account	Check	1137418	09/30/25	Accounts Payable	JIMICA LYNN BIGMAN	300.00
NBAZ - Warrant Clearing Account	Check	1137419	09/30/25	Accounts Payable	BETH BOND	300.00
NBAZ - Warrant Clearing Account	Check	1137420	09/30/25	Accounts Payable	CLAYTON BOND	300.00
NBAZ - Warrant Clearing Account	Check	1137421	09/30/25	Accounts Payable	DEVIN BROWN	300.00
NBAZ - Warrant Clearing Account	Check	1137422	09/30/25	Accounts Payable	MAE CLARK	300.00
NBAZ - Warrant Clearing Account	Check	1137423	09/30/25	Accounts Payable	KIMBERLY LOUISE COLE	300.00
NBAZ - Warrant Clearing Account	Check	1137424	09/30/25	Accounts Payable	ANDREA HEIDI CRESSWELL	300.00
NBAZ - Warrant Clearing Account	Check	1137425	09/30/25	Accounts Payable	CONRAD FRIEDLY	300.00
NBAZ - Warrant Clearing Account	Check	1137426	09/30/25	Accounts Payable	RUBEN C GARCIA JR.	300.00
NBAZ - Warrant Clearing Account	Check	1137427	09/30/25	Accounts Payable	SAMUEL TODD GARDNER	300.00
NBAZ - Warrant Clearing Account	Check	1137428	09/30/25	Accounts Payable	TAYLOR JORDYN GARNER	300.00
NBAZ - Warrant Clearing Account	Check	1137429	09/30/25	Accounts Payable	MEGAN L HILL	300.00
NBAZ - Warrant Clearing Account	Check	1137430	09/30/25	Accounts Payable	GARRY HITCHCOCK	300.00
NBAZ - Warrant Clearing Account	Check	1137431	09/30/25	Accounts Payable	STEPHEN W KIZER	300.00
NBAZ - Warrant Clearing Account	Check	1137432	09/30/25	Accounts Payable	MATTHEW WAYNE LOVELL	300.00
NBAZ - Warrant Clearing Account	Check	1137433	09/30/25	Accounts Payable	LEHI MONTERTH	300.00
NBAZ - Warrant Clearing Account	Check	1137434	09/30/25	Accounts Payable	DIANA M MORGAN	300.00
NBAZ - Warrant Clearing Account	Check	1137435	09/30/25	Accounts Payable	NORMAN TRENT NEWELL JR	300.00
NBAZ - Warrant Clearing Account	Check	1137436	09/30/25	Accounts Payable	BREALYN NIELSEN	300.00
NBAZ - Warrant Clearing Account	Check	1137437	09/30/25	Accounts Payable	TINA PADILLA	300.00
NBAZ - Warrant Clearing Account	Check	1137438	09/30/25	Accounts Payable	RYAN N PATTERSON	300.00
NBAZ - Warrant Clearing Account	Check	1137439	09/30/25	Accounts Payable	KIMBERLY K PENROD	300.00
NBAZ - Warrant Clearing Account	Check	1137440	09/30/25	Accounts Payable	CHRISTY RABAN	300.00
NBAZ - Warrant Clearing Account	Check	1137441	09/30/25	Accounts Payable	ALTON JOE SHEPHERD	300.00
NBAZ - Warrant Clearing Account	Check	1137442	09/30/25	Accounts Payable	LANNY B SHERILL	300.00
NBAZ - Warrant Clearing Account	Check	1137443	09/30/25	Accounts Payable	JOE SHIRLEY JR	300.00
NBAZ - Warrant Clearing Account	Check	1137444	09/30/25	Accounts Payable	ERIN KRISTINE SMITH	300.00
NBAZ - Warrant Clearing Account	Check	1137445	09/30/25	Accounts Payable	ROCKY STEINMETZ	300.00
NBAZ - Warrant Clearing Account	Check	1137446	09/30/25	Accounts Payable	CHERYL STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1137447	09/30/25	Accounts Payable	REED D STRADLING	300.00
NBAZ - Warrant Clearing Account	Check	1137448	09/30/25	Accounts Payable	DODEE WALLACE	300.00
NBAZ - Warrant Clearing Account	Check	1137449	09/30/25	Accounts Payable	TAMMY R WEINER	300.00
NBAZ - Warrant Clearing Account	Check	1137450	10/01/25	Accounts Payable	JESSE ADAMS	7.42
NBAZ - Warrant Clearing Account	Check	1137451	10/01/25	Accounts Payable	ELIZABETH A CASTILLO	25.86
NBAZ - Warrant Clearing Account	Check	1137452	10/01/25	Accounts Payable	STEPHENIE M CLARK	213.00
NBAZ - Warrant Clearing Account	Check	1137453	10/01/25	Accounts Payable	NICOLE CURLEY	300.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137454	10/01/25	Accounts Payable	FELIPA A EARL	42.00
NBAZ - Warrant Clearing Account	Check	1137455	10/01/25	Accounts Payable	JULIUS ELWOOD	300.00
NBAZ - Warrant Clearing Account	Check	1137456	10/01/25	Accounts Payable	KLINT HEAP	20.00
NBAZ - Warrant Clearing Account	Check	1137457	10/01/25	Accounts Payable	DIANA M MORGAN	289.10
NBAZ - Warrant Clearing Account	Check	1137458	10/01/25	Accounts Payable	RYAN N PATTERSON	300.00
NBAZ - Warrant Clearing Account	Check	1137459	10/01/25	Accounts Payable	DOUGLAS LANCE PEARCE	1,247.40
NBAZ - Warrant Clearing Account	Check	1137460	10/01/25	Accounts Payable	CHRISTY RABAN	412.87
NBAZ - Warrant Clearing Account	Check	1137461	10/01/25	Accounts Payable	CAROL A ROBERTS	26.04
NBAZ - Warrant Clearing Account	Check	1137462	10/01/25	Accounts Payable	ALTON JOE SHEPHERD	23.80
NBAZ - Warrant Clearing Account	Check	1137463	10/01/25	Accounts Payable	CRAIG TSOSIE	24.00
NBAZ - Warrant Clearing Account	Check	1137464	10/01/25	Accounts Payable	JOYCLYNN WHITING	408.19
NBAZ - Warrant Clearing Account	Check	1137465	10/01/25	Accounts Payable	JAY YELLOWHORSE	2,689.63
NBAZ - Warrant Clearing Account	Check	1137466	10/01/25	Accounts Payable	ADVANCED AIR SYSTEMS LLC	6,951.00
NBAZ - Warrant Clearing Account	Check	1137467	10/01/25	Accounts Payable	ALSCO INC	235.63
NBAZ - Warrant Clearing Account	Check	1137468	10/01/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	5,510.32
NBAZ - Warrant Clearing Account	Check	1137469	10/01/25	Accounts Payable	AMIGO CHEVROLET	1,070.91
NBAZ - Warrant Clearing Account	Check	1137470	10/01/25	Accounts Payable	APACHE COUNTY	36.13
NBAZ - Warrant Clearing Account	Check	1137471	10/01/25	Accounts Payable	ARIZONA IDENTIFICATION COUNCIL	229.00
NBAZ - Warrant Clearing Account	Check	1137472	10/01/25	Accounts Payable	ARMORTEX INC	5,922.00
NBAZ - Warrant Clearing Account	Check	1137473	10/01/25	Accounts Payable	ASHTONS REPAIR INC	108.51
NBAZ - Warrant Clearing Account	Check	1137474	10/01/25	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	1,093.63
NBAZ - Warrant Clearing Account	Check	1137475	10/01/25	Accounts Payable	AZ LABOR LAW POSTER SERVICE	99.50
NBAZ - Warrant Clearing Account	Check	1137476	10/01/25	Accounts Payable	BASHAS' CORPORATE OFFICE AND RALEY'S ARIZONA LLC	179.81
NBAZ - Warrant Clearing Account	Check	1137477	10/01/25	Accounts Payable	BAUMAN HOME AND AUTO INC	832.81
NBAZ - Warrant Clearing Account	Check	1137478	10/01/25	Accounts Payable	SARAH MAE BEGAY	205.00
NBAZ - Warrant Clearing Account	Check	1137479	10/01/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	559.20
NBAZ - Warrant Clearing Account	Check	1137480	10/01/25	Accounts Payable	BOOT BARN	1,259.12
NBAZ - Warrant Clearing Account	Check	1137481	10/01/25	Accounts Payable	BURNHAM - IFF LLC	1,020.00
NBAZ - Warrant Clearing Account	Check	1137482	10/01/25	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	37,678.95
NBAZ - Warrant Clearing Account	Check	1137483	10/01/25	Accounts Payable	CDW GOVERNMENT LLC	8,353.56
NBAZ - Warrant Clearing Account	Check	1137484	10/01/25	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	6,786.00
NBAZ - Warrant Clearing Account	Check	1137485	10/01/25	Accounts Payable	CONDITIONED RESPONSE TRAINING	450.00
NBAZ - Warrant Clearing Account	Check	1137486	10/01/25	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	136.79
NBAZ - Warrant Clearing Account	Check	1137487	10/01/25	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	350.00
NBAZ - Warrant Clearing Account	Check	1137488	10/01/25	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	755.90
NBAZ - Warrant Clearing Account	Check	1137489	10/01/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1137490	10/01/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	388.08
NBAZ - Warrant Clearing Account	Check	1137491	10/01/25	Accounts Payable	DELTA TIRE LLC	758.86

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137492	10/01/25	Accounts Payable	DESERT OASIS APTS LLC	190.00
NBAZ - Warrant Clearing Account	Check	1137493	10/01/25	Accounts Payable	DIRECTV LLC	92.99
NBAZ - Warrant Clearing Account	Check	1137494	10/01/25	Accounts Payable	DISCOUNT TIRE	1,939.18
NBAZ - Warrant Clearing Account	Check	1137495	10/01/25	Accounts Payable	DISH NETWORK	162.31
NBAZ - Warrant Clearing Account	Check	1137496	10/01/25	Accounts Payable	DK HARDWARE SUPPLY LLC	2,544.58
NBAZ - Warrant Clearing Account	Check	1137497	10/01/25	Accounts Payable	EMPIRE MACHINERY	944.13
NBAZ - Warrant Clearing Account	Check	1137498	10/01/25	Accounts Payable	FLEET PRIDE	1,233.84
NBAZ - Warrant Clearing Account	Check	1137499	10/01/25	Accounts Payable	FRONTIER	76.47
NBAZ - Warrant Clearing Account	Check	1137500	10/01/25	Accounts Payable	FRONTIER	24.71
NBAZ - Warrant Clearing Account	Check	1137501	10/01/25	Accounts Payable	FRONTIER	214.72
NBAZ - Warrant Clearing Account	Check	1137502	10/01/25	Accounts Payable	FRONTIER	126.25
NBAZ - Warrant Clearing Account	Check	1137503	10/01/25	Accounts Payable	FRONTIER	426.46
NBAZ - Warrant Clearing Account	Check	1137504	10/01/25	Accounts Payable	FRONTIER	261.91
NBAZ - Warrant Clearing Account	Check	1137505	10/01/25	Accounts Payable	FRONTIER	131.79
NBAZ - Warrant Clearing Account	Check	1137506	10/01/25	Accounts Payable	FRONTIER	201.54
NBAZ - Warrant Clearing Account	Check	1137507	10/01/25	Accounts Payable	GOLIGHTLY TIRE	3,318.71
NBAZ - Warrant Clearing Account	Check	1137508	10/01/25	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	263.00
NBAZ - Warrant Clearing Account	Check	1137509	10/01/25	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	47.74
NBAZ - Warrant Clearing Account	Check	1137510	10/01/25	Accounts Payable	HILLYARD/FLAGSTAFF	2,279.26
NBAZ - Warrant Clearing Account	Check	1137511	10/01/25	Accounts Payable	HOME DEPOT ACCT 7600	398.06
NBAZ - Warrant Clearing Account	Check	1137512	10/01/25	Accounts Payable	HOME DEPOT ACCT 4118	123.57
NBAZ - Warrant Clearing Account	Check	1137513	10/01/25	Accounts Payable	HOPPER SPECIALTY INC	365.18
NBAZ - Warrant Clearing Account	Check	1137514	10/01/25	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	343.87
NBAZ - Warrant Clearing Account	Check	1137515	10/01/25	Accounts Payable	KIRKPATRICK LEATHER	23.50
NBAZ - Warrant Clearing Account	Check	1137516	10/01/25	Accounts Payable	KONICA MINOLTA	43.69
NBAZ - Warrant Clearing Account	Check	1137517	10/01/25	Accounts Payable	LANGUAGE LINE SERVICES INC	530.93
NBAZ - Warrant Clearing Account	Check	1137518	10/01/25	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	982.69
NBAZ - Warrant Clearing Account	Check	1137519	10/01/25	Accounts Payable	LINGO	137.62
NBAZ - Warrant Clearing Account	Check	1137520	10/01/25	Accounts Payable	LOWES COMPANIES INC	196.14
NBAZ - Warrant Clearing Account	Check	1137521	10/01/25	Accounts Payable	MCKESSON MEDICAL SURGICAL	229.83
NBAZ - Warrant Clearing Account	Check	1137522	10/01/25	Accounts Payable	NAPA	293.03
NBAZ - Warrant Clearing Account	Check	1137523	10/01/25	Accounts Payable	NATIONAL ASSOCIATION OF COUNTIES	1,320.00
NBAZ - Warrant Clearing Account	Check	1137524	10/01/25	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	9,253.41
NBAZ - Warrant Clearing Account	Check	1137525	10/01/25	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	120.00
NBAZ - Warrant Clearing Account	Check	1137526	10/01/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	380.24
NBAZ - Warrant Clearing Account	Check	1137527	10/01/25	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,465.12
NBAZ - Warrant Clearing Account	Check	1137528	10/01/25	Accounts Payable	NORTHEAST ARIZONA TRAINING CENTER INC	2,500.00
NBAZ - Warrant Clearing Account	Check	1137529	10/01/25	Accounts Payable	NTUA WIRELESS, LLC	5,220.02

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137530	10/01/25	Accounts Payable	O'REILLY AUTO PARTS	1,244.69
NBAZ - Warrant Clearing Account	Check	1137531	10/01/25	Accounts Payable	ORKIN PEST CONTROL	302.10
NBAZ - Warrant Clearing Account	Check	1137532	10/01/25	Accounts Payable	PINAL COUNTY ARIZONA	298.00
NBAZ - Warrant Clearing Account	Check	1137533	10/01/25	Accounts Payable	QUALITY CARQUEST	304.75
NBAZ - Warrant Clearing Account	Check	1137534	10/01/25	Accounts Payable	QUILL CORP	1,733.22
NBAZ - Warrant Clearing Account	Check	1137535	10/01/25	Accounts Payable	RUSH TRUCK CENTER	2,904.20
NBAZ - Warrant Clearing Account	Check	1137536	10/01/25	Accounts Payable	SEAN P WILSON MD	100.00
NBAZ - Warrant Clearing Account	Check	1137537	10/01/25	Accounts Payable	SECURUS TECHNOLOGIES INC	527.73
NBAZ - Warrant Clearing Account	Check	1137538	10/01/25	Accounts Payable	SHOW LOW AUTO PARTS	87.96
NBAZ - Warrant Clearing Account	Check	1137539	10/01/25	Accounts Payable	SITECH SOUTHWEST LLC	16,085.92
NBAZ - Warrant Clearing Account	Check	1137540	10/01/25	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	214.30
NBAZ - Warrant Clearing Account	Check	1137541	10/01/25	Accounts Payable	KENADEE BELL STALEY	250.00
NBAZ - Warrant Clearing Account	Check	1137542	10/01/25	Accounts Payable	SYMBOL ARTS	761.11
NBAZ - Warrant Clearing Account	Check	1137543	10/01/25	Accounts Payable	TARTAN OIL LLC (FORMER NAME: SARATOGA)	31,910.63
NBAZ - Warrant Clearing Account	Check	1137544	10/01/25	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1137545	10/01/25	Accounts Payable	TRINITY SERVICES GROUP INC	21,110.38
NBAZ - Warrant Clearing Account	Check	1137546	10/01/25	Accounts Payable	ULINE INC	305.17
NBAZ - Warrant Clearing Account	Check	1137547	10/01/25	Accounts Payable	UNIFIRST CORPORATION	28.79
NBAZ - Warrant Clearing Account	Check	1137548	10/01/25	Accounts Payable	US POSTMASTER	78.00
NBAZ - Warrant Clearing Account	Check	1137549	10/01/25	Accounts Payable	VALLEY IMAGING SOLUTIONS	446.65
NBAZ - Warrant Clearing Account	Check	1137550	10/01/25	Accounts Payable	WASTE MANAGEMENT OF AZ	54.51
NBAZ - Warrant Clearing Account	Check	1137551	10/01/25	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	50.00
NBAZ - Warrant Clearing Account	Check	1137552	10/01/25	Accounts Payable	ANTONIA WOOD	151.15
NBAZ - Warrant Clearing Account	Check	1137553	10/01/25	Accounts Payable	MONIKA LOWERY	2,855.50
NBAZ - Warrant Clearing Account	Check	1137554	10/07/25	Accounts Payable	ALTON JOE SHEPHERD	141.40
NBAZ - Warrant Clearing Account	Check	1137555	10/07/25	Accounts Payable	NATIONAL BANK	20,037.43
NBAZ - Warrant Clearing Account	Check	1137556	10/07/25	Accounts Payable	NATIONAL BANK OF ARIZONA 2172	3,614.82
NBAZ - Warrant Clearing Account	Check	1137557	10/07/25	Accounts Payable	NATIONAL BANK OF ARIZONA 2901	1,036.53
NBAZ - Warrant Clearing Account	Check	1137558	10/07/25	Accounts Payable	STEVEN C ANDERSON	300.00
NBAZ - Warrant Clearing Account	Check	1137559	10/07/25	Accounts Payable	TEDDY BEGAY	194.00
NBAZ - Warrant Clearing Account	Check	1137560	10/07/25	Accounts Payable	MAYRA E CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1137561	10/07/25	Accounts Payable	RODGER DAHOZY	100.23
NBAZ - Warrant Clearing Account	Check	1137562	10/07/25	Accounts Payable	MATTHEW G FISH	300.00
NBAZ - Warrant Clearing Account	Check	1137563	10/07/25	Accounts Payable	STEPHANIE HANNAH	248.30
NBAZ - Warrant Clearing Account	Check	1137564	10/07/25	Accounts Payable	KLINT HEAP	300.00
NBAZ - Warrant Clearing Account	Check	1137565	10/07/25	Accounts Payable	DALLAS TYLER HOLLAND	50.38
NBAZ - Warrant Clearing Account	Check	1137566	10/07/25	Accounts Payable	ANNELL R HOUNSHELL	300.00
NBAZ - Warrant Clearing Account	Check	1137567	10/07/25	Accounts Payable	BRIAN HOUNSHELL	300.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137568	10/07/25	Accounts Payable	JOSEPH A LANGKILDE	400.00
NBAZ - Warrant Clearing Account	Check	1137569	10/07/25	Accounts Payable	NATASHA NELSON MCCASKILL	300.00
NBAZ - Warrant Clearing Account	Check	1137570	10/07/25	Accounts Payable	REITA MOORE	300.00
NBAZ - Warrant Clearing Account	Check	1137571	10/07/25	Accounts Payable	ANTONY C NOTAH	152.00
NBAZ - Warrant Clearing Account	Check	1137572	10/07/25	Accounts Payable	TOBIE KLIJESSEN OVERSON	577.57
NBAZ - Warrant Clearing Account	Check	1137573	10/07/25	Accounts Payable	KIMBERLY K PENROD	250.61
NBAZ - Warrant Clearing Account	Check	1137574	10/07/25	Accounts Payable	ROGELIO SANCHEZ	300.00
NBAZ - Warrant Clearing Account	Check	1137575	10/07/25	Accounts Payable	NICHOLAS L SEYLER	152.00
NBAZ - Warrant Clearing Account	Check	1137576	10/07/25	Accounts Payable	JOE SHIRLEY JR	108.97
NBAZ - Warrant Clearing Account	Check	1137577	10/07/25	Accounts Payable	CHERYL STRADLING	1,052.26
NBAZ - Warrant Clearing Account	Check	1137578	10/07/25	Accounts Payable	JESSE THOMAS	300.00
NBAZ - Warrant Clearing Account	Check	1137579	10/07/25	Accounts Payable	CRAIG TSOSIE	463.28
NBAZ - Warrant Clearing Account	Check	1137580	10/07/25	Accounts Payable	ELISA YOLANDA VALENCIA	300.00
NBAZ - Warrant Clearing Account	Check	1137581	10/07/25	Accounts Payable	HEATHER VAN DER NOORD	300.00
NBAZ - Warrant Clearing Account	Check	1137582	10/07/25	Accounts Payable	RITA VAUGHAN	400.00
NBAZ - Warrant Clearing Account	Check	1137583	10/07/25	Accounts Payable	CODY MERRILL WAITE	89.06
NBAZ - Warrant Clearing Account	Check	1137584	10/07/25	Accounts Payable	DELANA WAITE	300.00
NBAZ - Warrant Clearing Account	Check	1137585	10/07/25	Accounts Payable	GARRET LEE WHITTING	300.00
NBAZ - Warrant Clearing Account	Check	1137586	10/07/25	Accounts Payable	JOYCLYNN WHITTING	300.00
NBAZ - Warrant Clearing Account	Check	1137587	10/07/25	Accounts Payable	SAMUEL A WOOD	1,728.30
NBAZ - Warrant Clearing Account	Check	1137588	10/07/25	Accounts Payable	DERRICK YAZZIE	194.00
NBAZ - Warrant Clearing Account	Check	1137589	10/07/25	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	48,530.42
NBAZ - Warrant Clearing Account	Check	1137590	10/07/25	Accounts Payable	ALSCO INC	957.67
NBAZ - Warrant Clearing Account	Check	1137591	10/07/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	6,883.00
NBAZ - Warrant Clearing Account	Check	1137592	10/07/25	Accounts Payable	AMERICAN MEDICAL RESPONSE INC	874.16
NBAZ - Warrant Clearing Account	Check	1137593	10/07/25	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	3,456.52
NBAZ - Warrant Clearing Account	Check	1137594	10/07/25	Accounts Payable	ASHTONS REPAIR INC	73.35
NBAZ - Warrant Clearing Account	Check	1137595	10/07/25	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	6,047.32
NBAZ - Warrant Clearing Account	Check	1137596	10/07/25	Accounts Payable	AVIX ACCOUNTING	316.00
NBAZ - Warrant Clearing Account	Check	1137597	10/07/25	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,270.00
NBAZ - Warrant Clearing Account	Check	1137598	10/07/25	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	2,014.46
NBAZ - Warrant Clearing Account	Check	1137599	10/07/25	Accounts Payable	AZ SUPREME COURT	847.97
NBAZ - Warrant Clearing Account	Check	1137600	10/07/25	Accounts Payable	BACKWOODS TEES	190.93
NBAZ - Warrant Clearing Account	Check	1137601	10/07/25	Accounts Payable	BAUMAN HOME AND AUTO INC	200.26
NBAZ - Warrant Clearing Account	Check	1137602	10/07/25	Accounts Payable	BEACON FIRE AND SECURITY LLC	385.54
NBAZ - Warrant Clearing Account	Check	1137603	10/07/25	Accounts Payable	SARAH MAE BEGAY	290.00
NBAZ - Warrant Clearing Account	Check	1137604	10/07/25	Accounts Payable	BI INC	56.96
NBAZ - Warrant Clearing Account	Check	1137605	10/07/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	153.96

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137606	10/07/25	Accounts Payable	BOOTH LAW FIRM PLLC	212.50
NBAZ - Warrant Clearing Account	Check	1137607	10/07/25	Accounts Payable	MICHAEL T BRAGIEL	65.38
NBAZ - Warrant Clearing Account	Check	1137608	10/07/25	Accounts Payable	BREWER LAW OFFICE PLLC	10,500.00
NBAZ - Warrant Clearing Account	Check	1137609	10/07/25	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	162,086.33
NBAZ - Warrant Clearing Account	Check	1137610	10/07/25	Accounts Payable	CNA SURETY	100.00
NBAZ - Warrant Clearing Account	Check	1137611	10/07/25	Accounts Payable	COMNET WIRELESS	1,900.00
NBAZ - Warrant Clearing Account	Check	1137612	10/07/25	Accounts Payable	CORDANT HEALTH SOLUTIONS	3,631.67
NBAZ - Warrant Clearing Account	Check	1137613	10/07/25	Accounts Payable	DAVIS TRUE VALUE HARDWARE	114.53
NBAZ - Warrant Clearing Account	Check	1137614	10/07/25	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	1,130.81
NBAZ - Warrant Clearing Account	Check	1137615	10/07/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1137616	10/07/25	Accounts Payable	DELL COMPUTER CORPORATION	3,638.68
NBAZ - Warrant Clearing Account	Check	1137617	10/07/25	Accounts Payable	DELTA TIRE LLC	495.84
NBAZ - Warrant Clearing Account	Check	1137618	10/07/25	Accounts Payable	DISH NETWORK	153.22
NBAZ - Warrant Clearing Account	Check	1137619	10/07/25	Accounts Payable	DITTSY PIZZA AND PIE	119.44
NBAZ - Warrant Clearing Account	Check	1137620	10/07/25	Accounts Payable	CAREY D DOBSON	58.58
NBAZ - Warrant Clearing Account	Check	1137621	10/07/25	Accounts Payable	CASSEY RAE DREW	2,900.00
NBAZ - Warrant Clearing Account	Check	1137622	10/07/25	Accounts Payable	PJ E EDWARDS-RAY	200.00
NBAZ - Warrant Clearing Account	Check	1137623	10/07/25	Accounts Payable	EM HALE LAW	1,280.00
NBAZ - Warrant Clearing Account	Check	1137624	10/07/25	Accounts Payable	EMPIRE MACHINERY	1,570.77
NBAZ - Warrant Clearing Account	Check	1137625	10/07/25	Accounts Payable	FLAGSTAFF BUSINESS SOLUTIONS LLC	600.00
NBAZ - Warrant Clearing Account	Check	1137626	10/07/25	Accounts Payable	JEREMY FORD	282.20
NBAZ - Warrant Clearing Account	Check	1137627	10/07/25	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	251.57
NBAZ - Warrant Clearing Account	Check	1137628	10/07/25	Accounts Payable	REDACTED	450.00
NBAZ - Warrant Clearing Account	Check	1137629	10/07/25	Accounts Payable	GALLUP BLUEPRINT	1,198.00
NBAZ - Warrant Clearing Account	Check	1137630	10/07/25	Accounts Payable	GALLUP WATER WORKS	187.25
NBAZ - Warrant Clearing Account	Check	1137631	10/07/25	Accounts Payable	GLAXO SMITHKLINE PHARMACY	6,458.76
NBAZ - Warrant Clearing Account	Check	1137632	10/07/25	Accounts Payable	KLINT HEAP	1,389.54
NBAZ - Warrant Clearing Account	Check	1137633	10/07/25	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	21.81
NBAZ - Warrant Clearing Account	Check	1137634	10/07/25	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	59.06
NBAZ - Warrant Clearing Account	Check	1137635	10/07/25	Accounts Payable	HILLYARD/FLAGSTAFF	1,343.76
NBAZ - Warrant Clearing Account	Check	1137636	10/07/25	Accounts Payable	HOME DEPOT ACCT 7600	942.26
NBAZ - Warrant Clearing Account	Check	1137637	10/07/25	Accounts Payable	DENNISE L JONES	4,771.25
NBAZ - Warrant Clearing Account	Check	1137638	10/07/25	Accounts Payable	LANGUAGE LINE SERVICES INC	51.46
NBAZ - Warrant Clearing Account	Check	1137639	10/07/25	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	1,499.40
NBAZ - Warrant Clearing Account	Check	1137640	10/07/25	Accounts Payable	REDACTED	2,031.02
NBAZ - Warrant Clearing Account	Check	1137641	10/07/25	Accounts Payable	LAURA LETICIA LOGAN	138.35
NBAZ - Warrant Clearing Account	Check	1137642	10/07/25	Accounts Payable	MASS TRANSCRIPTIONS	206.90
NBAZ - Warrant Clearing Account	Check	1137643	10/07/25	Accounts Payable	ERIC MCNEIL	150.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137644	10/07/25	Accounts Payable	MISSION UNIFORM & LINEN	183.57
NBAZ - Warrant Clearing Account	Check	1137645	10/07/25	Accounts Payable	NAPA	11.23
NBAZ - Warrant Clearing Account	Check	1137646	10/07/25	Accounts Payable	NATIONAL PEN CO LLC	398.04
NBAZ - Warrant Clearing Account	Check	1137647	10/07/25	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	131.44
NBAZ - Warrant Clearing Account	Check	1137648	10/07/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	398.80
NBAZ - Warrant Clearing Account	Check	1137649	10/07/25	Accounts Payable	NAVAJO WESTERNERS	81.46
NBAZ - Warrant Clearing Account	Check	1137650	10/07/25	Accounts Payable	NAVAPACHE CHEM-DRY	340.95
NBAZ - Warrant Clearing Account	Check	1137651	10/07/25	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	1,040.00
NBAZ - Warrant Clearing Account	Check	1137652	10/07/25	Accounts Payable	O'REILLY AUTO PARTS	350.87
NBAZ - Warrant Clearing Account	Check	1137653	10/07/25	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	381.00
NBAZ - Warrant Clearing Account	Check	1137654	10/07/25	Accounts Payable	PELTON INTERACTIVE INC	1,152.10
NBAZ - Warrant Clearing Account	Check	1137655	10/07/25	Accounts Payable	PERFECT PRINTZ LLC	138.21
NBAZ - Warrant Clearing Account	Check	1137656	10/07/25	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	154.16
NBAZ - Warrant Clearing Account	Check	1137657	10/07/25	Accounts Payable	ROBERT CRAIG POLLOCK	63.56
NBAZ - Warrant Clearing Account	Check	1137658	10/07/25	Accounts Payable	QUILL CORP	876.56
NBAZ - Warrant Clearing Account	Check	1137659	10/07/25	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	10,500.00
NBAZ - Warrant Clearing Account	Check	1137660	10/07/25	Accounts Payable	RELIABLE BACKGROUND SCREENING	107.00
NBAZ - Warrant Clearing Account	Check	1137661	10/07/25	Accounts Payable	RHINEHART OIL CO	4,614.26
NBAZ - Warrant Clearing Account	Check	1137662	10/07/25	Accounts Payable	JODI H ROTHUSBERGER	490.00
NBAZ - Warrant Clearing Account	Check	1137663	10/07/25	Accounts Payable	SAFELITE AUTO GLASS	1,005.61
NBAZ - Warrant Clearing Account	Check	1137664	10/07/25	Accounts Payable	REDACTED	9,052.60
NBAZ - Warrant Clearing Account	Check	1137665	10/07/25	Accounts Payable	SEAN P WILSON MD	200.00
NBAZ - Warrant Clearing Account	Check	1137666	10/07/25	Accounts Payable	SEMI APPLICATIONS INC	291.00
NBAZ - Warrant Clearing Account	Check	1137667	10/07/25	Accounts Payable	REDACTED	120.00
NBAZ - Warrant Clearing Account	Check	1137668	10/07/25	Accounts Payable	REDACTED	27.30
NBAZ - Warrant Clearing Account	Check	1137669	10/07/25	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	267.57
NBAZ - Warrant Clearing Account	Check	1137670	10/07/25	Accounts Payable	SPARKLETTS WATER	13.67
NBAZ - Warrant Clearing Account	Check	1137671	10/07/25	Accounts Payable	ST JOHNS CITY	2,880.38
NBAZ - Warrant Clearing Account	Check	1137672	10/07/25	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,244.97
NBAZ - Warrant Clearing Account	Check	1137673	10/07/25	Accounts Payable	KENADEE BELL STALEY	250.00
NBAZ - Warrant Clearing Account	Check	1137674	10/07/25	Accounts Payable	TIFFANY STRLING	340.00
NBAZ - Warrant Clearing Account	Check	1137675	10/07/25	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	508.76
NBAZ - Warrant Clearing Account	Check	1137676	10/07/25	Accounts Payable	REDACTED	33.32
NBAZ - Warrant Clearing Account	Check	1137677	10/07/25	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1137678	10/07/25	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	294.51
NBAZ - Warrant Clearing Account	Check	1137679	10/07/25	Accounts Payable	THOMSON REUTERS WEST	1,545.66
NBAZ - Warrant Clearing Account	Check	1137680	10/07/25	Accounts Payable	TRIPLE R FUELS	38.51
NBAZ - Warrant Clearing Account	Check	1137681	10/07/25	Accounts Payable	VERIZON CONNECT FLEET USA LLC	80.42

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137682	10/07/25	Accounts Payable	VERIZON WIRELESS	173.34
NBAZ - Warrant Clearing Account	Check	1137683	10/07/25	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	98.42
NBAZ - Warrant Clearing Account	Check	1137684	10/07/25	Accounts Payable	WESTERN TECHNOLOGIES INC	2,540.00
NBAZ - Warrant Clearing Account	Check	1137685	10/07/25	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	271.70
NBAZ - Warrant Clearing Account	Check	1137686	10/07/25	Accounts Payable	SETH WILTBANK	361.20
NBAZ - Warrant Clearing Account	Check	1137687	10/07/25	Accounts Payable	ANTONIA WOOD	121.15
NBAZ - Warrant Clearing Account	Check	1137688	10/07/25	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	566.22
NBAZ - Warrant Clearing Account	Check	1137689	10/07/25	Accounts Payable	WRIGHT EXPRESS FSC WEX	4,715.99
NBAZ - Warrant Clearing Account	Check	1137690	10/07/25	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	441.84
NBAZ - Warrant Clearing Account	Check	1137698	10/07/25	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	198.25
NBAZ - Warrant Clearing Account	Check	1137699	10/07/25	Accounts Payable	APACHE COUNTY FSA	936.37
NBAZ - Warrant Clearing Account	Check	1137700	10/07/25	Accounts Payable	APACHE COUNTY HSA	7,396.75
NBAZ - Warrant Clearing Account	Check	1137701	10/07/25	Accounts Payable	APACHE COUNTY MEDICAL	217,210.50
NBAZ - Warrant Clearing Account	Check	1137702	10/07/25	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	182,247.20
NBAZ - Warrant Clearing Account	Check	1137703	10/07/25	Accounts Payable	ASRS LEGACY EORP	12,241.23
NBAZ - Warrant Clearing Account	Check	1137704	10/07/25	Accounts Payable	AZ STATE RETIREMENT SYSTEM	134,071.28
NBAZ - Warrant Clearing Account	Check	1137705	10/07/25	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1137706	10/07/25	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,028.42
NBAZ - Warrant Clearing Account	Check	1137707	10/07/25	Accounts Payable	CORP AOC DISABILITY	48.12
NBAZ - Warrant Clearing Account	Check	1137708	10/07/25	Accounts Payable	CORP DISABILITY	190.48
NBAZ - Warrant Clearing Account	Check	1137709	10/07/25	Accounts Payable	CORRECTIONS OFFICER RET PLAN	13,968.98
NBAZ - Warrant Clearing Account	Check	1137710	10/07/25	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	905.82
NBAZ - Warrant Clearing Account	Check	1137711	10/07/25	Accounts Payable	EODCRS DISABILITY	29.70
NBAZ - Warrant Clearing Account	Check	1137712	10/07/25	Accounts Payable	EORP LEGACY	5,686.20
NBAZ - Warrant Clearing Account	Check	1137713	10/07/25	Accounts Payable	NATIONWIDE	4,982.55
NBAZ - Warrant Clearing Account	Check	1137714	10/07/25	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,484.93
NBAZ - Warrant Clearing Account	Check	1137715	10/07/25	Accounts Payable	NATIONWIDE TRUST FSB	2,436.76
NBAZ - Warrant Clearing Account	Check	1137716	10/07/25	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1137717	10/07/25	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	12,443.66
NBAZ - Warrant Clearing Account	Check	1137718	10/07/25	Accounts Payable	PUBLIC SAFETY SHERIFF RET	14,711.08
NBAZ - Warrant Clearing Account	Check	1137719	10/07/25	Accounts Payable	RIO PUERCO AGRES	510.00
NBAZ - Warrant Clearing Account	Check	1137720	10/07/25	Accounts Payable	SECURITY BENEFIT GROUP	395.00
NBAZ - Warrant Clearing Account	Check	1137721	10/07/25	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,276.60
NBAZ - Warrant Clearing Account	Check	1137723	10/08/25	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	2.53
NBAZ - Warrant Clearing Account	Check	1137724	10/08/25	Accounts Payable	AZ STATE RETIREMENT SYSTEM	3.84
NBAZ - Warrant Clearing Account	Check	1137725	10/09/25	Accounts Payable	ESTELLE L BENALLY	118.00
NBAZ - Warrant Clearing Account	Check	1137726	10/09/25	Accounts Payable	ALTON JOE SHEPHERD	855.90
NBAZ - Warrant Clearing Account	Check	1137727	10/15/25	Accounts Payable	RYAN N PATTERSON	403.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137728	10/16/25	Accounts Payable	RAYDELL ALLISON	4.00
NBAZ - Warrant Clearing Account	Check	1137729	10/16/25	Accounts Payable	NILSON ARTIGA	957.65
NBAZ - Warrant Clearing Account	Check	1137730	10/16/25	Accounts Payable	LUCINDA L ATTAKAI	226.80
NBAZ - Warrant Clearing Account	Check	1137731	10/16/25	Accounts Payable	LUCINDA A BALOO	37.66
NBAZ - Warrant Clearing Account	Check	1137732	10/16/25	Accounts Payable	TYLER BIA	4.00
NBAZ - Warrant Clearing Account	Check	1137733	10/16/25	Accounts Payable	ALANA MARIE CASTILLO	300.00
NBAZ - Warrant Clearing Account	Check	1137734	10/16/25	Accounts Payable	GARY ALAN CIMINSKI	300.00
NBAZ - Warrant Clearing Account	Check	1137735	10/16/25	Accounts Payable	TY COMPTON	36.40
NBAZ - Warrant Clearing Account	Check	1137736	10/16/25	Accounts Payable	JULIUS ELWOOD	130.00
NBAZ - Warrant Clearing Account	Check	1137737	10/16/25	Accounts Payable	DESIREE ETSITTY	4.00
NBAZ - Warrant Clearing Account	Check	1137738	10/16/25	Accounts Payable	BRITTANY LAUREN SAMANTHA FINCH	300.00
NBAZ - Warrant Clearing Account	Check	1137739	10/16/25	Accounts Payable	PAUL HANCOCK	743.37
NBAZ - Warrant Clearing Account	Check	1137740	10/16/25	Accounts Payable	GAVIN COLE HARRIS	300.00
NBAZ - Warrant Clearing Account	Check	1137741	10/16/25	Accounts Payable	JOHN ROY HARRIS	300.00
NBAZ - Warrant Clearing Account	Check	1137742	10/16/25	Accounts Payable	DIMITRI J HERRERA	957.65
NBAZ - Warrant Clearing Account	Check	1137743	10/16/25	Accounts Payable	ROSCOE GEORGE HERRERA	19.00
NBAZ - Warrant Clearing Account	Check	1137744	10/16/25	Accounts Payable	ANNELL R HOUNSHELL	160.00
NBAZ - Warrant Clearing Account	Check	1137745	10/16/25	Accounts Payable	JOSEPH A LANGKILDE	355.00
NBAZ - Warrant Clearing Account	Check	1137746	10/16/25	Accounts Payable	REDACTED	332.90
NBAZ - Warrant Clearing Account	Check	1137747	10/16/25	Accounts Payable	JAVMIE LYNNE LEWIS-SMITH	300.00
NBAZ - Warrant Clearing Account	Check	1137748	10/16/25	Accounts Payable	ELIZABETH MCKINNEY	57.22
NBAZ - Warrant Clearing Account	Check	1137749	10/16/25	Accounts Payable	KEIRSTEN NIELSEN	1,363.12
NBAZ - Warrant Clearing Account	Check	1137750	10/16/25	Accounts Payable	KASSANDRA PAGE	300.00
NBAZ - Warrant Clearing Account	Check	1137751	10/16/25	Accounts Payable	DENNIELLE PATTERSON	300.00
NBAZ - Warrant Clearing Account	Check	1137752	10/16/25	Accounts Payable	CHRISTY RABAN	679.14
NBAZ - Warrant Clearing Account	Check	1137753	10/16/25	Accounts Payable	CHRISTOPHER SAMUEL RESARE	1,943.52
NBAZ - Warrant Clearing Account	Check	1137754	10/16/25	Accounts Payable	CAROL A ROBERTS	26.18
NBAZ - Warrant Clearing Account	Check	1137755	10/16/25	Accounts Payable	ALTON JOE SHEPHERD	1,265.80
NBAZ - Warrant Clearing Account	Check	1137756	10/16/25	Accounts Payable	MONICA VALLEIOS	300.00
NBAZ - Warrant Clearing Account	Check	1137757	10/16/25	Accounts Payable	DELANA WAITE	160.00
NBAZ - Warrant Clearing Account	Check	1137758	10/16/25	Accounts Payable	CHRISTINE WAUNIKA	4.00
NBAZ - Warrant Clearing Account	Check	1137759	10/16/25	Accounts Payable	GARRET LEE WHITTING	103.00
NBAZ - Warrant Clearing Account	Check	1137760	10/16/25	Accounts Payable	DEVIN WOOD	300.00
NBAZ - Warrant Clearing Account	Check	1137761	10/16/25	Accounts Payable	SAMUEL A WOOD	300.00
NBAZ - Warrant Clearing Account	Check	1137762	10/16/25	Accounts Payable	ANTHONY BOWLER	216.87
NBAZ - Warrant Clearing Account	Check	1137763	10/16/25	Accounts Payable	MICHAEL JAMES SWOPE	90.00
NBAZ - Warrant Clearing Account	Check	1137764	10/16/25	Accounts Payable	ADVANCED AIR SYSTEMS LLC	6,951.00
NBAZ - Warrant Clearing Account	Check	1137765	10/16/25	Accounts Payable	ALL COPY PRODUCTS	7,014.81

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137766	10/16/25	Accounts Payable	ALL PRO PUMPING & SERVICES LLC	600.00
NBAZ - Warrant Clearing Account	Check	1137767	10/16/25	Accounts Payable	ALLEGRA	777.59
NBAZ - Warrant Clearing Account	Check	1137768	10/16/25	Accounts Payable	ALPINE WATER AND SANITARY	178.44
NBAZ - Warrant Clearing Account	Check	1137769	10/16/25	Accounts Payable	ALSCO INC	1,904.43
NBAZ - Warrant Clearing Account	Check	1137770	10/16/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	8,894.20
NBAZ - Warrant Clearing Account	Check	1137771	10/16/25	Accounts Payable	AMERICAN FIRE EQUIPMENT (HILLER)	705.54
NBAZ - Warrant Clearing Account	Check	1137772	10/16/25	Accounts Payable	APACHE COUNTY	218.94
NBAZ - Warrant Clearing Account	Check	1137773	10/16/25	Accounts Payable	APACHE COUNTY	59.36
NBAZ - Warrant Clearing Account	Check	1137774	10/16/25	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	85,868.86
NBAZ - Warrant Clearing Account	Check	1137775	10/16/25	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	660.00
NBAZ - Warrant Clearing Account	Check	1137776	10/16/25	Accounts Payable	BAUMAN HOME AND AUTO INC	1,142.88
NBAZ - Warrant Clearing Account	Check	1137777	10/16/25	Accounts Payable	BEACON FIRE AND SECURITY LLC	1,640.50
NBAZ - Warrant Clearing Account	Check	1137778	10/16/25	Accounts Payable	SARAH MAE BEGAY	285.00
NBAZ - Warrant Clearing Account	Check	1137779	10/16/25	Accounts Payable	BEST TINTING AND AUTO GLASS	1,493.43
NBAZ - Warrant Clearing Account	Check	1137780	10/16/25	Accounts Payable	BLACKSTONE AUDIO INC	45.44
NBAZ - Warrant Clearing Account	Check	1137781	10/16/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,789.50
NBAZ - Warrant Clearing Account	Check	1137782	10/16/25	Accounts Payable	BLUE LINE TOWING	460.00
NBAZ - Warrant Clearing Account	Check	1137783	10/16/25	Accounts Payable	BOB BARKER COMPANY INC	273.24
NBAZ - Warrant Clearing Account	Check	1137784	10/16/25	Accounts Payable	BOOT BARN	195.16
NBAZ - Warrant Clearing Account	Check	1137785	10/16/25	Accounts Payable	BROWN'S PARTSMASTER INC	234.23
NBAZ - Warrant Clearing Account	Check	1137786	10/16/25	Accounts Payable	BURNHAM - JFP LLC	1,913.10
NBAZ - Warrant Clearing Account	Check	1137787	10/16/25	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	1,392.23
NBAZ - Warrant Clearing Account	Check	1137788	10/16/25	Accounts Payable	CEDAR GROVE WATER CO	154.65
NBAZ - Warrant Clearing Account	Check	1137789	10/16/25	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	49.22
NBAZ - Warrant Clearing Account	Check	1137790	10/16/25	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	336.00
NBAZ - Warrant Clearing Account	Check	1137791	10/16/25	Accounts Payable	COUNTRY COMFORT HOLDINGS LLC	287.15
NBAZ - Warrant Clearing Account	Check	1137792	10/16/25	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	182.83
NBAZ - Warrant Clearing Account	Check	1137793	10/16/25	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	11,890.00
NBAZ - Warrant Clearing Account	Check	1137794	10/16/25	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	354.96
NBAZ - Warrant Clearing Account	Check	1137795	10/16/25	Accounts Payable	DAVIS TRUE VALUE HARDWARE	14.15
NBAZ - Warrant Clearing Account	Check	1137796	10/16/25	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	224.66
NBAZ - Warrant Clearing Account	Check	1137797	10/16/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	242.18
NBAZ - Warrant Clearing Account	Check	1137798	10/16/25	Accounts Payable	DELL COMPUTER CORPORATION	9,486.68
NBAZ - Warrant Clearing Account	Check	1137799	10/16/25	Accounts Payable	DELTA TIRE LLC	71.49
NBAZ - Warrant Clearing Account	Check	1137800	10/16/25	Accounts Payable	DIAMOND C FEEDS	104.71
NBAZ - Warrant Clearing Account	Check	1137801	10/16/25	Accounts Payable	DIESEL LAPTOPS LLC	4,321.15
NBAZ - Warrant Clearing Account	Check	1137802	10/16/25	Accounts Payable	PJ E EDWARDS-RAY	125.00
NBAZ - Warrant Clearing Account	Check	1137803	10/16/25	Accounts Payable	EL CUPIDOS EXPRESS	175.57

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137804	10/16/25	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	64.84
NBAZ - Warrant Clearing Account	Check	1137805	10/16/25	Accounts Payable	EMPIRE MACHINERY	3,169.02
NBAZ - Warrant Clearing Account	Check	1137806	10/16/25	Accounts Payable	ESRI INC	31,966.30
NBAZ - Warrant Clearing Account	Check	1137807	10/16/25	Accounts Payable	FERRELLGAS	55.09
NBAZ - Warrant Clearing Account	Check	1137808	10/16/25	Accounts Payable	FLAKE LEGAL PLLC	10,500.00
NBAZ - Warrant Clearing Account	Check	1137809	10/16/25	Accounts Payable	FLEET PRIDE	2,083.44
NBAZ - Warrant Clearing Account	Check	1137810	10/16/25	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	149.66
NBAZ - Warrant Clearing Account	Check	1137811	10/16/25	Accounts Payable	FRANK'S SUPPLY COMPANY INC	205.02
NBAZ - Warrant Clearing Account	Check	1137812	10/16/25	Accounts Payable	FRONTIER	353.39
NBAZ - Warrant Clearing Account	Check	1137813	10/16/25	Accounts Payable	FRONTIER	9.53
NBAZ - Warrant Clearing Account	Check	1137814	10/16/25	Accounts Payable	FRONTIER	1.28
NBAZ - Warrant Clearing Account	Check	1137815	10/16/25	Accounts Payable	FRONTIER	148.14
NBAZ - Warrant Clearing Account	Check	1137816	10/16/25	Accounts Payable	FRONTIER	161.57
NBAZ - Warrant Clearing Account	Check	1137817	10/16/25	Accounts Payable	FRONTIER	806.01
NBAZ - Warrant Clearing Account	Check	1137818	10/16/25	Accounts Payable	FRONTIER	373.22
NBAZ - Warrant Clearing Account	Check	1137819	10/16/25	Accounts Payable	FRONTIER	5.25
NBAZ - Warrant Clearing Account	Check	1137820	10/16/25	Accounts Payable	FRONTIER	199.02
NBAZ - Warrant Clearing Account	Check	1137821	10/16/25	Accounts Payable	FRONTIER	199.26
NBAZ - Warrant Clearing Account	Check	1137822	10/16/25	Accounts Payable	FRONTIER	128.45
NBAZ - Warrant Clearing Account	Check	1137823	10/16/25	Accounts Payable	FRONTIER	4,934.60
NBAZ - Warrant Clearing Account	Check	1137824	10/16/25	Accounts Payable	FUTURE TIRE	2,358.26
NBAZ - Warrant Clearing Account	Check	1137825	10/16/25	Accounts Payable	GILA BROADBAND	740.00
NBAZ - Warrant Clearing Account	Check	1137826	10/16/25	Accounts Payable	GO TO GLASS LLC	205.00
NBAZ - Warrant Clearing Account	Check	1137827	10/16/25	Accounts Payable	GRAINGER	5,174.48
NBAZ - Warrant Clearing Account	Check	1137828	10/16/25	Accounts Payable	GREER COMMUNITY FACILITIES	1,040.10
NBAZ - Warrant Clearing Account	Check	1137829	10/16/25	Accounts Payable	HAMBLIN LAW OFFICE PLC	10,500.00
NBAZ - Warrant Clearing Account	Check	1137830	10/16/25	Accounts Payable	HEINFELD MEECH AND CO PC	142.50
NBAZ - Warrant Clearing Account	Check	1137831	10/16/25	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	178.15
NBAZ - Warrant Clearing Account	Check	1137832	10/16/25	Accounts Payable	HILLYARD/FLAGSTAFF	1,234.58
NBAZ - Warrant Clearing Account	Check	1137833	10/16/25	Accounts Payable	INGRAM LIBRARY SERVICES	7,549.39
NBAZ - Warrant Clearing Account	Check	1137834	10/16/25	Accounts Payable	KUHILMAN PSYCHOLOGY & CONSULTING PLLC	1,500.00
NBAZ - Warrant Clearing Account	Check	1137835	10/16/25	Accounts Payable	LANGUAGE LINE SERVICES INC	38.25
NBAZ - Warrant Clearing Account	Check	1137836	10/16/25	Accounts Payable	LIVCO WATER & SEWER COMPANY HEARTHSTONE	28.60
NBAZ - Warrant Clearing Account	Check	1137837	10/16/25	Accounts Payable	LOWES #24	47.23
NBAZ - Warrant Clearing Account	Check	1137838	10/16/25	Accounts Payable	LSQ GROUP HOLDINGS LLC	4,167.85
NBAZ - Warrant Clearing Account	Check	1137839	10/16/25	Accounts Payable	MISSION UNIFORM & LINEN	183.57
NBAZ - Warrant Clearing Account	Check	1137840	10/16/25	Accounts Payable	NAPA	222.96
NBAZ - Warrant Clearing Account	Check	1137841	10/16/25	Accounts Payable	NATIONAL DISTRICT ATTORNEYS ASSOC (NDAA)	190.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137842	10/16/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,574.78
NBAZ - Warrant Clearing Account	Check	1137843	10/16/25	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	10,765.82
NBAZ - Warrant Clearing Account	Check	1137844	10/16/25	Accounts Payable	NILES RADIO	255.00
NBAZ - Warrant Clearing Account	Check	1137845	10/16/25	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	33.81
NBAZ - Warrant Clearing Account	Check	1137846	10/16/25	Accounts Payable	O'REILLY AUTO PARTS	528.34
NBAZ - Warrant Clearing Account	Check	1137847	10/16/25	Accounts Payable	ORKIN PEST CONTROL	560.74
NBAZ - Warrant Clearing Account	Check	1137848	10/16/25	Accounts Payable	OVERDRIVE INC	7,351.13
NBAZ - Warrant Clearing Account	Check	1137849	10/16/25	Accounts Payable	PLIQUIDATIONS.COM	238.16
NBAZ - Warrant Clearing Account	Check	1137850	10/16/25	Accounts Payable	MICHAEL PENROD	1,499.40
NBAZ - Warrant Clearing Account	Check	1137851	10/16/25	Accounts Payable	PERFECT PRINTZ LLC	1,130.16
NBAZ - Warrant Clearing Account	Check	1137852	10/16/25	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	509.66
NBAZ - Warrant Clearing Account	Check	1137853	10/16/25	Accounts Payable	PITNEY BOWES	394.74
NBAZ - Warrant Clearing Account	Check	1137854	10/16/25	Accounts Payable	POLARIS PHARMACY SERVICES OF WARRINGTON LLC	3,970.62
NBAZ - Warrant Clearing Account	Check	1137855	10/16/25	Accounts Payable	PROCTORFREE INC	20.00
NBAZ - Warrant Clearing Account	Check	1137856	10/16/25	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	695.00
NBAZ - Warrant Clearing Account	Check	1137857	10/16/25	Accounts Payable	QUILL CORP	3,810.27
NBAZ - Warrant Clearing Account	Check	1137858	10/16/25	Accounts Payable	NANCY QUINN	1,250.00
NBAZ - Warrant Clearing Account	Check	1137859	10/16/25	Accounts Payable	RHINEHART OIL CO	7,506.31
NBAZ - Warrant Clearing Account	Check	1137860	10/16/25	Accounts Payable	RICOH USA INC	316.33
NBAZ - Warrant Clearing Account	Check	1137861	10/16/25	Accounts Payable	RIGG LAW FIRM PLLC	423.50
NBAZ - Warrant Clearing Account	Check	1137862	10/16/25	Accounts Payable	RUSH TRUCK CENTER	1,620.48
NBAZ - Warrant Clearing Account	Check	1137863	10/16/25	Accounts Payable	SAFELITE AUTO GLASS	789.81
NBAZ - Warrant Clearing Account	Check	1137864	10/16/25	Accounts Payable	SAFEWAY INC	100.93
NBAZ - Warrant Clearing Account	Check	1137865	10/16/25	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	350.00
NBAZ - Warrant Clearing Account	Check	1137866	10/16/25	Accounts Payable	SECURUS TECHNOLOGIES INC	1,089.99
NBAZ - Warrant Clearing Account	Check	1137867	10/16/25	Accounts Payable	SENTRY FIRE PROTECTION SPECIALISTS LLC	18.33
NBAZ - Warrant Clearing Account	Check	1137868	10/16/25	Accounts Payable	SENTRY WELDING SUPPLY LLC	114.95
NBAZ - Warrant Clearing Account	Check	1137869	10/16/25	Accounts Payable	SHOW LOW AUTO PARTS	7.73
NBAZ - Warrant Clearing Account	Check	1137870	10/16/25	Accounts Payable	SHOW LOW FORD INC	1,707.23
NBAZ - Warrant Clearing Account	Check	1137871	10/16/25	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	3,397.66
NBAZ - Warrant Clearing Account	Check	1137872	10/16/25	Accounts Payable	COLLIN GLENN SMITH	600.00
NBAZ - Warrant Clearing Account	Check	1137873	10/16/25	Accounts Payable	SPARKLETT'S WATER	57.71
NBAZ - Warrant Clearing Account	Check	1137874	10/16/25	Accounts Payable	SPARKLETT'S WATER	224.74
NBAZ - Warrant Clearing Account	Check	1137875	10/16/25	Accounts Payable	SPARKLETT'S WATER	96.42
NBAZ - Warrant Clearing Account	Check	1137876	10/16/25	Accounts Payable	ST JOHNS CITY	312.66
NBAZ - Warrant Clearing Account	Check	1137877	10/16/25	Accounts Payable	KENADEE BELL STALEY	125.00
NBAZ - Warrant Clearing Account	Check	1137878	10/16/25	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	80.00
NBAZ - Warrant Clearing Account	Check	1137879	10/16/25	Accounts Payable	SUMMIT FIRE & SECURITY A-1 NATIONAL FIRE CO	1,538.86

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137880	10/16/25	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	243.74
NBAZ - Warrant Clearing Account	Check	1137881	10/16/25	Accounts Payable	THOMSON REUTERS WEST	1,687.95
NBAZ - Warrant Clearing Account	Check	1137882	10/16/25	Accounts Payable	TOWN OF EAGAR	884.63
NBAZ - Warrant Clearing Account	Check	1137883	10/16/25	Accounts Payable	TOWN OF SPRINGERVILLE	675.63
NBAZ - Warrant Clearing Account	Check	1137884	10/16/25	Accounts Payable	TUCSON CREMATION SERVICES LLC	980.08
NBAZ - Warrant Clearing Account	Check	1137885	10/16/25	Accounts Payable	UNIFIRST CORPORATION	57.58
NBAZ - Warrant Clearing Account	Check	1137886	10/16/25	Accounts Payable	UNITED INFORMATION SERVICES	185.08
NBAZ - Warrant Clearing Account	Check	1137887	10/16/25	Accounts Payable	US POSTMASTER	162.00
NBAZ - Warrant Clearing Account	Check	1137888	10/16/25	Accounts Payable	VALLEY AUTO PARTS	187.83
NBAZ - Warrant Clearing Account	Check	1137889	10/16/25	Accounts Payable	VALLEY IMAGING SOLUTIONS	8.64
NBAZ - Warrant Clearing Account	Check	1137890	10/16/25	Accounts Payable	VERIZON WIRELESS	351.05
NBAZ - Warrant Clearing Account	Check	1137891	10/16/25	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	375.51
NBAZ - Warrant Clearing Account	Check	1137892	10/16/25	Accounts Payable	WAGNER EQUIPMENT CO	53.67
NBAZ - Warrant Clearing Account	Check	1137893	10/16/25	Accounts Payable	WESTERN DRUG COMPANY	43.77
NBAZ - Warrant Clearing Account	Check	1137894	10/16/25	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	7,047.86
NBAZ - Warrant Clearing Account	Check	1137895	10/16/25	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	2,652.96
NBAZ - Warrant Clearing Account	Check	1137896	10/16/25	Accounts Payable	ANTONIA WOOD	111.15
NBAZ - Warrant Clearing Account	Check	1137897	10/16/25	Accounts Payable	XEROX CORP	81.97
NBAZ - Warrant Clearing Account	Check	1137898	10/20/25	Accounts Payable	AZ LIBRARY ASSOCIATION	275.00
NBAZ - Warrant Clearing Account	Check	1137899	10/21/25	Accounts Payable	ADVANCED AIR SYSTEMS LLC	19,804.00
NBAZ - Warrant Clearing Account	Check	1137900	10/21/25	Accounts Payable	ALSCO INC	471.66
NBAZ - Warrant Clearing Account	Check	1137901	10/21/25	Accounts Payable	AMAZON CAPITAL SERVICES INC	2,792.96
NBAZ - Warrant Clearing Account	Check	1137902	10/21/25	Accounts Payable	AMIGO CHEVROLET	187.56
NBAZ - Warrant Clearing Account	Check	1137903	10/21/25	Accounts Payable	APACHE COUNTY	200.75
NBAZ - Warrant Clearing Account	Check	1137904	10/21/25	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	249.06
NBAZ - Warrant Clearing Account	Check	1137905	10/21/25	Accounts Payable	AZ SECRETARY OF STATE	43.00
NBAZ - Warrant Clearing Account	Check	1137906	10/21/25	Accounts Payable	BATTERIES PLUS (GLENDALE/CHANDLER)	117.83
NBAZ - Warrant Clearing Account	Check	1137907	10/21/25	Accounts Payable	BAUMAN HOME AND AUTO INC	166.01
NBAZ - Warrant Clearing Account	Check	1137908	10/21/25	Accounts Payable	SARAH MAE BEGAY	435.00
NBAZ - Warrant Clearing Account	Check	1137909	10/21/25	Accounts Payable	BLUE HILLS ENVIRONMENTAL	104.58
NBAZ - Warrant Clearing Account	Check	1137910	10/21/25	Accounts Payable	BOOT BARN	98.79
NBAZ - Warrant Clearing Account	Check	1137911	10/21/25	Accounts Payable	BRAD HALL & ASSOCIATES INC	38,368.47
NBAZ - Warrant Clearing Account	Check	1137912	10/21/25	Accounts Payable	BROWNELLS	147.35
NBAZ - Warrant Clearing Account	Check	1137913	10/21/25	Accounts Payable	BURGESS LAW LLC	722.50
NBAZ - Warrant Clearing Account	Check	1137914	10/21/25	Accounts Payable	BURGESS LAW LLC	1,487.50
NBAZ - Warrant Clearing Account	Check	1137915	10/21/25	Accounts Payable	BURGESS LAW LLC	2,252.50
NBAZ - Warrant Clearing Account	Check	1137916	10/21/25	Accounts Payable	BURNHAM - IFF LLC	1,313.10
NBAZ - Warrant Clearing Account	Check	1137917	10/21/25	Accounts Payable	CDW GOVERNMENT LLC	714.73

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137918	10/21/25	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	113.45
NBAZ - Warrant Clearing Account	Check	1137919	10/21/25	Accounts Payable	CENTRAL ARIZONA SUPPLY	225.78
NBAZ - Warrant Clearing Account	Check	1137920	10/21/25	Accounts Payable	CHAMPION FORD	295.62
NBAZ - Warrant Clearing Account	Check	1137921	10/21/25	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	100.27
NBAZ - Warrant Clearing Account	Check	1137922	10/21/25	Accounts Payable	DAVIS TRUE VALUE HARDWARE	38.98
NBAZ - Warrant Clearing Account	Check	1137923	10/21/25	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	395.23
NBAZ - Warrant Clearing Account	Check	1137924	10/21/25	Accounts Payable	DELL COMPUTER CORPORATION	3,761.12
NBAZ - Warrant Clearing Account	Check	1137925	10/21/25	Accounts Payable	DELTA TIRE LLC	200.82
NBAZ - Warrant Clearing Account	Check	1137926	10/21/25	Accounts Payable	DESERT MOUNTAIN CORPORATION	16,220.83
NBAZ - Warrant Clearing Account	Check	1137927	10/21/25	Accounts Payable	DISH NETWORK	236.61
NBAZ - Warrant Clearing Account	Check	1137928	10/21/25	Accounts Payable	PJ E EDWARDS-RAY	100.00
NBAZ - Warrant Clearing Account	Check	1137929	10/21/25	Accounts Payable	EMPIRE MACHINERY	22.15
NBAZ - Warrant Clearing Account	Check	1137930	10/21/25	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	92.20
NBAZ - Warrant Clearing Account	Check	1137931	10/21/25	Accounts Payable	FLEET PRIDE	11,940.58
NBAZ - Warrant Clearing Account	Check	1137932	10/21/25	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	429.07
NBAZ - Warrant Clearing Account	Check	1137933	10/21/25	Accounts Payable	FRONTIER	384.47
NBAZ - Warrant Clearing Account	Check	1137934	10/21/25	Accounts Payable	FRONTIER	385.92
NBAZ - Warrant Clearing Account	Check	1137935	10/21/25	Accounts Payable	FRONTIER	201.41
NBAZ - Warrant Clearing Account	Check	1137936	10/21/25	Accounts Payable	FRONTIER	121.75
NBAZ - Warrant Clearing Account	Check	1137937	10/21/25	Accounts Payable	FRONTIER	202.80
NBAZ - Warrant Clearing Account	Check	1137938	10/21/25	Accounts Payable	FRONTIER	381.99
NBAZ - Warrant Clearing Account	Check	1137939	10/21/25	Accounts Payable	FRONTIER	1,588.38
NBAZ - Warrant Clearing Account	Check	1137940	10/21/25	Accounts Payable	FRONTIER	127.11
NBAZ - Warrant Clearing Account	Check	1137941	10/21/25	Accounts Payable	FRONTIER	143.94
NBAZ - Warrant Clearing Account	Check	1137942	10/21/25	Accounts Payable	FRONTIER	77.38
NBAZ - Warrant Clearing Account	Check	1137943	10/21/25	Accounts Payable	FRONTIER	123.50
NBAZ - Warrant Clearing Account	Check	1137944	10/21/25	Accounts Payable	FRONTIER	101.96
NBAZ - Warrant Clearing Account	Check	1137945	10/21/25	Accounts Payable	FRONTIER	410.02
NBAZ - Warrant Clearing Account	Check	1137946	10/21/25	Accounts Payable	FUTURE TIRE	6,208.68
NBAZ - Warrant Clearing Account	Check	1137947	10/21/25	Accounts Payable	GI LA BROADBAND	740.00
NBAZ - Warrant Clearing Account	Check	1137948	10/21/25	Accounts Payable	GRAINGER	45.65
NBAZ - Warrant Clearing Account	Check	1137949	10/21/25	Accounts Payable	HATCH TOYOTA	174.89
NBAZ - Warrant Clearing Account	Check	1137950	10/21/25	Accounts Payable	HERITAGE HUB SOLUTIONS LLC	1,743.34
NBAZ - Warrant Clearing Account	Check	1137951	10/21/25	Accounts Payable	HILL AZ GROCERY STORE/ST JOHN5 MARKET	38.66
NBAZ - Warrant Clearing Account	Check	1137952	10/21/25	Accounts Payable	HOME DEPOT ACCT 7600	23.85
NBAZ - Warrant Clearing Account	Check	1137953	10/21/25	Accounts Payable	INGRAM LIBRARY SERVICES	4,700.89
NBAZ - Warrant Clearing Account	Check	1137954	10/21/25	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	341.32
NBAZ - Warrant Clearing Account	Check	1137955	10/21/25	Accounts Payable	MISSION UNIFORM & LINEN	191.01

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1137956	10/21/25	Accounts Payable	MODERNA US INC	19,734.46
NBAZ - Warrant Clearing Account	Check	1137957	10/21/25	Accounts Payable	NAPA	591.28
NBAZ - Warrant Clearing Account	Check	1137958	10/21/25	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	573.17
NBAZ - Warrant Clearing Account	Check	1137959	10/21/25	Accounts Payable	NAVAJO WESTERNERS	108.46
NBAZ - Warrant Clearing Account	Check	1137960	10/21/25	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	8,504.00
NBAZ - Warrant Clearing Account	Check	1137961	10/21/25	Accounts Payable	O'REILLY AUTO PARTS	3,505.76
NBAZ - Warrant Clearing Account	Check	1137962	10/21/25	Accounts Payable	OVERDRIVE INC	1,700.43
NBAZ - Warrant Clearing Account	Check	1137963	10/21/25	Accounts Payable	PCI LIQUIDATIONS.COM	1,366.24
NBAZ - Warrant Clearing Account	Check	1137964	10/21/25	Accounts Payable	PENWORTHY COMPANY	260.56
NBAZ - Warrant Clearing Account	Check	1137965	10/21/25	Accounts Payable	PRONTO BIOMEDICAL SOLUTIONS LLC	2,646.10
NBAZ - Warrant Clearing Account	Check	1137966	10/21/25	Accounts Payable	QUALITY CARQUEST	729.04
NBAZ - Warrant Clearing Account	Check	1137967	10/21/25	Accounts Payable	QUILL CORP	1,308.31
NBAZ - Warrant Clearing Account	Check	1137968	10/21/25	Accounts Payable	RB BURNHAM AND CO TRADING POST	225.00
NBAZ - Warrant Clearing Account	Check	1137969	10/21/25	Accounts Payable	READING TRUCK EQUIPMENT LLC	401.34
NBAZ - Warrant Clearing Account	Check	1137970	10/21/25	Accounts Payable	RHINEHART OIL CO	1,380.38
NBAZ - Warrant Clearing Account	Check	1137971	10/21/25	Accounts Payable	RICOH USA INC	20.00
NBAZ - Warrant Clearing Account	Check	1137972	10/21/25	Accounts Payable	RUSH TRUCK CENTER	551.41
NBAZ - Warrant Clearing Account	Check	1137973	10/21/25	Accounts Payable	SAFELITE AUTO GLASS	942.27
NBAZ - Warrant Clearing Account	Check	1137974	10/21/25	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	350.00
NBAZ - Warrant Clearing Account	Check	1137975	10/21/25	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	360.41
NBAZ - Warrant Clearing Account	Check	1137976	10/21/25	Accounts Payable	ST JOHNS CITY	83.40
NBAZ - Warrant Clearing Account	Check	1137977	10/21/25	Accounts Payable	KENADEE BELL STALEY	412.50
NBAZ - Warrant Clearing Account	Check	1137978	10/21/25	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	75.00
NBAZ - Warrant Clearing Account	Check	1137979	10/21/25	Accounts Payable	TARTAN OIL LLC (FORMER NAME: SARATOGA)	25,841.59
NBAZ - Warrant Clearing Account	Check	1137980	10/21/25	Accounts Payable	THE POUR STATION	86.72
NBAZ - Warrant Clearing Account	Check	1137981	10/21/25	Accounts Payable	TRILOGY MEDWASTE WEST LLC	401.48
NBAZ - Warrant Clearing Account	Check	1137982	10/21/25	Accounts Payable	U LINE INC	176.99
NBAZ - Warrant Clearing Account	Check	1137983	10/21/25	Accounts Payable	VALLEY AUTO PARTS	22.52
NBAZ - Warrant Clearing Account	Check	1137984	10/21/25	Accounts Payable	VALLEY IMAGING SOLUTIONS	260.52
NBAZ - Warrant Clearing Account	Check	1137985	10/21/25	Accounts Payable	VERIZON WIRELESS	929.18
NBAZ - Warrant Clearing Account	Check	1137986	10/21/25	Accounts Payable	WHITE MOUNTAIN ANIMAL CLINIC	1,160.36
NBAZ - Warrant Clearing Account	Check	1137987	10/21/25	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	763.96
NBAZ - Warrant Clearing Account	Check	1137988	10/21/25	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	50.00
NBAZ - Warrant Clearing Account	Check	1137989	10/21/25	Accounts Payable	ANTONIA WOOD	111.15
NBAZ - Warrant Clearing Account	Check	1137990	10/21/25	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	14.16
NBAZ - Warrant Clearing Account	Check	1137991	10/21/25	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	6,250.00
NBAZ - Warrant Clearing Account	Check	1137999	10/21/25	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	106.63
NBAZ - Warrant Clearing Account	Check	1138000	10/21/25	Accounts Payable	APACHE COUNTY FSA	936.37

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1138001	10/21/25	Accounts Payable	APACHE COUNTY HSA	7,686.75
NBAZ - Warrant Clearing Account	Check	1138002	10/21/25	Accounts Payable	APACHE COUNTY MEDICAL	217,821.27
NBAZ - Warrant Clearing Account	Check	1138003	10/21/25	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	176,567.46
NBAZ - Warrant Clearing Account	Check	1138004	10/21/25	Accounts Payable	ASRS LEGACY EORP	12,241.23
NBAZ - Warrant Clearing Account	Check	1138005	10/21/25	Accounts Payable	AZ STATE RETIREMENT SYSTEM	135,354.99
NBAZ - Warrant Clearing Account	Check	1138006	10/21/25	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1138007	10/21/25	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,030.96
NBAZ - Warrant Clearing Account	Check	1138008	10/21/25	Accounts Payable	CORP AOC DISABILITY	48.12
NBAZ - Warrant Clearing Account	Check	1138009	10/21/25	Accounts Payable	CORP DISABILITY	206.00
NBAZ - Warrant Clearing Account	Check	1138010	10/21/25	Accounts Payable	CORRECTIONS OFFICER RET PLAN	15,229.39
NBAZ - Warrant Clearing Account	Check	1138011	10/21/25	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	905.82
NBAZ - Warrant Clearing Account	Check	1138012	10/21/25	Accounts Payable	EODCRS DISABILITY	29.70
NBAZ - Warrant Clearing Account	Check	1138013	10/21/25	Accounts Payable	EORP LEGACY	5,686.20
NBAZ - Warrant Clearing Account	Check	1138014	10/21/25	Accounts Payable	NATIONWIDE	5,188.35
NBAZ - Warrant Clearing Account	Check	1138015	10/21/25	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,484.93
NBAZ - Warrant Clearing Account	Check	1138016	10/21/25	Accounts Payable	NATIONWIDE TRUST FSB	2,439.27
NBAZ - Warrant Clearing Account	Check	1138017	10/21/25	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1138018	10/21/25	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	12,443.66
NBAZ - Warrant Clearing Account	Check	1138019	10/21/25	Accounts Payable	PUBLIC SAFETY SHERIFF RET	14,872.32
NBAZ - Warrant Clearing Account	Check	1138020	10/21/25	Accounts Payable	RIO PUERCO ACRES	510.00
NBAZ - Warrant Clearing Account	Check	1138021	10/21/25	Accounts Payable	SECURITY BENEFIT GROUP	195.00
NBAZ - Warrant Clearing Account	Check	1138022	10/21/25	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,276.60
NBAZ - Warrant Clearing Account	Check	1138023	10/22/25	Accounts Payable	LUCINDA A BALOO	19.96
NBAZ - Warrant Clearing Account	Check	1138024	10/22/25	Accounts Payable	JASMINE G BLACKWATER-NVGRN	538.00
NBAZ - Warrant Clearing Account	Check	1138025	10/22/25	Accounts Payable	GLORIA BOWMAN	311.36
NBAZ - Warrant Clearing Account	Check	1138026	10/22/25	Accounts Payable	ALBERT N CLARK	228.90
NBAZ - Warrant Clearing Account	Check	1138027	10/22/25	Accounts Payable	RODGER DAHOZY	121.46
NBAZ - Warrant Clearing Account	Check	1138028	10/22/25	Accounts Payable	TINA DAWES	7.75
NBAZ - Warrant Clearing Account	Check	1138029	10/22/25	Accounts Payable	JOHN ROBERT ENGLER	59.89
NBAZ - Warrant Clearing Account	Check	1138030	10/22/25	Accounts Payable	MONICA GARCIA	376.64
NBAZ - Warrant Clearing Account	Check	1138031	10/22/25	Accounts Payable	BARBARA J GOMEZ	448.74
NBAZ - Warrant Clearing Account	Check	1138032	10/22/25	Accounts Payable	BAILEY HESSON	63.40
NBAZ - Warrant Clearing Account	Check	1138033	10/22/25	Accounts Payable	TOMMY KIRK	365.00
NBAZ - Warrant Clearing Account	Check	1138034	10/22/25	Accounts Payable	SUSAN KOCH	23.15
NBAZ - Warrant Clearing Account	Check	1138035	10/22/25	Accounts Payable	NATASHA NELSON MCCASKILL	62.58
NBAZ - Warrant Clearing Account	Check	1138036	10/22/25	Accounts Payable	JASON WAYNE MOORE	2,782.52
NBAZ - Warrant Clearing Account	Check	1138037	10/22/25	Accounts Payable	LARRY NOBLE	152.00
NBAZ - Warrant Clearing Account	Check	1138038	10/22/25	Accounts Payable	THOMAS JOHN PAUL	286.00

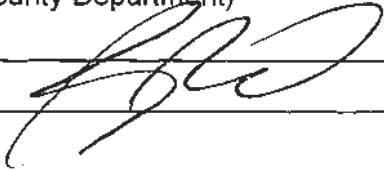
Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1138039	10/22/25	Accounts Payable	TINA PADILLA	12.77
NBAZ - Warrant Clearing Account	Check	1138040	10/22/25	Accounts Payable	DENNIELLE PATTERSON	110.95
NBAZ - Warrant Clearing Account	Check	1138041	10/22/25	Accounts Payable	CHRISTOPHER SAMUEL RESARE	412.79
NBAZ - Warrant Clearing Account	Check	1138042	10/22/25	Accounts Payable	DANNEE F ROAN	349.87
NBAZ - Warrant Clearing Account	Check	1138043	10/22/25	Accounts Payable	JOE SHIRLEY JR	190.40
NBAZ - Warrant Clearing Account	Check	1138044	10/22/25	Accounts Payable	JESSE THOMAS	150.41
NBAZ - Warrant Clearing Account	Check	1138045	10/22/25	Accounts Payable	CRAIG TSOSIE	684.47
NBAZ - Warrant Clearing Account	Check	1138046	10/22/25	Accounts Payable	CODY MERRILL WAITE	54.38
NBAZ - Warrant Clearing Account	Check	1138047	10/22/25	Accounts Payable	BRANCH BUSTERS SERVICES LLC	8,000.00
NBAZ - Warrant Clearing Account	Check	1138048	10/22/25	Accounts Payable	CATERPILLAR FINANCIAL SERVICES CORPORATION	162,086.32
NBAZ - Warrant Clearing Account	Check	1138049	10/22/25	Accounts Payable	PREMIUM PROPANE LLC	509.86

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

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

County Manager _____

Date/Signature: _____

10/27/25 

Request approval of minutes dated October 7, 2025.

BOS Meeting Date 11/4/25

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS' MEETING

October 7, 2025

St. Johns, Arizona

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

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

Keirsten Nielsen gave the invocation.

Rita Vaughan led the Pledge of Allegiance.

Chairman Davis called for the Public Health Services District items.

Kimberly Cole, Health Director, requested approval of an agreement for flu and pneumonia vaccination services between the Apache County Public Health Services District, the Arizona Local Government Employee Benefit Trust (AZLGEBT) and Rural Arizona Health Group Trust (RAGHT). Amendment #5 replacing Section III (A), Section II (5), Exhibit A and Exhibit B, effective 9/15/2025. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Kimberly Cole, Health Director, requested approval of a grant with the Governor's Office of Highway Safety, effective October 1, 2025, through September 30, 2026, in the amount of \$22,048 to purchase car seats and provide education for proper installation and was budgeted for in FY26. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Mr. Shepherd asked for a report to show how the previous grant from the Governor's Office was utilized. Vote was unanimous.

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

Chairman Davis called for the Library District item.

Keirsten Nielsen, Library Director and possible approval to close District Libraries on Friday, December 26, 2025, and Saturday, December 27, 2025, due to low demand for library services on the days following the holiday. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

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

Chairman Davis called for the regular agenda items.

Mr. Patterson presented the Consent Items A-I and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between August 25, 2025, through September 29, 2025. Payee Amount APACHE COUNTY FSA 1,019.70 APACHE COUNTY HSA 7,216.73 APACHE COUNTY MEDICAL 216,548.03 APACHE COUNTY TAX WITHHOLDING 201,248.40 ASRS LEGACY EORP 12,241.23 AZ STATE RETIREMENT SYSTEM 135,437.04 COLONIAL LIFE AND ACCIDENT INS 1,029.69 CORRECTIONS OFFICER RET PLAN 13,935.64 EORP LEGACY 5,686.20 NATIONWIDE 5,181.26 NATIONWIDE RETIREMENT SOL EODCRS 1,484.93 NATIONWIDE TRUST FSB 2,246.59 PUBLIC SAFETY PERSONNEL 401 12,443.66 PUBLIC SAFETY SHERIFF RET 15,759.36 SUPPORT PAYMENT CLEARINGHOUSE 1,303.26 JOSHUA T CURTIS 1,100.32 AETNA LIFE INSURANCE COMPANY 8,482.10 ALLEGRA 2,090.63 AMAZON CAPITAL SERVICES INC 8,507.45 AXON ENTERPRISE INC 68,283.40 AZ SUPREME COURT 7,500.00 AZ SUPREME COURT 2,194.75 AZLGEBT 855,728.23 BEST TINTING AND AUTO GLASS 1,951.10 BRAD HALL & ASSOCIATES INC 21,640.82 BURNHAM – IFP LLC 1,313.10 CENTER FOR INTERNET SECURITY INC 1,995.00 CENTER FOR RURAL AMERICAN JUSTICE INC 50,000.00 KYLEIA CLEMENTS 2,793.76 DELL COMPUTER CORPORATION 2,159.93 CASSEY RAE DREW 3,012.50 EMPIRE MACHINERY 1,245.11 FLEET PRIDE 2,581.65 FRONTIER 1,652.68 LSQ GROUP HOLDINGS LLC 9,592.71 MCCOOK BOILER AND PUMP COMPANY 4,940.14 MCKESSON MEDICAL SURGICAL 3,010.24 NAVAJO COUNTY 5,000.00 NAVOPACHE ELECTRIC COOPERATIVE 3,205.79 PERFECT PRINTZ LLC 1,537.89 PHIL STRATTON ELECTRIC IN 2,178.00 PITNEY BOWES 2,439.04 PITNEY BOWES RESERVE ACCOUNT 10,000.00 QUILL CORP 1,621.13 NANCY QUINN 1,100.00 ROBERTS TIRE SALES INC 11,865.77 DANIEL TAYLOR 12,500.00 VERIZON WIRELESS 7,227.60 AZ SECRETARY OF STATE 3,305.04 BLUE HILLS ENVIRONMENTAL 80,200.49 CORDANT HEALTH SOLUTIONS 2,131.92 FUTURE TIRE 2,464.42 APACHE COUNTY YOUTH DEVELOPMENT FOUNDATION 1,000.00 APACHE COUNTY TAX WITHHOLDING 2,381.82 DOUGLAS LANCE PEARCE 1,352.40 ADVANCED CORRECTIONAL HEALTHCARE INC 48,530.42 AMAZON CAPITAL SERVICES INC 5,325.15 AT&T MOBILITY LLC (FIRSTNET) 6,022.51 AZ DEPT OF RISK MANAGEMENT 1,975.00 AZ SUPREME COURT 2,609.34 AZ SUPREME COURT 2,881.58 AZ SUPREME COURT 24,466.90 AZ SUPREME COURT 1,304.67 KRYSTAL BURBANK 5,608.68 CITY OF SHOW LOW 73,537.04 NORMA C CLARK 5,865.50 COMMNET WIRELESS 1,900.00 John Lucas COMMUNITY BROADBAND ADVOCATES LLC 7,730.70 DESERT MOUNTAIN CORPORATION 8,688.11 DIOCESE OF PHOENIX CATHOLIC CEMETERIES 9,500.00 DOYLES AUTO BODY INC 2,207.10 EATON SALES & SERVICE 1,800.10 EM HALE LAW 1,752.00 FLAKE LEGAL PLLC 10,500.00 FREEDOM PSYCHOLOGICAL CENTER 1,270.00 HERITAGE HUB SOLUTIONS LLC 10,658.92 HILLYARD/FLAGSTAFF 1,484.58 DENNISE L JONES 3,712.50 KARPEL COMPUTER SYSTEMS INC 2,182.00 NAVAJO TRIBAL UTILITY AUTHORITY 2,350.80

NTUA WIRELESS, LLC 5,220.02 QUILL CORP 1,784.65 RHINEHART OIL CO 6,463.96
RUSH TRUCK CENTER 6,626.50 JASMINE SHAW 4,271.23 THE AARONS COMPANY
LLC 3,000.00 TRINITY SERVICES GROUP INC 18,429.56 US POSTMASTER 1,000.00
WAGNER EQUIPMENT CO 1,650.57 WRIGHT EXPRESS FSC WEX 4,197.09
WW CLYDE & CO 4,761.52 NATIONAL BANK 33,948.65 NATIONAL BANK OF
ARIZONA 2901 1,211.97 NATIONAL BANK OF ARIZONA 3040 2,460.58 APACHE
COUNTY HSA 7,216.73 APACHE COUNTY MEDICAL 216,460.80 APACHE COUNTY
TAX WITHHOLDING 187,419.94 ASRS LEGACY EORP 12,241.23 AZ STATE
RETIREMENT SYSTEM 137,437.54 COLONIAL LIFE AND ACCIDENT INS
1,030.96 CORRECTIONS OFFICER RET PLAN 14,073.82 EORP LEGACY 5,686.20
NATIONWIDE 5,265.95 NATIONWIDE RETIREMENT SOL EODCRS 1,484.93
NATIONWIDE TRUST FSB 2,344.97 PUBLIC SAFETY PERSONNEL 401 12,443.66
PUBLIC SAFETY SHERIFF RET 17,824.57 SUPPORT PAYMENT CLEARINGHOUSE
1,276.60 KLINT HEAP 1,424.31 KYLE DOUGLAS MAYER 1,144.10 CHRISTOPHER
SAMUEL RESARE 1,134.55 AETNA LIFE INSURANCE COMPANY 8,502.45 ALLEGRA
2,037.29 ALSICO INC 1,400.36 AMAZON CAPITAL SERVICES INC 9,963.98 AZ
COUNTIES INSURANCE POOL 9,654.20 AZ DEPT OF HEALTH SERVICES 1,500.00
BOOTH LAW FIRM PLLC 1,141.83 BREWER LAW OFFICE PLLC 10,500.00
BURNHAM - IFP LLC 7,611.00 CONTROLLED FORCE INC 2,140.00 CREATIVE
MULTIMEDIA INC (CMI) 7,395.00 DOGTEAMPRO INC 1,199.00 EW PARKER
ENTERPRISES LLC 1,436.00 GALL'S INC 1,040.36 HAMBLIN LAW OFFICE PLC 10,500.00
HILLYARD/FLAGSTAFF 1,246.82 INGRAM LIBRARY SERVICES 8,039.82
INTEGRATED NETWORK ASSOCIATES LLC 2,998.10 NEWEDGE SERVICES LLC
9,450.00 OVERDRIVE INC 1,773.32 POLARIS PHARMACY SERVICES OF
WARRINGTON LLC 5,395.53 R JOHN R JOHN LEE ATTORNEY AT LAW 10,500.00
REDW LLC 4,556.00 SANOFI PASTEUR INC 2,617.97 SKAGGS PUBLIC SAFETY
UNIFORMS & EQUIPMENT 1,267.96 SOUTHERN TIRE MART LLC 1,190.59 ST JOHNS
CITY 2,922.92 SUN RIDGE SYSTEMS, INC 1,375.00 TARTAN OIL LLC (FORMER NAME:
SARATOGA) 20,852.31 THOMSON REUTERS WEST 7,213.59 WHITE MOUNTAIN
AMBULANCE SERVICE INC 1,045.15 WW CLYDE & CO 19,971.05 HERITAGE HUB
SOLUTIONS LLC 10,658.92 RODGER DAHOZY 2,376.98 HAMBLIN LAW OFFICE PLC
10,500.00 4 RIVERS EQUIPMENT LLC 3,051.69 A & E REPROGRAPHICS 1,073.00
ALLEGION STANLEY ACCESS TECHNOLOGIES LLC 2,092.35 AMAZON CAPITAL
SERVICES INC 13,087.71 AMERICAN FIRE EQUIPMENT (HILLER) 7,040.79 AMIGO
CHEVROLET 1,603.41 AZ SUPREME COURT 1,670.00 BURNHAM - IFP LLC 1,758.60
CATERPILLAR FINANCIAL SERVICES CORPORATION 105,382.53 CDW
GOVERNMENT LLC 1,338.23 CHALMERS FORD INC MHQ OF ARIZONA 2,430.16
COOL AUTOMOTIVE EQUIPMENT INC 2,331.57 DANIEL J CHRISTIANO PHD 1,000.00
DELL COMPUTER CORPORATION 5,408.40 EMPIRE MACHINERY 4,211.49
FRONTIER 5,014.39 GREER COMMUNITY FACILITIES 1,040.10 HILLYARD/
FLAGSTAFF 1,246.09 LARGO TANK & EQUIPMENT INC 3,381.38 NAPA 3,509.52
NAVAJO COUNTY FAMILY ADVOCACY CENTER 3,600.00 NAVAJO TRIBAL UTILITY
AUTHORITY 2,904.31 NAVOPACHE ELECTRIC COOPERATIVE 16,543.49 O'REILLY
AUTO PARTS 3,634.92 OVERDRIVE INC 1,023.88 PAVEMENT SEALANTS & SUPPLY
INC 3,383.40 POWERSCREEN OF NORTHERN CALIFORNIA INC 3,983.28 QUILL CORP
1,445.30 NANCY QUINN 1,725.00 REDW LLC 25,000.00 RHINEHART OIL CO 5,732.30

RUSH TRUCK CENTER 1,703.63 SOUTHERN TIRE MART LLC 2,563.56
 SPRINGERVILLE AUTOMOTIVE SERVICE 1,995.12 SUN RIDGE SYSTEMS, INC
 52,606.00 TARTAN OIL LLC (FORMER NAME: SARATOGA) 11,189.22
 THE MASTERS TOUCH LLC 33,000.00 TRUCK PRO DBA AZ BRAKE & CLUTCH
 SUPPLY 2,276.82 MONICA GARCIA 2,238.45 BARBARA J GOMEZ 2,184.57 DALLAS
 TYLER HOLLAND 1,046.44 JESSE THOMAS 1,038.18 HEATHER VAN DER NOORD
 1,038.18 NAVOPACHE ELECTRIC COOPERATIVE 2,104.41 APACHE COUNTY HAS
 7,611.73 APACHE COUNTY MEDICAL 220,612.77 APACHE COUNTY TAX
 WITHHOLDING 175,457.29 ASRS LEGACY EORP 12,241.23 AZ STATE RETIREMENT
 SYSTEM 136,483.23 COLONIAL LIFE AND ACCIDENT INS 1,030.96 CORRECTIONS
 OFFICER RET PLAN 13,968.95 EORP LEGACY 5,686.20 NATIONWIDE 4,982.58
 NATIONWIDE RETIREMENT SOL EODCRS 1,484.93 NATIONWIDE TRUST FSB2,220.72
 PUBLIC SAFETY PERSONNEL 401 12,443.66 PUBLIC SAFETY SHERIFF RET
 14,405.90 SUPPORT PAYMENT CLEARINGHOUSE 1,276.60 VANESSA LENA JIM
 1,091.50 ALLEGRA 15,200.25 AMAZON CAPITAL SERVICES INC 10,450.99
 AZLGEBT 419,620.51 BRAD HALL & ASSOCIATES INC 38,364.61 CHALMERS FORD
 INC MHQ OF ARIZONA 369,083.24 DELTA TIRE LLC 1,511.89 CASSEY RAE DREW
 2,600.00 EKOS 5,807.75 EMPIRE MACHINERY 2,184.83 EMPIRE POWER SYSTEMS AND
 EMPIRE SOUTHWEST LLC 7,084.00 FLEET PRIDE 3,682.37 FOUR CORNERS WELDING
 & GAS SUPPLY 1,129.95 FRONTIER 1,650.24 INTERNATIONAL CRITICAL INCIDENT
 STRESS FOUNDATION 1,079.00 KTNN RADIO STATION 5,088.00 LITCHFIELD
 TACTICAL LLC 1,880.00 MCKESSON MEDICAL SURGICAL 24,955.51 MH
 CONSULTING & PROJECT MANAGEMENT LLC 3,441.60 MIDWAY CHEVROLET
 64,867.73 NAPA 2,120.08 NATIONAL BUSINESS FURNITURE 2,974.94 NAVAJO TRIBAL
 UTILITY AUTHORITY 2,792.42 NAVOPACHE ELECTRIC COOPERATIVE 3,492.92
 PIMA COUNTY MEDICAL 25,000.00 QUILL CORP 1,309.94 SAFELITE AUTO GLASS
 1,156.58 ST JOHNS CITY 16,429.01 ST JOHNS EMERGENCY SERVICES 1,246.24
 TARTAN OIL LLC (FORMER NAME: SARATOGA) 23,847.97 DALE SHAWN
 TAYLOR 12,500.00 DANIEL TAYLOR 12,500.00 TOWN OF EAGAR 28,419.71
 TOWN OF SPRINGERVILLE 14,811.68 VERIZON WIRELESS 8,738.78
 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,282.96 WOODLAND BUILDING
 CENTER C/O NATIONS BEST 4,214.39 YAVAPAI COUNTY GOVERNMENT 11,850.00

Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated September 2, 2025. C. Notification of the salary for County Engineer Anthony Bowler is \$114,000 effective September 2, 2025. Human Resources: D. Sheriff's Office: Request approval to eliminate the position of Administrative Coordinator (Range 42) and create the position of Office Administrator (Range 43) and fill within the salary range. This request will not impact the FY26 budget. E. School Superintendent's Office: Request approval to hire within the range for the position of Administrative Coordinator (Range 42) due to upcoming retirement. This request will not impact the FY26 budget. F. District III -St. Johns Road Yard: Request approval to re-hire Brian Palmer, Road Maintenance Worker II at \$22.75 per hour. This is the same hourly rate of pay he previously earned. County Attorney's Office: G. Request approval to enter into an Intergovernmental Agreement with Pima County for joint prosecution. Round Valley Justice Court: H. Request approval to renew the lease agreement with Pitney Bowes for postage equipment. This will not impact the FY26 budget. Finance Department: I.

Request approval of amended Consent Order S-02-24 from the Arizona Department of Environmental Quality. Vote was unanimous for approval of Items A-I.

Heather Llamas, on behalf of Emergency Management, requested approval of an agreement between Apache County and Red Cross to use the Alpine Community Center as a shelter and/or a service delivery site for disaster victims. Ms. Llamas stated this agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Anthony Bowler, County Engineer requested approval to enter into a professional services agreement with Western Explosives Systems Company for blasting services at the Limestone Quarry, not to exceed \$100,000 and has been budgeted for in FY26. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Anthony Bowler, County Engineer, requested approval to extend the road miles 0.68 for County Road 2092. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Anthony Bowler, County Engineer, requested approval of a resolution authorizing Brian Hounshell, the Director of Emergency Management, as the Authorized Representative and Anthony Bowler, County Engineer, as the Alternate Authorized Representative for applying for public assistance for the Department of Emergency and Military Affairs. **Mr. Shirley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Matt Lovell, on behalf of the Information Technology Department, requested approval of the IT policies, Security Awareness Training and Acceptable Use, to be included in the Apache County Human Resources Policy Manual and to remove Section 7.4, Network and Internet Access Policy. **Mr. Shepherd moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson presented notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance: No action was needed or taken.

- County Supervisors Association (CSA) Policy Summit meeting on October 28, 2025 - October 30, 2025, held at the Hilton Garden Inn Pivot Point Conference Center, 310 N. Madson Avenue, Yuma, Arizona.
- Small Counties Forum on October 30, 2025, at 7:30 a.m. held at the Hilton Garden Inn Pivot Point Conference Center, 310 N. Madson Avenue, Yuma, Arizona.

Chris Resare, Chief Deputy County Attorney, presented the item for a possible executive session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) regarding the Puerco Fire District and the Ganado Fire District, followed by further discussion and possible action in open session on matters relating to the Puerco Fire District and the Ganado Fire District. **Mr. Shirley moved to go into executive session, seconded by Mr. Shepherd.** Vote was unanimous.

Executive session as held.

Mr. Shirley moved to end the executive session and resume the open meeting, seconded by Mr. Shepherd. Vote was unanimous.

Chairman Davis stated that due to irregularities and discrepancies within the Puerco and Ganado Fire Districts the Board directed the County Attorney to coordinate an investigation and look into the matter.

Chairman Daviis made the motion to direct the treasurer to stop redeeming warrants for the Puerco and Ganado Fire Districts until sufficient District funds are available and all statutory conditions are satisfied per statute §11-504, seconded by Mr. Shepherd. Vote was unanimous.

Chairman Daviis made the motion to ask the auditor general to perform an audit in the treasurer's office pertaining to the Puerco and Ganado Fire Districts, seconded by Mr. Shepherd. Vote was unanimous.

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

Mark Osterman, a resident of Vernon, addressed the board regarding the renewable energy project that will be coming before the Board of Supervisors soon. Mr. Osterman stated that the majority of the public do not want the projects in Apache County. Mr. Osterman asked what cost will be paid to the land, wildlife, the environment and the public, by bringing the renewable energy projects to the county.

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

Approved this 4th day of November, 2025.

Nelson Davis
Chairman of the Board

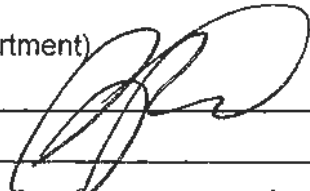
Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

County Manager

Date/Signature:


10/25/20 

Request approval to renew the lease agreement with Pitney Bowes for postage equipment. This will not impact the FY26 budget.

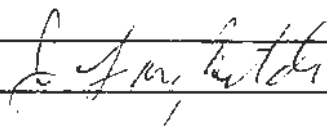
BOS Meeting Date 11/4/25

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature  10-28-25

Human Resources Review:

Signature

Other Review:

Signature

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

1	HVPS	MailCenter Power Stacker
1	HVSP	MailCenter Shipping Bundle
1	M9SS	USPS Tracking Services
1	ME1D	Meter Equipment - High
1	MT70	Platform Scale 70 LB / 35 KG
1	MW90650	Tape Moistener Asmbly - 3000 Mono
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPC-PitneyShip Mailing included w HW
1	PTJC	SPC-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SBDS	Barcode Scanner
1	SJM3	SoftGuard - 3000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYAB3	Analytics - 2 Products

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 782.36	\$ 2,347.08

**Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808:
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Marites Cisneros	marites.cisneros@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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

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

Engineering

Date/Signature October 30, 2025

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

Discussion and possible approval to purchase 2 new CAT 150-15AWD through the OMNIA contract #21286 with trade in and financed for 7 annual payments from Caterpillar Financial Services Corporation. Utilizing Dist. II funds

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: CBO

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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



Attention: Supervisor Alton Shepherd
Apache County District II
PO Box 428
St Johns, AZ 85936



*Not Actual Quoted Machine

NEW CATERPILLAR 150-15 MOTOR GRADER STANDARD EQUIPMENT

▶ Powertrain

- Dual Stage Dry Type Radial Seal Air Cleaner with Service Indicator & Automatic Dust Ejector
- Air-to-Air After Cooler (ATAAC)
- Automatic Tensioner Serpentine Belt
- Four-Wheel Hydraulic Oil Disc Brakes
- Hydraulic Demand Fan
- Automatic Lock/Unlock Differential
- Ecology Engine Oil Drain
- Electronic Over-Speed Protection
- Fuel Tank with Sediment Drain
- Sealed & Oil Cooled Multi-Disc Parking Brake
- Power-Shift Direct Drive Transmission (8F/6R)
- VHP Plus (Variable Horse-Power Plus)

▶ Electrical

- Back-Up Alarm
- 150 Amp Sealed Alternator
- 1125 CCA Heavy Duty Maintenance Free Batteries
- Ground Accessible Breaker Panel
- Electrical Hydraulic Valves
- 24V Electrical System
- Grade Control Ready (Cab, harness, software, electrical hydraulic valves, bosses & brackets)
- Reversing Lights
- LED Roof Mounted Rooding Lights
- LED Stop & Tail Lights
- Electric Starter

▶ Safety and Security

- Circle Drive Slip Clutch
- (2) Lockable Engine Compartment Doors
- (2) Lockable Service Compartment Doors
- Ground Level Engine Shutdown
- Emergency Exit Hammer
- Electric Horn
- Hydraulic Implement Lockout (for use while roading & servicing)
- 3" Retractable Seat Belt
- Secondary Steering
- Tandem Walkway/Guards

▶ Tires, Rims & Wheels

- A partial allowance for tires on 10" x 24" multi-piece rims is included in the base machine price & weight.

▶ Fluids

- Antifreeze
- Extended Life Coolant -30°F

▶ Operator Environment

- Air Conditioning with Heater
- Automatic Return to Center Articulation
- Centershift Pin Indicator
- Digital Speed & Gear Display
- Left & Right Side Doors with Wiper
- Machine Level Gauge
- Analog Gauges (inside the cab):
 - Fuel, Articulation, Engine Coolant Temperature, Engine RPM, Hydraulic Oil Temperature, & DEF/AdBlue
- Adjustable Armrests with Joystick
- Joystick Gear Selection
- Hydraulic Power Steering Joystick Controls:
 - Right/Left, Blade Lift with Float Position, Blade Sideshift & Tip, Circle Drive, Centershift, Front Wheel Lean, Articulation & Steering
- Nighttime Cab Lights
- Operator Information/Message Display
- Digital Hour Meter
- In-Cab Wide Angle Rearview Mirror
- 12V Power Port
- Entertainment Radio Ready
- ROPS Sound Suppressed Cab
- Cloth Covered Comfort Suspension Seat
- Storage Area for Cooler/Lunchbox
- Electronic Throttle Control
- Laminated Glass Windows:
 - Fixed Front Window with Intermittent Wiper
 - Door with Intermittent Wipers (3)
- Tempered Windows:
 - Left & Right Side Wipers
 - Rear Window with Intermittent Wiper
- Cab Storage

▶ Other Standard Equipment

- Brake Accumulators (Dual Certified)
- 6 Shoe Drawbar with Replaceable Wear Strips
- Ground Level Fluid Check
- SOS Ports for Engine, Hydraulic, Transmission, Coolant & Fuel
- Toolbox
- 105 Gallon Fuel Tank
- Ground Level Fueling
- 5.5 Gallon DEF/AdBlue Tank
- Hydraulic Lines for Base Functions
- High Capacity Hydraulic Pump (98cc/15 in³)
- Radiator Cleanout Access (with swing doors)
- Debris Guard

ADDITIONAL CONFIGURATION (INCLUDED IN SALE PRICE)

<u>QTY</u>	<u>REFERENCE</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>
1	5772946	150-15 AWD MG 3D READY (T5)	\$584,290
1	5674688	ENGINE, TIER IV	\$0
1	2436704	MOLDBOARD, 14' PLUS	\$2,720
1	6376813	RIPPER ARRANGEMNT	\$27,020
1	3944523	COLD WEATHER PACKAGE AWD	\$1,005
1	2337143	CUTTING EDGE, 14' BLADE	\$384
1	2337160	END BITS, OVERLAY	\$490
1	3589338	ACCUMULATORS, BLADE LIFT	\$6,200
1	3806774	PRECLEANER, NON SY-KLONE	\$0
1	6578163	TOP ADJUST DRAWBAR	\$0
1	5011163	DRAIN, HIGH SPEED, ENGINE OIL	\$380
1	3858094	BASE + 1 (RIP)	\$3,050
1	3953547	STARTER, ELEC, EXTREME DUTY	\$540
1	5369969	LIGHTS, ARM, FOLD DOWN	\$2,500
1	5532588	HEADLIGHTS, FRONT, LOW, LED	\$1,815
1	5506608	LIGHTS, ROADING, LED	\$1,650
1	3859554	CAB, PLUS (STANDARD GLASS)	\$1,470
1	3977457	CAB, PLUS (INTERIOR)	\$4,000
1	3941132	SEAT BELT W/INDICATOR	\$257
1	6410129	PRODUCT LINK, CELLULAR PLE743	\$0
1	6578175	CAT GRADE 3D READY, TOP ADJUST	\$29,450
1	4352072	CONTROL,AUTO ARTICULATION-FULL	\$2,400
1	4588701	JOYSTICK CONTROLS, ADVANCED	\$2,685
1	2497841	TIRES, 17.5R25 BS VKT * D2A MP	\$11,260
1	5402373	TANK, FUEL, STANDARD	\$0
1	5858822	FAN, STANDARD, AWD	\$0
1	5527285	LIGHTS, WORKING, PLUS, LED	\$3,445
1	5213250	CIRCLE SAVER	\$318
1	6416876	REAR CAMERA INTEGRATED DISPLAY	\$0
1	3440984	MIRRORS, OUTSIDE HEATED 24V	\$885
1	3662459	GUARD, TRANSMISSION	\$4,520
1	3236970	GUARD GP, HITCH	\$0
1	2495516	HEATER, ENGINE COOLANT, 120V	\$326
1	3676842	PUSH PLATE, COUNTERWEIGHT HD	\$7,500
1	4K3330	SHANKS/TEETH, RIPPER/SCARIFIER	\$1,861
2	6315599	TOOTH, STRAIGHT	\$1,315
1	4698157	COOLANT, 50/50, -35C (-31F)	\$0
1	0P2918	STORAGE PROTECTION	\$0
1	0P2265	ROLL ON-ROLL OFF	\$405
1	0P3978	FUEL ANTIFREEZE, -25C (-13F)	\$0
1	6496412	RADIO, CORRECTIONS, SNR434	\$3,350
		CATERPILLAR LIST PRICE	\$708,806.00

PRICING SUMMARY

CATERPILLAR LIST PRICE \$708,806.00
OMNIA CONTRACT #212816 DISCOUNT (30%) (\$212,641.80)
ADDITIONAL DEALER GOV DISCOUNT (8.8%) (~~\$62,374.93~~)
SUBTOTAL: \$433,789.27
EXTENDED WARRANTY (DETAILS BELOW): \$17,860.00
SALE PRICE: \$451,649.27

TOTAL SALES PRICE FOR TWO (2) MACHINES: \$903,298.54
LESS TRADE IN (SERIAL #EB501098): (\$370,000.00)
TRADE IN PAYOFF: \$217,378.82
SUB TOTAL: \$750,677.36
CAT FINANCE DOCUMENT FEE: \$ 650.00
FINANCE AMOUNT (QUANTITY 2 UNITS): \$751,327.36

FINANCE DETAILS:

FINANCE AMOUNT	\$751,327.36
INTEREST RATE	4.99%
ANNUAL PAYMENTS	IN ADVANCE
ANNUAL LEASE PAYMENT (not including sales tax)	\$123,628.04
PURCHAE OPTION	\$1.00

Warranty: Caterpillar Premier Warranty Coverage for 7 Years or 7,000 hours, whichever occurs first. Twelve (12) months of travel time and mileage cost for warrantable repairs is included.

Training: On-site operating and safety orientation provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

Freight: Included to St Johns, AZ. If delivery address changes, applicable charges will be accrued.

If you have any questions regarding this information, please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Greg Smith
Empire Southwest
Account Manager
(928) 532-2032
Greg.Smith@empire-cat.com
10/15/2025

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

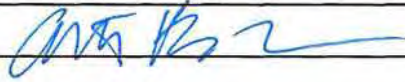
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Date/time stamp

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

Anthony Bowler, Engineering

Date/Signature: 10/30/25



Discussion and possible approval to endorse, through letters of commitment signed by the Board of Supervisors, the Concho-Snowflake Highway Cold-in-place Recycle Project and the Rural School Bus Route Enhancement and Soil Stabilization Pilot Project listed on the Northern Arizona Council of Governments Regional Priority Projects List once selected for funding.

BOS Meeting Date

11/4/25

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



Priority Project Commitment Form

NACOG's 2025 Regional Priority Projects List (RPPL) is a fiscally constrained list of roadway infrastructure projects from across the four-county NACOG region (Apache, Coconino, Navajo, and Yavapai Counties). This list was developed in response to a request from the Rural Transportation Advocacy Council (RTAC) to attract legislator support for an inclusive list (future bill) of Greater Arizona projects during the 2026 legislative session.

By signing this Priority Project Commitment Form, jurisdictions provide formal, written assurance to state legislators that they are prepared to implement their projects once selected for funding. Additionally, the form confirms the amount of local match funding that will be contributed to the project. Completed forms will be added to NACOG's RPPL project binders for each state legislator that includes the local projects within their district.

2025 REGIONAL PRIORITY PROJECTS LIST			
JURISDICTION NAME	Apache County		
PROJECT NAME	Concho-Snowflake Highway Cold in-place Recycling (CIR)		
PROJECT DESCRIPTION	Cold in-place recycling with an Asphalt Rubber Asphaltic Concrete Friction Course (AR ACFC). MP 7.5 - US-180A		
IMPROVEMENT TYPE (Scoping, Planning, Design, Engineering, Construction)	Design, Engineering, Construction		
MATCH COMMITMENT			
COST BREAKDOWN	State Request	Local Match	Total
TOTAL	\$7,390,365	\$100,000	\$7,490,365

Please also confirm your acknowledgement of the following items:

Project Improvement is Ready for Implementation in FY 27. Yes/No

If no, when will it be ready? _____

Approval of 2025 RPPL Fact Sheet. Yes/No

The undersigned authorizes their jurisdiction's commitment to implement the above listed project, including the local match amount entered in the 'Match Commitment' row.

Signature

Title (Mayor, Chair of Board, or Manager)

Printed Name

Date



Priority Project Commitment Form

NACOG’s 2025 Regional Priority Projects List (RPPL) is a fiscally constrained list of roadway infrastructure projects from across the four-county NACOG region (Apache, Coconino, Navajo, and Yavapai Counties). This list was developed in response to a request from the Rural Transportation Advocacy Council (RTAC) to attract legislator support for an inclusive list (future bill) of Greater Arizona projects during the 2026 legislative session.

By signing this Priority Project Commitment Form, jurisdictions provide formal, written assurance to state legislators that they are prepared to implement their projects once selected for funding. Additionally, the form confirms the amount of local match funding that will be contributed to the project. Completed forms will be added to NACOG’s RPPL project binders for each state legislator that includes the local projects within their district.

2025 REGIONAL PRIORITY PROJECTS LIST			
JURISDICTION NAME	Apache County		
PROJECT NAME	Rural School Bus Route Enhancement and Soil Stabilization Pilot Project		
PROJECT DESCRIPTION	Assessing chemical stabilization products on short sections unpaved roadways, with a final goal of finding the chemical treatment product which is most durable.		
IMPROVEMENT TYPE (Scoping, Planning, Design, Engineering, Construction)	Construction		
MATCH COMMITMENT			
COST BREAKDOWN	State Request	Local Match	Total
TOTAL	\$665,500	\$60,000	\$725,500

Please also confirm your acknowledgement of the following items:

Project Improvement is Ready for Implementation in FY 27. Yes/No

If no, when will it be ready? _____

Approval of 2025 RPPL Fact Sheet. Yes/No

The undersigned authorizes their jurisdiction’s commitment to implement the above listed project, including the local match amount entered in the ‘Match Commitment’ row.

Signature

Title (Mayor, Chair of Board, or Manager)

Printed Name

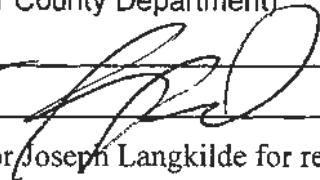
Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

County Manager _____

Date/Signature: _____

10/27/15 

Request approval to reimburse Finance Director Joseph Langkilde for relocation expenses up to \$ ~~10,000~~

5,000

BOS Meeting Date 11/4/25

PRE-AGENDA ITEM REVIEW

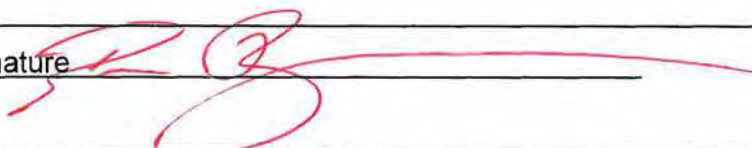
Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature 

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Community Development

Date/Signature: Oct 21/2025 M. McAllen Jr

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

CONSENT AGENDA: Request approval of a Conditional Use Permit allowing Linda Schaefer to replace a dilapidated home with the placement of a second manufactured home on her 2.5-acre parcel located at 17 ACR N3247 in Vernon, AZ. APN 106-50-004G. The Planning & Zoning Commission unanimously recommended approval October 2, 2025.

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Linda C. Schaefer
 Mailing Address 502 ACB 3144
Show Low, AZ 85901
 Contact Person Linda Schaefer
 Phone 928-228-8534 Fax _____
 Email linaris8191@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 106-50-004G
 Township 10N Range 24E Section 22
 Subdivision _____
 Unit # _____ Lot # _____
 Address/Location 17 N 3247
Vernon, AZ 85940
 Existing Zoning _____
 Existing Land Use _____
 Lot Size _____

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
To replace existing
house with a
manufactured home
 Temporary Use: Yes No

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant Linda Schaefer Date 8/25/25

Signature of Property Owner (if not the applicant) _____ Date _____

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>8/25/25</u>
Receipt # <u>1045</u>	Fee <u>\$300</u>
Permit # <u>2025-45</u>	
Related Cases _____	
Appeal Filed By _____	Date _____
Receipt # _____	Fee _____

COMMISSION ACTION		
<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> with Conditions	<input type="checkbox"/> Denied
Resolution # _____	Date _____	
Chairman <u>[Signature]</u>	Date _____	
BOARD ACTION		
<input type="checkbox"/> Approved	<input type="checkbox"/> with Conditions	<input type="checkbox"/> Denied
Ordinance # _____	Date _____	
Supervisor _____	Date _____	
December 1, 2021		



Apache County
Community Development

Conditional Use Permit Condition(s)

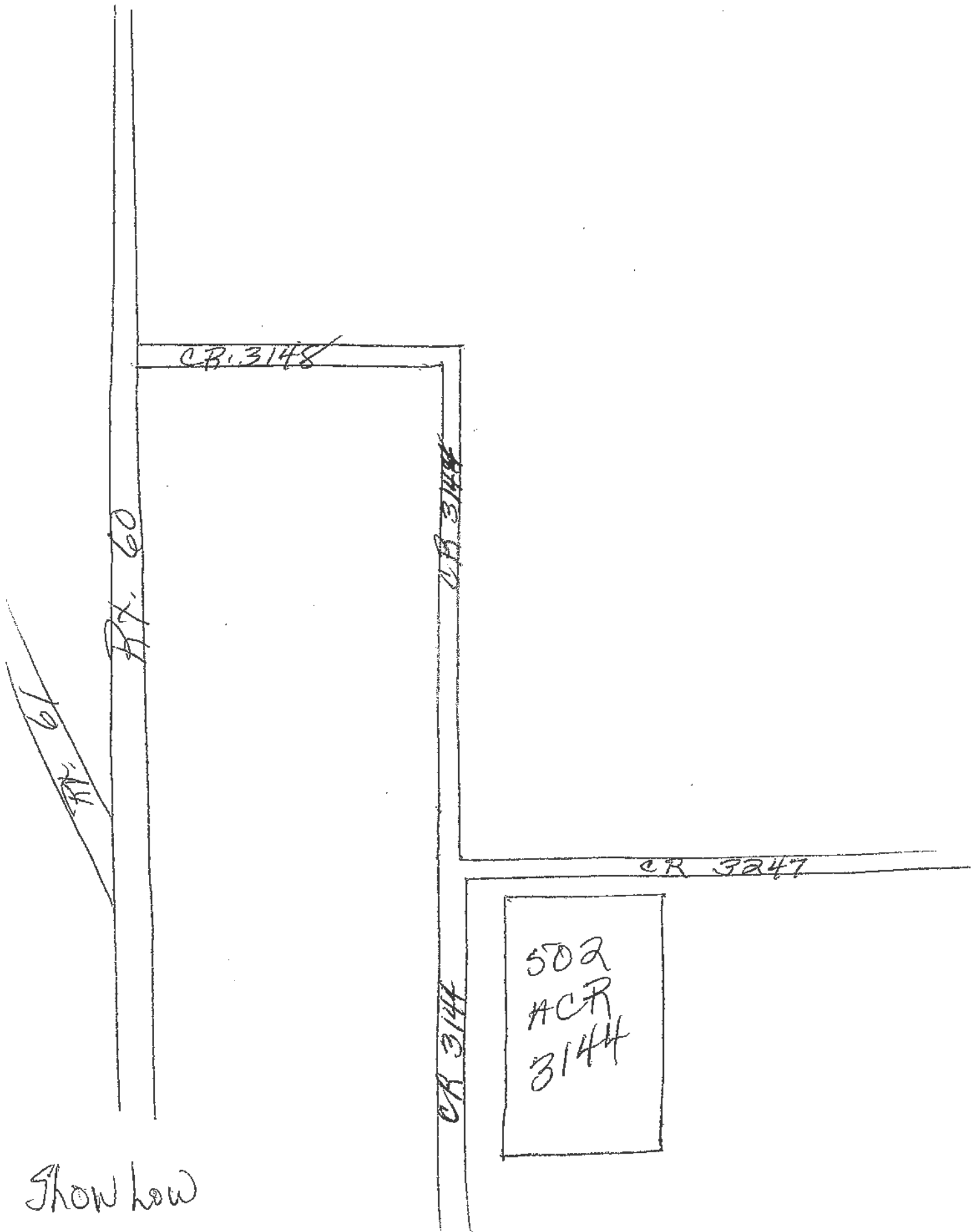
Name: Linda Schaefer

A.P.N. 106-50-004G

Permit #2025-45

1. The new manufactured home shall be placed in accordance with all building, fire, and zoning code requirements, including required separation distances and setbacks.
2. The home shall be connected to the existing approved on-site wastewater treatment system and shall not exceed its permitted capacity.
3. The second unit shall be used as a guesthouse or accessory dwelling unit and shall not be sold, leased, or conveyed separately from the primary dwelling.
4. Building permits shall be obtained for the installation of the manufactured home prior to placement or occupancy.
5. The property shall remain in compliance with all applicable Apache County ordinances and regulations.
6. The prior piles from the demolition of the old, dilapidated building will be cleaned up prior to placement.

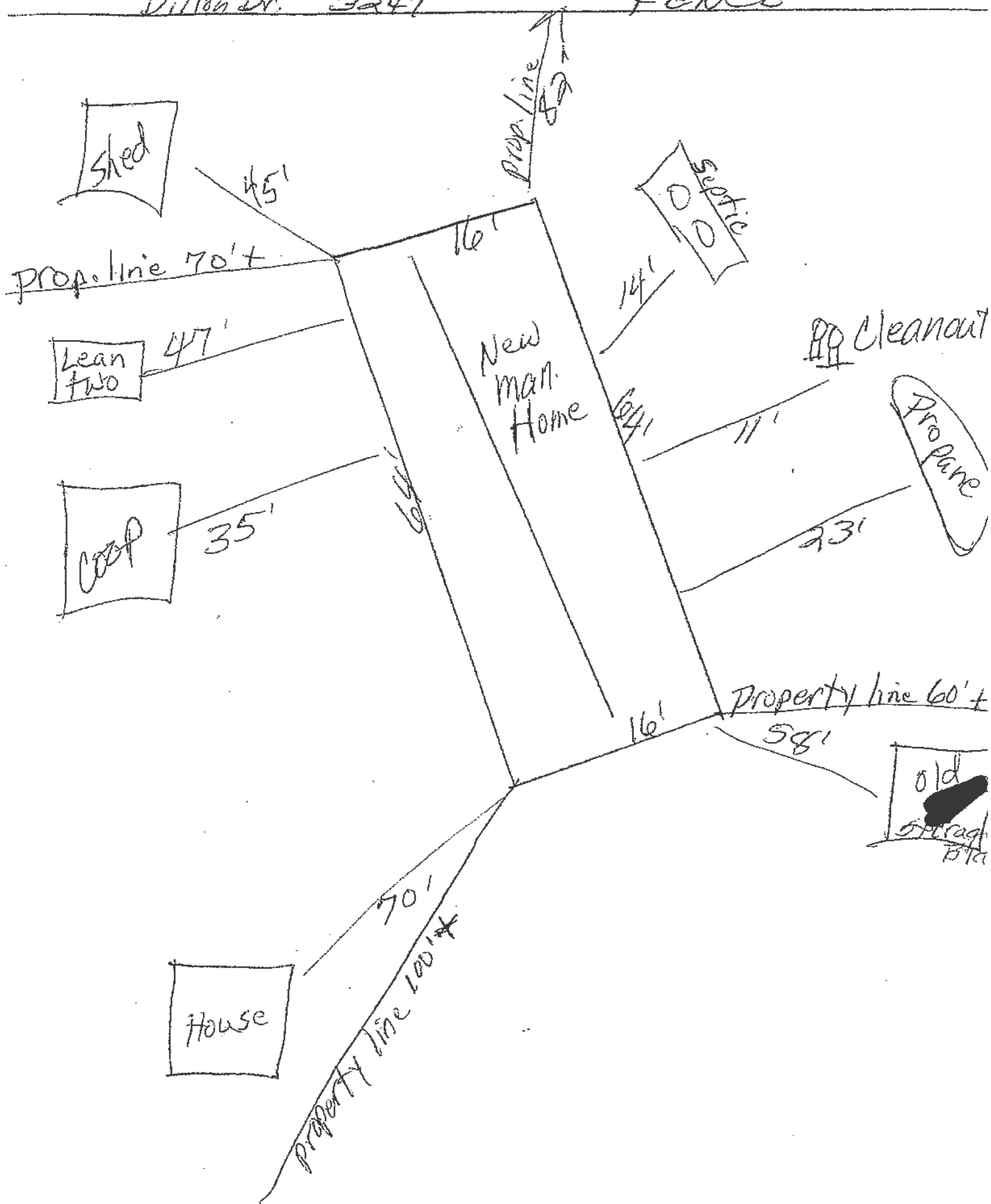
Springerville



Show how

Dillon Dr. 3247

FENCE



AFFIDAVIT OF PUBLICATION

White Mountain Independent
PO Box 1570, Show Low, AZ 85902
(928) 537-5721

State of New Jersey, County of Camden, ss:

I, Nichole Seitz, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following dates:

Publication Dates:

- Sep 12, 2025

Notice ID: 0sjauUffPjh4CqIMDPAt

Notice Name: P&Z October 2, 2025

Nichole Seitz

Agent

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 09/15/2025

SM S R Poe

Notary Public

Notarized remotely online using communication technology via Proof.

LEGAL NOTICE
PUBLIC HEARING
APACHE COUNTY
PLANNING AND ZONING COMMISSION

NOTICE IS HEREBY GIVEN that the Apache County Planning and Zoning Commission will hold a public hearing on Thursday, October 2, 2025 at 1:00 p.m. on the following application(s). The hearing will take place in the Board of Supervisors' Hearing Room, first floor, located at 75 W. Cleveland, St. Johns.

HEARING APPLICATION(S):

CONDITIONAL USE PERMIT, 2025-43, LAURA MATTOX: Discussion, consideration and possible recommendation of approval to obtain a Conditional Use Permit to place a second manufactured home on her property. Property is located at 41 County Road 8405 in the Hidden Paradise Subdivision Lot 7, Vernon, AZ APN 106-25-006C. Section: 4 Township: 10N Range: 24E.

CONDITIONAL USE PERMIT, 2025-45, LINDA SCHAEFER: Discussion, consideration and possible recommendation of approval to obtain a Conditional Use Permit to replace an existing home with a manufactured home on her property. this will be the second home on the property. Property is located at 17 N3247, Vernon, AZ. APN 106-50-004G. Section: 22 Township: 10N Range: 24E

CONDITIONAL USE PERMIT, 2025-46, TOM JOHNSON DBA TSJ CONSULTING INC: Discussion, consideration and possible recommendation of approval to obtain a Conditional Use Permit to install a new 105' monopole wireless communications facility with supporting ground equipment. Property is located in Green Valley Farms Unit 1/Golden Horse Farms Lot 129, County Road N5467, Concho, AZ. APN 204-11-129. Section: 13 Township: 13N Range: 25E

CONDITIONAL USE PERMIT APPLICATION - 2025-24 APPLICANT: JUNIPER SPRING SOLAR, LLC: Review, discussion and possible recommendation for approval of the proposed Conditional Use Permit (CUP) for the Juniper Springs Solar and Storage project. Tabled from the September 4, 2025 meeting.

*Information on the above mentioned application(s) is available on the county Web site at www.apache-countyaz.gov at least 24 hours prior to the scheduled meeting and available for review in the Apache County Community Development Department located at 75 W. Cleveland, St. Johns, AZ during normal business hours. Interested persons wishing to

comment on any of these items may do so in writing, by e-mail, or appear and be heard at the date set forth. Comments can be sent to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail planning@apachecountyaz.gov

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

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

Published in the White Mountain Independent: # September 12, 2025
000410

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Oct/21/2025 Mauden Fin

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

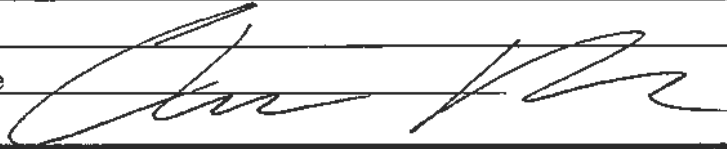
CONSENT AGENDA: Request approval of a Conditional Use Permit allowing Laura Mattox to place two
manufactured homes on her 2.01-acre parcel (APN 106-25-006C) located within the Hidden Paradise
Subdivision in Vernon, AZ. The Planning & Zoning Commission unanimously recommended approval October
2, 2025.

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



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

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Laura Mattox
 Mailing Address 2650 W. Union Hills Dr. #326 Phoenix Az 85627
 Contact Person Christy Lunog
 Phone 602 714-4088 Fax _____
 Email Christy.Lunog@Raywater.com

PROPERTY INFORMATION

Assessor's Parcel # 106-25-006C
 Township _____ Range _____ Section _____
 Subdivision Hidden Paradise
 Unit # _____ Lot # 7
 Address/Location 41 County Road 8405 Vernal AZ 85940
 Existing Zoning AG General
 Existing Land Use Residential
 Lot Size 2.02

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
We need A Conditional Use Permit TO PUT Two Manufactured Homes on the Property. One person in one home, Two people in the other.
 Temporary Use: Yes No

ESSENTIAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant Laura Mattox Date 8-12-2025
 Signature of Property Owner (if not the applicant) _____ Date _____

OFFICE USE ONLY

Received By [Signature] Date 8/18/25
 Receipt # 320 Fee 300-
 Permit # 2025-43
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

COMMISSION ACTION

Approved With Conditions _____ Denied _____
 Resolution # _____ Date _____
 Chairman [Signature] Date _____

BOARD ACTION

Approved _____ With Conditions _____ Denied _____
 Ordinance # _____ Date _____
 Supervisor _____ Date _____
 December 1, 2021



Apache County
Community Development

Conditional Use Permit Condition(s)

Name: Laura Mattox

A.P.N. 106-25-006C

Permit #2025-43

1. The two manufactured homes shall be placed in accordance with all building, fire, and zoning code requirements, including required separation distances and setbacks.
2. Homes shall be connected to the permitted on-site wastewater treatment system and not exceed its approved capacity.
3. The second unit shall be used as a guesthouse or accessory dwelling unit and shall not be sold or conveyed separately from the primary dwelling.
4. Building permits shall be obtained for the installation of both manufactured homes prior to placement or occupancy.
5. The property shall remain in compliance with all applicable Apache County ordinances and Apache County Building regulations.

- #1 - Manufactured Home
- #2 - Manufactured Home
- #3 - SHED



County Rd (MAIN RD)

AFFIDAVIT OF PUBLICATION

White Mountain Independent
PO Box 1570, Show Low, AZ 85902
(928) 537-5721

State of New Jersey, County of Camden, ss:

I, Nichole Seitz, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following dates:

Publication Dates:

- Sep 12, 2025

Notice ID: 0sjauUtfPjh4CqIMDPAT

Notice Name: P&Z October 2, 2025

Nichole Seitz

Agent

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 09/15/2025

Sharon E. Thomas-Pope

Notary Public

Notarized remotely online using communication technology via Proof.

**LEGAL NOTICE
PUBLIC HEARING
APACHE COUNTY
PLANNING AND ZONING COM-
MISSION**

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CONDITIONAL USE PERMIT APPLICATION – 2025-24 APPLICANT: JUNIPER SPRING SOLAR, LLC: Review, discussion and possible recommendation for approval of the proposed Conditional Use Permit (CUP) for the Juniper Springs Solar and Storage project. Tabled from the September 4, 2025 meeting.

*Information on the above mentioned application(s) is available on the county Web site at www.apachecountyaz.gov at least 24 hours prior to the scheduled meeting and available for review in the Apache County Community Development Department located at 75 W. Cleveland, St. Johns, AZ during normal business hours. Interested persons wishing to

comment on any of these items may do so in writing, by e-mail, or appear and be heard at the date set forth. Comments can be sent to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail planning@apachecountyaz.gov

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

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

Published in the White Mountain Independent: # September 12, 2025
000410

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:

Oct 21/2025 Martin

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

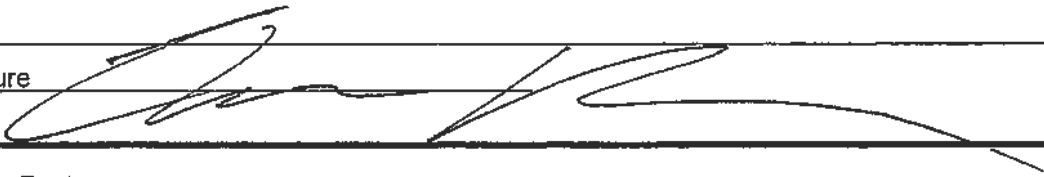
CONSENT AGENDA: Request approval of a Conditional Use Permit for Juniper Springs Solar, LLC allowing EDF Power Solutions, LLC to develop a 500-megawatt solar and battery storage facility on Arizona State Trust land east of the Springerville Generating Station. Gen-tie crosses APN 108-44-001A and 108-45-001. The Planning & Zoning Commission unanimously recommended approval October 2, 2025.

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Juniper Spring Solar, LLC
 Mailing Address 15445 INNOVATION DR
SAN DIEGO, CA 92128
 Contact Person ALEX YACHANIN
 Phone _____ Fax _____
 Email alex.yachanin@edf-re.com

PROPERTY INFORMATION

Assessor's Parcel # Solar Site is proposed on ASLD Land Gen-tie crosses 108-44-001A & 108-45-001
 Township 11N Range 31E Section 18,19,20,29,30
 Subdivision N/A
 Unit # _____ Lot # _____
 Address/Location _____
 Existing Zoning A-G - AGRICULTURE GEN ZONE
 Existing Land Use VACANT / RURAL
 Lot Size +/- 3.215 AC

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

A CUP IS REQUESTED THAT WOULD LEAVE THE EXISTING ZONING UNCHANGED AS A-G AGRICULTURE BUT WOULD ALLOW FOR THE DEVELOPMENT, OPERATION AND EVENTUAL DECOMMISSIONING OF A UTILITY SCALE SOLAR ENERGY AND BATTERY STORAGE PROJECT

Temporary Use: Yes No

SUBMITTAL CHECKLIST

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

Alex Yachanin Date 3/10/2025

Signature of Property Owner (if not the applicant)

_____ Date _____

OFFICE USE ONLY

Received By [Signature] Date 4/9/25
 Receipt # 210861528 Fee 500 -
 Permit # 2025-24
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

COMMISSION ACTION

Approved with Conditions Denied

Resolution # _____ Date _____
 Chairman [Signature] Date _____

BOARD ACTION

Approved with Conditions Denied

Ordinance # _____ Date _____
 Supervisor _____ Date _____

December 1, 2021



Apache County Community Development

Conditional Use Permit Condition(s)

Name: Juniper Spring Solar, LLC

A.P.N. ASLD, 108-44-001A & 108-45-001

Permit #2025-24

1. Final Development Plan

Prior to the issuance of any construction or grading permits, the applicant, Juniper Springs LLC, shall submit a comprehensive final development plan to the Apache County Community Development Department and the Apache County Building Department for review and approval. This plan shall include, at a minimum:

- a. Final site plot plan showing the entire project layout, including building locations, access roads, and internal circulation.
- b. Elevation renderings of all proposed structures and facilities.
- c. Final layout and specifications of battery energy storage systems (BESS).
- d. Final arrangement and layout of solar panel arrays.
- e. Final route and location of all proposed transmission lines.
- f. Location of proposed water wells or other water sources.
- g. Documentation of all proposed on-site easements.
- h. Final solar panel specifications, including manufacturer, model, and materials.
- i. A surface drainage and stormwater management plan accounting for water runoff.
- j. An estimate of water use during construction and ongoing maintenance.
- k. Identification and safety documentation for any hazardous materials, including those used in the solar panels.
- l. Final plans for equipment storage, parking, site signage, and lighting (including photometric lighting details). No ground disturbance or construction activity shall occur



until the County has reviewed and approved the final development plan and all associated materials.

- m. Final emergency response plan coordinated and approved by the emergency response agency responsible for serving the plant site.

2. Power Purchase or Interconnection Authorization

Prior to the issuance of any construction or grading permits, the applicant shall provide documentation to Apache County demonstrating either:

- a. An executed Power Purchase Agreement (PPA) or similar contractual agreement with Tucson Electric Power (TEP), Salt River Project (SRP), or Tri-State Generation and Transmission for the sale of generated electricity; or
- b. Written authorization from one of or all three of the electrical generating companies allowing the interconnection and delivery of energy onto their high-voltage transmission system.

3. Environmental Impact Mitigation Plan

Prior to approval of the Final Development Plan, the applicant shall submit an

Environmental Impact Mitigation Plan to both the Arizona Game and Fish Department (AZGFD) and Apache County for review. The applicant shall address all applicable recommendations and best management practices provided by AZGFD and the County and incorporate these into the final project design and construction plans to the extent feasible.

4. Updated Decommissioning Plan, Bond, and Successor Obligation

The applicant shall submit an updated decommissioning plan and cost estimate to Apache County for review and approval once a final development plan has been agreed upon. The plan shall address the removal of all project facilities and full restoration of the site at the end of the project's operational life. The decommissioning plan must comply with all requirements set forth in Section 440 of the Apache County Utility Renewable Energy Systems Ordinance and must include a list of native vegetation species to be used for re-vegetation following decommissioning.

To ensure that adequate financial resources are available for decommissioning, the applicant shall also submit a decommissioning bond in a form and amount satisfactory to Apache County, as specified in Section 440 of the ordinance. The bond shall name the applicant, the landowner, the State of Arizona, and Apache County as co-beneficiaries, and shall remain in effect until the County has verified that all decommissioning obligations have been fulfilled. The bond shall not be subject to revocation, reduction, or cancellation without the prior written consent of Apache County and must be maintained throughout the life of the project.

In the event of a transfer of ownership or operational control of the facility, the decommissioning plan and all associated obligations, including the bond requirement, shall be assigned to the new



owner or operator. Apache County shall be notified in writing at least ninety (90) days prior to any such transfer. The new owner shall submit documentation and the assumption of all decommissioning responsibilities, and the existing bond shall remain in place unless replaced by a new bond or other financial assurance instrument of equal or greater value, subject to County approval. No transfer shall be considered effective until the County has approved the continuation or replacement of the financial assurance instrument.

5. Road Maintenance and Access Agreements

Prior to approval of the Final Development Plan, the applicant shall enter into a Road Maintenance Agreement or Development Agreement with Apache County for improvements to and ongoing maintenance of County Roads 6040 and 6001. Additionally, the applicant shall secure a separate agreement with the Elk Valley Ranch Property Owners Association for use of Elk Valley Ranch roads during construction and operation.

6. Permit Lapse Provision

The Conditional Use Permit shall automatically lapse five (5) years from the date of issuance unless a valid building permit application is submitted prior to that date. The permit holder may request a reasonable extension of the lapse date upon demonstration of good-faith efforts and measurable progress toward project development.

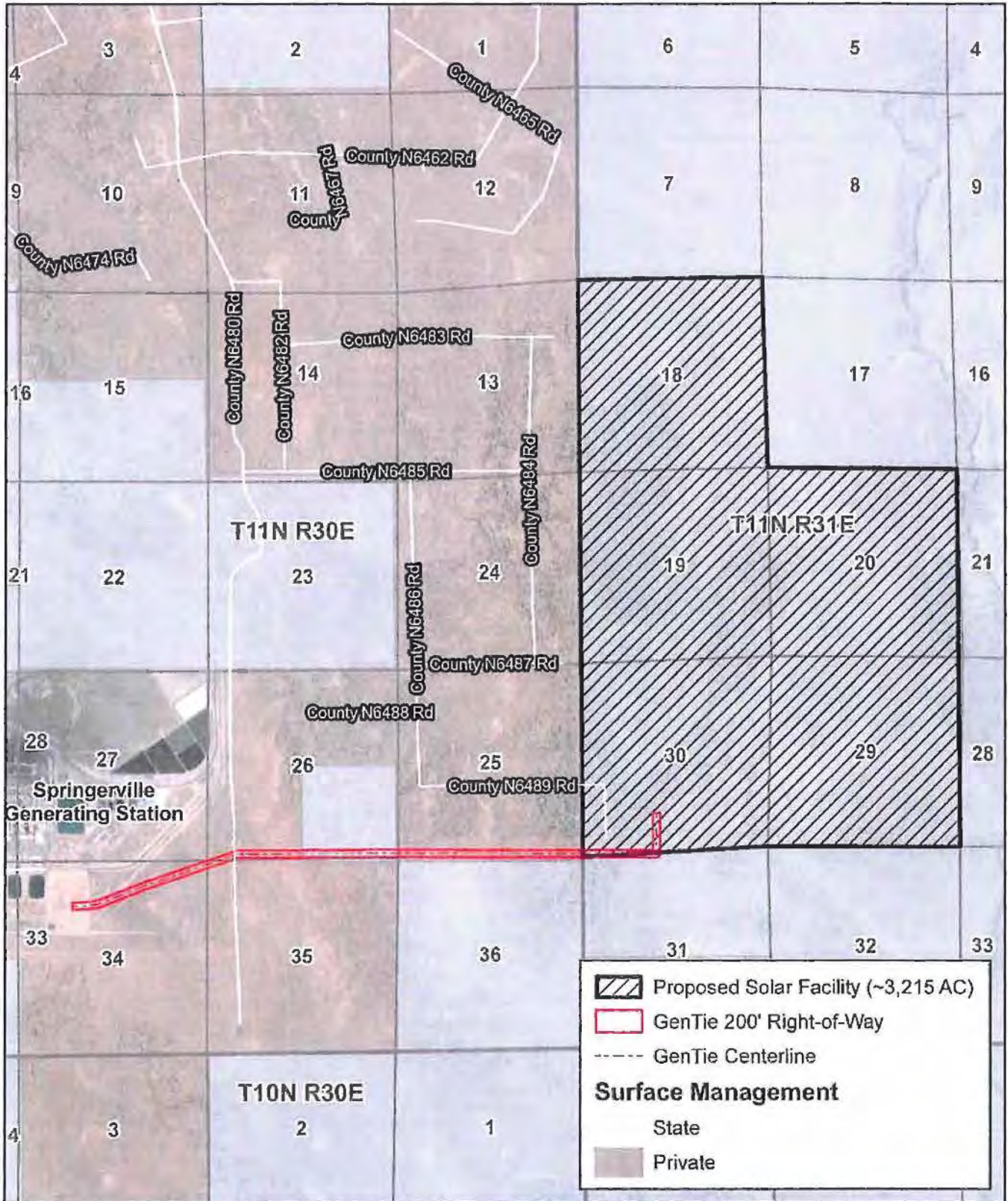
7. Fire Prevention and Emergency Services Plan

Prior to approval of the Final Development Plan, the applicant shall submit a Fire Prevention and Emergency Services Plan identifying the fire district or emergency service provider responsible for the site. The plan shall incorporate recommendations from that agency, and project conditions shall comply with all applicable fire safety and emergency access standards.

8. Final Building Permits

All required building permits shall be obtained prior to commencement of any construction activities.

Figure 1. Proposed Juniper Spring Solar + Storage Project Map



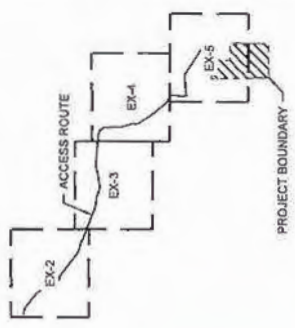
NO.	REVISIONS	DATE	BY

PRELIMINARY
NOT FOR CONSTRUCTION

GRAPHIC SCALE IN FEET
0 100 200 300 400

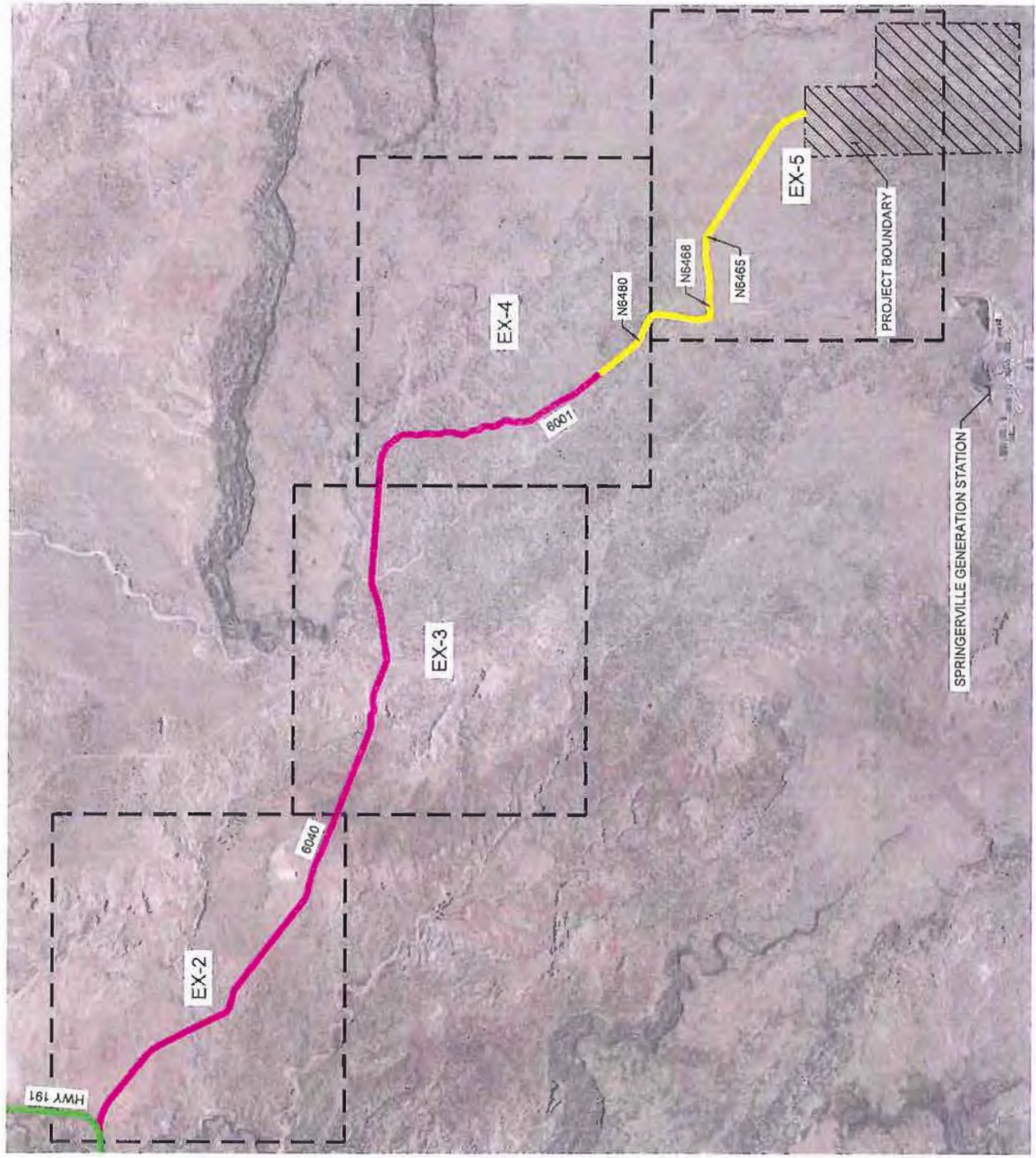
AMT CONSULTING
AMT CONSULTING, INC.
1000 W. WASHINGTON AVENUE, SUITE 100
PHOENIX, AZ 85001
TEL: 602.491.1000

NORTH



LEGEND

- PROJECT BOUNDARY (dashed line)
- EXISTING HIGHWAY (solid line)
- EXISTING COUNTY MAINTAINED ROAD (solid line)
- EXISTING NON-MAINTAINED COUNTY ROAD (solid line)



This document, together with the exhibits and reports prepared hereon, is prepared as an advisory service only. It is not intended to constitute a contract. The quality of the information and the accuracy of the data is not guaranteed. The user of this information assumes all liability for any and all consequences of its use. Kimley-Horn and Associates, Inc. and its related entities disclaim any and all liability for any and all consequences of its use.

AFFIDAVIT OF PUBLICATION

White Mountain Independent
PO Box 1570, Show Low, AZ 85902
(928) 537-5721

State of New Jersey, County of Camden, ss:

I, Nichole Seitz, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following dates:

Publication Dates:

- Sep 12, 2025

Notice ID: 0sjauUtfPjh4CqIMDPAt

Notice Name: P&Z October 2, 2025

Nichole Seitz
Agent

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 09/15/2025

Sharon E. Thomas-Pope
Notary Public

Notarized remotely online using communication technology via Proof.

**LEGAL NOTICE
PUBLIC HEARING
APACHE COUNTY
PLANNING AND ZONING COM-
MISSION**

NOTICE IS HEREBY GIVEN that the Apache County Planning and Zoning Commission will hold a public hearing on Thursday, October 2, 2025 at 1:00 p.m. on the following application(s). The hearing will take place in the Board of Supervisors' Hearing Room, first floor, located at 75 W. Cleveland, St. Johns.

HEARING APPLICATION(S):

CONDITIONAL USE PERMIT, 2025-43, LAURA MATTOX: Discussion, consideration and possible recommendation of approval to obtain a Conditional Use Permit to place a second manufactured home on her property. Property is located at 41 County Road 8405 in the Hidden Paradise Subdivision Lot 7, Vernon, AZ. APN 106-25-006C. Section: 4 Township: 10N Range: 24E.

CONDITIONAL USE PERMIT, 2025-45, LINDA SCHAEFER: Discussion, consideration and possible recommendation of approval to obtain a Conditional Use Permit to replace an existing home with a manufactured home on her property. this will be the second home on the property. Property is located at 17 N3247, Vernon, AZ. APN 106-50-004G. Section: 22 Township: 10N Range: 24E.

CONDITIONAL USE PERMIT, 2025-46, TOM JOHNSON DBATSJ CONSULTING INC: Discussion, consideration and possible recommendation of approval to obtain a Conditional Use Permit to install a new 105' monopole wireless communications facility with supporting ground equipment. Property is located in Green Valley Farms Unit 1/Golden Horse Farms Lot: 129, County Road N5467, Concho, AZ. APN 204-11-129. Section: 13 Township: 13N Range: 25E

CONDITIONAL USE PERMIT APPLICATION - 2025-24 APPLICANT: JUNIPER SPRING SOLAR, LLC: Review, discussion and possible recommendation for approval of the proposed Conditional Use Permit (CUP) for the Juniper Springs Solar and Storage project. Tabled from the September 4, 2025 meeting.

*Information on the above mentioned application(s) is available on the county Web site at www.apache-countyaz.gov at least 24 hours prior to the scheduled meeting and available for review in the Apache County Community Development Department located at 75 W. Cleveland, St. Johns, AZ during normal business hours. Interested persons wishing to

comment on any of these items may do so in writing, by e-mail, or appear and be heard at the date set forth. Comments can be sent to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail planning@apachecountyaz.gov

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

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

Published in the White Mountain Independent: # September 12, 2025
000410

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Attorney's Office

Chris Resare, Chief Deputy County Attorney


Date/Signature:  10/26/25

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval to ratify the submission and execution of Federal Fiscal Year 2026 VOCA
Federal grant 15POVC-24-GG-00608-ASSI from the Arizona Department of Public Safety signed on Oct. 6,
2025.

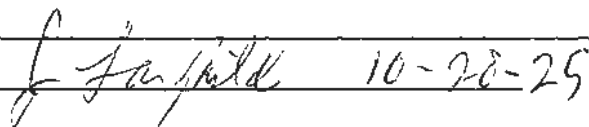
BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature  10-28-25

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

ARIZONA DEPARTMENT OF PUBLIC SAFETY

**VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT# 15POVC-24-GG-00608-ASSI
CFDA #16.575
SUBGRANT AWARD AGREEMENT**

SUBRECIPIENT

AGENCY: Apache County Attorney's Office
ADDRESS: P.O. Box 637
CITY: St. Johns STATE: Arizona ZIP: 85936-0637
UNIQUE ENTITY IDENTIFIER: DJ1FMTLJL4V6

PROJECT TITLE: Apache County Victim Services
AWARD AMOUNT: \$76,281
REQUIRED MATCH (NON-FEDERAL SOURCE): \$19,070
PROJECT PERIOD: 10/01/2025 to 09/30/2026
PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended, and specifically 34 U.S.C. §20103.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 42, 46, 54, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments

of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	10/1/2027 - 9/30/2028	Total
Personnel - Salary	\$58,598	\$0	\$0	\$58,598
Personnel - Fringe Benefits	\$17,683	\$0	\$0	\$17,683
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Total	\$76,281	\$0	\$0	\$76,281

Match Amount

Budget line items	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	10/1/2027 - 9/30/2028	Total
Personnel - Salary	\$14,650	\$0	\$0	\$14,650
Personnel - Fringe Benefits	\$4,420	\$0	\$0	\$4,420
Volunteers	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Match Waiver	\$0	\$0	\$0	\$0
Total	\$19,070	\$0	\$0	\$19,070

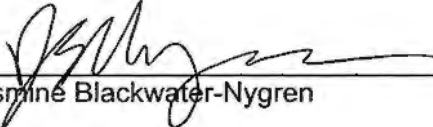
For the Arizona Department of Public Safety:

Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

Date

For the Subrecipient:

Authorizing Official:



Jasmine Blackwater-Nygren

10/6/25

Date

Approved as to form:

Attorney for Subrecipient (optional)

ARIZONA DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
SUBGRANT AWARD AGREEMENT

General Conditions

- 1.0 **Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 “Agreement” means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
- 1.2 “Agreement Amendment” means a written online document requested by the subrecipient agency for the purpose of making changes in the agreement and approved by the Arizona Department of Public Safety.
- 1.3 “Application” means a written online Request for Grant Application (RFGA).
- 1.4 “Days” means calendar days unless otherwise specified.
- 1.5 “Direct Service” means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
- 1.6 “Director” means the Director of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
- 1.7 “DPS” means the Arizona Department of Public Safety.
- 1.8 “Grant” means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
- 1.9 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10 “Match” means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
- 1.11 “Project” means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
- 1.12 “Services” means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist

victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.

- 1.13 “State” means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
- 1.14 “Subgrant award agreement” means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
- 1.15 “Subrecipient” means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.
- 1.16 “VOCA” means Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20101, et seq.

2.0 Subgrant award agreement interpretation.

- 2.1 Arizona Law. Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.
- 2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, the following shall prevail in the order set forth below:
 - 2.2.1 Special Conditions;
 - 2.2.2 General Conditions;
 - 2.2.3 DPS / VOCA Guidelines;
 - 2.2.4 Federal VOCA Guidelines; DOJ Grants Financial Guide (including any updated version that may be posted during the period of performance); and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200.
- 2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.
- 2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.
- 2.5 No parole evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.6 No waiver. Either party’s failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that 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.

3.0 Subgrant award agreement administration and operation.

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2023-01 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including A.R.S. § 41-1461, et seq., Title VI of the Civil Rights Act of 1964, as amended, the Indian Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Partnerships with Faith-Based and Other Neighborhood Organizations.

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. Recipients (and subrecipients) must ensure that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, recipients and subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees (and subgrantees) to help them comply with Title VI requirements. The guidance document can be accessed on the internet at www.lep.gov.

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.

3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.

3.2 Certification Regarding Lobbying. Subrecipients entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipients shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. Furthermore, the subrecipient understands and agrees that it cannot use any federal funds to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award.

Should any question arise as to whether a particular use of Federal funds by the subrecipient would or might fall within the scope of this prohibition, the subrecipient shall contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:

3.3.1 Subgrant Award Report is due no later than October 30th of Year 2 and Year 3 of the grant cycle;

3.3.2 Monthly financial reports are due no later than the 15th of each month;

3.3.3 Quarterly statistical and programmatic reports are due no later than 30 days following the close of each quarter (the subrecipient agrees to collect and maintain data that measure the performance and effectiveness of work under this award);

3.3.4 Final Request to Reprogram Funds (if necessary) is due no later than June 30th of each fiscal year within the grant cycle;

3.3.5 Year-end amendment is due in conjunction with the final Monthly Financial Report which is due no later than October 15th; and

3.3.6 All obligations properly incurred by September 30th of each fiscal year within the grant cycle must be liquidated no later than November 30th. Any funds not liquidated by November 30th will revert to DPS;

3.3.7 the Annual Report is due no later than October 30th of each fiscal year within the grant cycle.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of

incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

- 3.4 Disclosure of High Risk Status. If the subrecipient is designated “high risk” by a federal or state grant-making agency outside of DPS, currently or at any time during the course of the period of performance under this award, the recipient must disclose the fact and certain related information to DPS. For the purposes of this disclosure, high risk includes any status under which a federal or state awarding agency provides additional oversight due to the subrecipient’s past performance, or other programmatic or financial concerns with the subrecipient. If the subrecipient is designated high risk by another federal or state awarding agency, the subrecipient must provide the following information: (1) the federal or state awarding agency that designates the subrecipient high risk; (2) the date the subrecipient was designated high risk; (3) the high risk point of contact at that federal or state awarding agency (name, phone number, and email address); (4) the reasons for the high risk status, as set out by the federal or state awarding agency.

In the event DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, the subrecipient agrees to comply with any additional requirements that may be imposed by DPS.

- 3.5 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until April 30, 2032. In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice’s Office for Victims of Crime and/or the Office of the Chief Financial Officer (or its representatives) to review all of the subrecipient’s records concerning this grant project.
- 3.6 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient’s procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$10,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Grants Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient’s application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.
- 3.7 Client Assistance, Emergency Financial Assistance, Transitional Housing, and Relocation. Subrecipients receiving VOCA funds for client assistance, emergency financial assistance, transitional housing, and relocation services must submit the policies, procedures and rules governing the provision of the assistance for review and approval. The subrecipient agrees to revise any policy, procedure or rule DPS determines to be unallowable or does not conform to appropriate internal controls for suitable use of the funds and protection from fraud, waste or abuse.
- 3.8 Contracts for Professional Services. Subrecipients receiving VOCA funds for contracting for specialized professional services that are not available within the subrecipient organization must maintain signed agreements for consultant/contractual services and provide copies of the agreements to DPS prior to the use of VOCA funds for such services.

- 3.9 Noncompetitive approach in procurement contracts. The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

- 3.10 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.11 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.12 Non-Disclosure of Confidential or Private Information. The subrecipient shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall abide by the Non-Disclosure of Confidential or Private Information rules as outlined in the DPS-VOCA Guidelines.
- 3.13 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.14 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 C.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines.

The subrecipient understands and agrees that DPS may withhold award funds, or may impose other related requirements, if (as determined by DPS) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

- 3.15 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.16 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit

organization, and by providing either 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.

- 3.17 Reporting potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify the DOJ Office of the Inspector General (OIG) and DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has in connection with funds under this award either (1) submitted a false claim for grant funds under 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award shall be reported to the OIG by (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 3.18 Restrictions and certifications regarding non-disclosure agreements and related matters. No subrecipient 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 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.

1. In accepting this award, the subrecipient—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employee or contractors that currently prohibit or otherwise currently restricts (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, it if 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 making agency.

2. If the subrecipient does or is authorized under this award to make subgrants, procurement contracts, or both—

a. It represents that –

i. It has determined that no other entity that the subrecipient’s application proposes may or will receive award funds (whether through a 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

ii. 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.

3.19 Compliance with 41 U.S.C. § 4712 (including prohibitions on reprisal; notice to employees). The subrecipient 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, rules, or regulation related to a federal grant.

The subrecipient 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 subrecipient is to contact the OJP and DPS for guidance.

3.20 Prohibited activities. The following activities are prohibited under this subgrant award agreement: 1. New construction. 2. Any renovation or remodeling of a property either (a)

listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain, a wetland, or habitat for an endangered species. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories).

- 3.21 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.22 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).
- 3.23 Employment eligibility verification for hiring under the award.
1. The subrecipient must:
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2), A.R.S. § 41-4401 and A.R.S. § 23-214.
 - B. Notify all persons associated with the subrecipient who are or will be involved in activities under this subaward of both (1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - D. As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
 2. Monitoring – DPS is responsible for monitoring subrecipient compliance with this condition.

3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, DPS may allow subrecipients to use VOCA funds, if awarded for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
 - A. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
 - B. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
 - C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
 - D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
 - E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1). Questions about E-Verify should be directed to the Department of Homeland Security (DHS). For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DPS, before award acceptance.

- 3.24 Requirement of report actual or imminent breach of personally identifiable information (PII). The subrecipient 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 200.1) 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

subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to DPS no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3.25 Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this subaward, whether by the recipient (DPS) or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2. Monitoring - The DPS's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, DPS may allow subrecipients to use VOCA funds, if awarded for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
 - A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

- 3.26 Determination of suitability to interact with participating minors. This condition applies to this award if it is indicated in the application that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age. The subrecipient 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> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here and in the Determination of Suitability to Interact with Participating Minors certification.
- 3.27 Requirements related to System for Award Management and Universal Identifier Requirements. The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.
- 3.28 Compliance with all applicable Federal civil rights and nondiscrimination laws. The subrecipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this subaward, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

4.0 Cost and Payments.

- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA Assistance funds.
- 4.2 Match waiver. Any award made with a match waiver pending approval from DPS, in accordance with the U.S. Department of Justice's match waiver approval process, is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.

- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services, 34 U.S.C. 20103(a)(2).
- 4.6 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Grants Financial Guide, effective edition.
- 4.7 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.8 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as VOCA expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. If the rate of VOCA expenditures reported surpasses the rate of match expenditures reported by more than 10%, the subgrant award agreement is subject to cancellation.
- 4.9 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and Official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.10 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 4.11 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than 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, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Suhcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. To the fullest extent permitted by law, Contractor (as "Indemnitor") shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

7.0 Grant Remedies.

- 7.1 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 subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice may determine that a legal notice regarding award requirements is necessary or that will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs webpage entitled "Legal Notices: Special circumstances as to particular award conditions (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award. DPS will also issue notice as necessary.

By signing and accepting this subaward on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the subaward, and specifically adopts all such assurances or certifications as if personally executed by the authorized subrecipient official.

Failure to comply with any one or more of these award requirements—whether a condition set out in full, a condition incorporated by reference, or a certification or assurance related to conduct during the award period—may result in DPS taking appropriate action with respect to the subrecipient and the award. Among other things, DPS may withhold award funds, disallow costs, or suspend or terminate the award. DPS, the Department of Justice (DOJ), including the Office of Justice Programs, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to DPS or DOJ (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 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 a 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.

- 7.2 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.

7.3 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.

8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, 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 subrecipient.

8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.

8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.

- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award 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 (Title 41, Chapter 23).

10.0 Other Service Requirements and Prohibited Activities.

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this project, where such information is voluntarily furnished by the victim.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded or match employee position is vacated and when any VOCA funded or match employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys

will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).

- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module. If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have attended a victims' rights presentation from the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.11 Human Trafficking. The subrecipient 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 subrecipients or individuals defined as "employees" of the subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

- 10.12 Compliance with general appropriations-law restrictions on the use of federal funds. The subrecipient shall 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 subrecipient would or might fall within the scope of a restriction set out in this award condition, the recipient is to contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

Publicity or Propaganda. Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by Congress.

Employee Trainings. Federal funds are not legally available, and may not be used, for any employee training that:

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
4. contains any methods or content associated with religious or quasi-religious belief systems or “new age” belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants’ personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

Nondisclosure policies, forms, and agreements. Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing federal statute or Executive Order relating to 1) classified information; 2) communications to Congress; 3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or 4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and federal statutory provisions are incorporated into this agreement and are controlling.”

Nondiscrimination in programs involving students. Funds appropriated under the Department of Justice Appropriations Act, 2025, and awarded by OJP are not legally

available, and 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 those of their parents or legal guardians.

Blocking of pornography on computer networks. Funds appropriated under the Full-Year Continuing Appropriations Act, 2025, and awarded by OJP are not legally available and, may not be used, to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision 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, adjudication, or other law enforcement or victim assistance-related activity.

Award or incentive fees to contractors. Funds appropriated under the Full-Year Continuing Appropriations Act, 2025, and awarded by OJP are not legally available, and may not be used, to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract.

Use of funds in connection with abortion. Fund appropriated under the Full-Year Continuing Appropriations Act, 2025, and awarded by OJP are not legally available, and may not be used – (1) to pay for an abortion, except where the life of the mother would be endangered if the fetus were carried to term, or in the case of rape or incest; or (2) to require any person to perform, or facilitate in any way the performance of, any abortion.

“Pay-to-stay” at local jails. Funds appropriated to the Department of Justice through an annual appropriations statute and awarded by OJP are not legally available to, and may not be provided to, any local jail that runs a “pay-to-stay” program. (Monies in the Crime Victims Fund are not appropriated through an annual appropriations statute.)

10.13 Israel Boycott Divestments. Subrecipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general conditions.

Subrecipient (organization) Name: Apache County Attorney's Office

Signature: 
Authorizing Official

6/16/25
Date

Jasmine Blackwater-Nygren, County Attorney

Printed Name and Title of Authorizing Official

Arizona Department of Public Safety, Victims of Crime Act (VOCA) Administration Unit Equal Employment Opportunity Certification Form

Subrecipient Agency Name: Apache County Attorney's Office

Address: PO Box 637, St. Johns, AZ 85936

EEO Contact Person Name and Title: Christy Raban, Chief of Staff

EEO Contact Person Phone number and Email Address: 928-337-7560 craban@apachecountyaz.gov

Select the relevant Organizational Category and the relevant Organizational Type

<input type="checkbox"/> Non-Government (select type below) <input type="radio"/> Nonprofit Organization <input type="radio"/> Health Care or Hospital Facility <input type="radio"/> Faith-based/Religious Organization <input type="radio"/> Educational Institution <input type="radio"/> Other	<input type="checkbox"/> Government Law Enforcement (select type below) <input type="radio"/> County/Municipal Corrections <input type="radio"/> State Corrections <input type="radio"/> County/Municipal Law Enforcement <input type="radio"/> State Law Enforcement <input type="radio"/> Tribal Law Enforcement <input type="radio"/> Special Jurisdiction Law Enforcement	<input checked="" type="checkbox"/> Government Non-Law Enforcement (select type below) <input type="radio"/> County/Municipal Court <input type="radio"/> State Court <input checked="" type="radio"/> County/Municipal Prosecutor <input type="radio"/> Attorney General <input type="radio"/> County/Municipal Government <input type="radio"/> State Government <input type="radio"/> Tribe or Tribal Government <input type="radio"/> Health Care or Hospital Facility <input type="radio"/> Education Institution
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Complete ONLY Section A OR Section B (based on the subrecipient's exemption status).
Do not complete both.

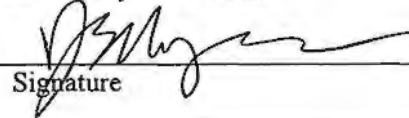
Section A: Declaration Claiming Complete Exemption from the EEOP Requirement

Check all that apply to the subrecipient agency:

- Less than 50 employees
- Nonprofit Organization
- than \$25,000
- Indian Tribe
- Educational Institution
- Medical Institution
- Receiving a single award(s) less

I certify that Apache County Attorney's Office [subrecipient agency name] is not required to prepare an EEOP for the reason(s) checked above and will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Jasmine Blackwater-Nygren, County Attorney
 Print Name and Title of Responsible Official


 Signature

10/6/25
 Date

Section B: Non-Exempt Organizations

If subrecipient is not exempt based on Section A above, then the most recent EEOP and Utilization Report must be submitted to the Arizona Department of Public Safety with the Subgrant Award Agreement package. VOCA subrecipients are no longer required to submit the EEOP and Utilization Report to the federal Office for Civil Rights (unless they are a Direct Recipient of funds from DOJ).

I certify that the most recent EEOP and Utilization Report has been uploaded in SAGE/provided to DPS.

 Print Name and Title of Responsible Official

 Signature

 Date



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U.S. Department of Justice Office of Justice Programs Office of the Chief Financial Officer

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," 28 CFR Part 83, "Government-wide Debarment and Suspension."

The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

Certification Regarding Lobbying

As required by 31 U.S.C. §1352, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Certification Regarding Debarment, Suspension and Other Responsibility Matters
Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department at Ojpcompliancereporting@usdoj.gov;) unless such disclosure has already been made.

Federal Taxes

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Subrecipient organization name: Apache County Attorney's Office

Address: PO Box 637, St. Johns, AZ 85936



Signature of Authorizing Official

10/4/25
Date

Jasmine Blackwater-Nygren, County Attorney

Printed Name & Title of Authorizing Official

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  <input checked="" type="checkbox"/> Not Applicable Print Name: <u>Jasmine Blackwater-Nygren</u> Title: <u>County Attorney</u> Telephone No.: <u>928-337-7560</u> Date: <u>10/6/95</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



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Complying with Federal Civil Rights Program Requirements

Ensuring Access to Federally Assisted Programs

Federal laws prohibit recipients (and subrecipients) of federal financial assistance from discrimination on the basis of race, color, national origin, religion, sex, or disability in funded program or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients (and subrecipients) of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please refer to <http://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The United States Department of Justice (DOJ) regulation below has been modified and now applies not just to faith-based organizations but includes all VOCA subrecipients.

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, prohibits **all recipient organizations**, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the DOJ, Office of Justice Programs, Office for Civil Rights' (OCR) website at <https://ojp.gov/about/ocr/partnerships.htm>.

Faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. §10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain

prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Nondiscrimination Notification

DPS VOCA subrecipient agencies must have a method of notifying employees, clients, customers, or program participants that the subrecipient agency does not discriminate in employment practices or delivery of services and must have a written policy that includes the procedures for filing a complaint, and the names and contact information for the agencies that receive complaints.

Discrimination Complaints

Employees, clients, customers, or program participants of a DPS VOCA subrecipient who wish to file a complaint of discrimination, may file a complaint directly with the subrecipient; or with the Arizona Department of Public Safety VOCA Administration Unit (VOCACivilRights@azdps.gov); the Arizona Office of the Attorney General, Office for Civil Rights (<https://www.azag.gov/civil-rights>); or the Office for Civil Rights (OCR), Office of Justice Programs, Department of Justice (<https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>).

Submitting Findings of Discrimination

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS VOCA.

I, Jasmine Blackwater-Nygren (printed name of authorizing official), certify that Apache County Attorney's Office (name of subrecipient organization) will comply with the Federal Civil Rights Program requirements as outlined above.



Signature of Authorizing Official

10/6/25

Date

Jasmine Blackwater-Nygren

Printed Name and Title of Authorizing Official



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KATIE HOBBS Governor JEFFREY GLOVER Director

Certification regarding Non-Supplanting

As outlined in the U.S. Department of Justice, Office of Justice Programs, Grants Financial Guide, Federal funds must be used to **supplement** existing State and local funds for program activities and must **not supplant** those funds that have been appropriated for the same purpose.

Furthermore, supplanting is defined as "to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose."

The following example is provided in the Grants Financial Guide to help clarify the difference between supplementing and supplanting:

Supplementing: State funds are appropriated to hire 50 new police officers, and Federal funds are awarded to hire 60 new police officers. At the end of the year, the State has hired 50 new officers with State funds and 60 new police officers with Federal funds. Under this scenario, there is no supplanting violation because the State used the Federal funds to supplement (rather than to supplant) the hiring of the new police officers.

Supplanting: State funds are appropriated to hire 50 new police officers, and Federal funds are awarded to hire 60 new police officers. At the end of the year, the State has hired 60 new police officers with Federal funds and none with State funds. Under this scenario, it may be considered a supplanting violation because the State used the Federal funds to supplant (rather than to supplement) the hiring of new police officers.

As a subrecipient of Victims of Crime Act (VOCA) Assistance funds, each agency shall certify its understanding of and adherence to the prohibition against supplanting of State or local funds with Federal funds.

I certify that Jasmine Blackwater-Nygren (name of subrecipient organization) will comply with the prohibition against supplanting as outlined above.



Signature of Authorizing Official

10/6/25

Date

Jasmine Blackwater-Nygren, County Attorney

Printed Name and Title of Authorizing Official



ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

KATIE HOBBS
Governor

JEFFREY GLOVER
Director

Financial Management and System of Internal Controls

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

Agency Information

1. Name of Organization and Address:

Organization Name:

Street 1:

Street 2:

City: State: Zip Code:

2. Authorized Representative's Name and Title:

Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

3. Phone: 4. Fax:

5. Email: 6. Year Established:

7. Employer Identification Number (EIN):

8. Unique Entity Identifier (UEI) Number:

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?

Yes No

If "No" skip to Question 10.
If "Yes", complete Questions 9. b) and 9. c).

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

Audit Information

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)? (Please check all that apply):

- "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- Financial Statement Audit
- Defense Contract Agency Audit (DCAA)
- Other Audit & Agency (list type of audit):
- None (if none, skip to Question 13)

11. Most Recent Audit Report Issued:

- Within the last 12 months
- Within the last 2 years
- Over 2 years ago
- N/A

Name of Audit Agency/Firm: Snyder & Brown, CPAs, PLLC

12. On the most recent audit, what was the auditor's opinion?

- Unqualified Opinion
- Qualified Opinion
- Disclaimer, Going Concern or Adverse Opinions
- N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 9

Enter the dollar amount of questioned costs (if none, enter "\$0"): \$8,411,034.00

Were material weaknesses noted in the report? Yes No

Accounting System Standards

13. Which of the following best describes the applicant entity's accounting system:

- Manual
- Automated
- Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

- Yes No Not sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

- Yes No Not sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

- Yes No Not sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate

charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?

Yes No Not sure

18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?

Yes No Not sure

19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?

Yes No Not sure

Property Standards and Procurement Standards

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award fund (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?

Yes No Not sure

21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?

Yes No Not sure

22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?

Yes No Not sure

22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?

Yes No Not sure

23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity/individual that is suspended/debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended/debarred sub-grantees and contractors, prior to award?

Yes No Not sure

Travel Policy

24. a) Does the applicant entity:

a) maintain a standard travel policy?

Yes No

b) adhere to the Federal Travel Regulation (FTR)?

Yes No

Designation as High Risk by Other Federal Agencies

25. Is the applicant entity designated as "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal warding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- Yes No Not sure

If "Yes", provide the following:

- a) Name(s) of the federal awarding agency:
- b) Date(s) the agency notified the applicant entity of the "high risk" designation:
- c) Contact information for the "high risk" point of contact at the federal agency:
 - Name:
 - Phone:
 - Email:
- d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY
(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Signature: Date:

Name: Phone:

Title: Executive Director Chief Financial Officer
 Chairman Other:



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KATIE HOBBS Governor JEFFREY GLOVER Director

Applicant Disclosure of High-Risk Status

The subrecipient must disclose whether it, currently or at any time during the course of the period of performance under this award, is designated "high risk" by a federal or state grant-making agency outside of the Arizona Department of Public Safety (DPS). For purposes of this disclosure, high risk includes any status under which a federal or state awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. If the subrecipient is, currently or at any time during the course of the period of performance under this award, designated high risk by another federal or state awarding agency, the subrecipient must provide the following information:

- (1) The federal or state awarding agency that currently designates the subrecipient high risk.
- (2) The date the subrecipient was designated high risk.
- (3) The high-risk point of contact at that federal or state awarding agency (name, phone number, and email address)
- (4) The reasons for the high-risk status, as set out by the federal or state awarding agency.

DPS seeks this information to help ensure appropriate oversight of DPS awards. A subrecipient that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an award. DPS may, however, impose additional oversight of the award.

Complete the section below by responding as appropriate:

I certify Apache County Attorney's Office (name of subrecipient organization)

has not been notified as having been designated high-risk by any federal or state grant making agency, nor has it been placed under any status requiring additional oversight by a federal or state agency due to past programmatic or financial concerns.

has been notified as having been designated high-risk by a federal or state grant making agency, and the information to be provided as described in 1-4 above is attached to this disclosure.



Signature of Authorizing Official

10/6/25
Date

Jasmine Blackwater-Nygren, County Attorney

Printed Name and Title of Authorizing Official



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JEFFREY GLOVER Director

DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

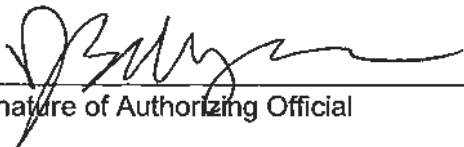
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Arizona Department of Public Safety
VOCA Administration, MD 1335
P. O. Box 6638
Phoenix, AZ 85005-6638

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant agency, I hereby certify that the applicant will comply with the above certifications.



Signature of Authorizing Official

10/6/25

Date

Jasmine Blackwater-Nygren, County Attorney

Printed Name and Title of Authorizing Official



“Courteous Vigilance”

KATIE HOBBS Governor
JEFFREY GLOVER Director

Determination of Suitability Required, In Advance, For Certain Individuals Who May Interact with Participating Minors

The Determination of Suitability General Condition of the Subgrant Award Agreement applies to this award if it is indicated in the application that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The subrecipient, subrecipient contractors, subcontractors and consultants providing services to minors must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

This certified assurance requires that subrecipients prepare *determinations of suitability* to interact with minors in advance of any individual being permitted to interact with minors as part of the VOCA-funded program. The details of this requirement are summarized below and are posted on the Office of Justice Programs website at: <https://www.ojp.gov/funding/explore/interact-minors>.

1. *Advance determination regarding suitability.* The subrecipient may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the recipient or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraphs 3.E., and taking into account the factors and considerations described in paragraph 4.

2. Updates and reexaminations.

- A. The subrecipient must, at least every five years, update the searches described in paragraph 3.E.1. and 2., reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.
- B. The subrecipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

3. Definitions.

- A. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the subrecipient) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the subrecipient but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.
- B. "Participating minor" means all individuals under 18 years of age within the set of individuals described in the scope section of this condition as it appears on the subaward document(s).

- C. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. Interaction does not include (1) brief contact that is both unexpected by the subrecipient and unintentional on the part of the covered individual -- such as might occur when a postal carrier delivers mail to an administrative office, and (2) personally-accompanied contact - that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the subrecipient that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.
- D. "Activities under the award" Whether paid for with federal funds from the award, "matching" funds included in the budget for the subaward, or "program income" for the subaward (as defined by the (DOJ) Part 200 Uniform Requirements), activities under the award include both--(1) activities carried out under the award by the subrecipient; and (2) actions taken by an entity or individual pursuant to a procurement contract under the subaward or to a procurement contract under a subaward at any tier.
- E. "Current and appropriate information" means, in addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the subrecipient's own written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.
- (1) Public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably-accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including--
- a) the Dru Sjođin National Sex Offender Public Website (www.nsopw.gov);
 - b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and
 - c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.
- (2) Criminal history registries and similar repositories of criminal history records. For each individual at least 18 years of age who is a covered individual under the VOCA subaward, a fingerprint search (or, if the subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--
- (a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

(b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the subaward.

4. *Factors and considerations in determinations regarding suitability.* In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the subrecipient's written policies and procedures, in making a determination regarding suitability, the subrecipient must consider the current and appropriate information described in paragraph 3.E.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the subrecipient may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual—

- A. Withholds consent to a criminal history search required by this condition;
- B. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- C. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- D. To the knowledge of the recipient (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
 - (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - (2) rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - (3) sexual exploitation, such as through child pornography or sex trafficking;
 - (4) kidnapping;
 - (5) voyeurism; or
- E. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. *Administration; rule of construction.*

- A. The requirements of this condition will be monitored by DPS. These requirements apply as of the date of acceptance of the subaward, and throughout the remainder of the period of performance.
- B. The subrecipient is to contact DPS with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.
- C. DPS may allow awarded funds to be used, in part, for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs.
- D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

6. *Written policies and procedures.* Subrecipients are required to prepare written policies and procedures pertaining to this certified assurance and provide those written policies and procedures to DPS. The procedures should identify the sources of information the subrecipient organization intends to use to support the determination of suitability to interact with minors (e.g. the National Sex Offender Registry).

7. *Advising Covered Individuals.* All employees, volunteers, contractors and consultants who are deemed to be a covered individual, should be properly advised of this certified assurance and the need for a determination of suitability by the subrecipient organization. This may require subrecipient organizations to develop a form to be completed by covered individuals that would ask certain questions necessary to aid the subrecipient in making the determination of suitability. At a minimum, the notice should request names and aliases used by the covered person in the immediate 5 years prior to the request, and all cities and states the covered individual has lived, worked or gone to school in the 5 years prior to the request.

8. *Determination of suitability to interact with participating minors form.* This form will be provided by DPS and must be submitted to DPS annually. The form must list all covered individuals deemed suitable to interact with participating minors and the date the covered individual(s) received the designation of suitability by the subrecipient organization. This determination must be made very five years for each covered individual. Those individuals deemed not suitable to provide services to minors should not be listed on the form and may not be permitted to interact with participating minors under the VOCA subaward.

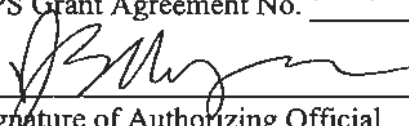
I certify the application associated with the DPS Grant Agreement referenced below:

does not include any activities that will benefit a set of individuals under 18 years of age and, therefore, is not subject to the Determination of Suitability General Condition.

does include activities that will benefit a set of individuals under 18 years of age and the organization will comply with the Determination of Suitability to Interact with Participating Minors requirement as outlined above.

Subrecipient Agency Name: Apache County Attorney's Office

DPS Grant Agreement No. 2025-199



Signature of Authorizing Official

10/6/25

Date

County Attorney

Title of Authorizing Official



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Determination of Suitability to Interact with Participating Minors in VOCA-Funded Project; List of Individuals

Subrecipient Agency Name: Apache County Attorney's Office

DPS Grant Agreement No. 2025-199

Pursuant to the *Determination of Suitability Required, In Advance, For Certain Individuals Who May Interact with Participating Minors* certification, subrecipients must conduct criminal history record checks and public sex offender and child abuse websites/registries checks **every five years** for all VOCA-funded personnel, match personnel, volunteers, consultants, and contractors who interact with minors. All requirements for this certification can be found at <https://www.ojp.gov/funding/explore/interact-minors>.

Note: The Arizona Department of Public Safety is required to monitor compliance with this grant condition and will verify written determination(s) of suitability during monitoring events. See the Determination of Suitability Guidance and Subrecipient Covered Individual Checklist for more information (both are available in SAGE).

Instructions: If the purpose of some of or all the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, complete the table below. If the purpose of this subaward is **not** to benefit a set of individuals under 18 years of age, this form is not required.

The individual(s) named below have been determined as suitable to interact with participating minors within the above referenced VOCA-funded project.

Name of Individual(s) Deemed Suitable to Interact with Minors	Relationship to VOCA Project (employee, volunteer, contractor, etc.)	Date of Determination of Suitability (must be within 5 years)
Jimica Bigman	Employee	10-1-2024
Maricela Cano	Employee	10-01-2024
Kate Montierth	Employee	03-02-2023
Elodia Ortiz	Employee	06-27-2022
Carolyn Waite	Employee	04-11-2024

SUBGRANT AWARD REPORT - FEDERAL FISCAL YEAR 2026

Please read all instructions carefully and thoroughly, then complete this spreadsheet for each VOCA project.

The following information is collected as part of the Subgrant Award Report (SAR). The SAR is a requirement for State Administering Agencies (SAAs) that receive Victims of Crime Act of (VOCA) funding from the Office for Victims Crime (OVC) to deliver victim assistance services. OVC uses the SAR to collect subgrantee organization type, subgrantee service capacity, subaward amounts, and subgrantee service areas to respond to different types of data requests. SAAs use the SAR to share with OVC basic information on subgrantee recipients and the program activities that will be implemented with VOCA plus match funds.

AGENCY NAME:

VOCA APPLICATION ID:
(i.e. 2026-VOCA-ABC-00123)

STAFFING

1 Total number of paid staff for all subgrantee victimization program and/or services (including VOCA and match staff).

(whole number only)

Instructions: Report the total number of paid staff for your program, regardless of funding source.

You should include both VOCA-funded and non-VOCA funded positions:

- Count each staff person once. Both full-time and part-time staff should be counted as one staff member.
- Do not prorate based on a full-time equivalent (FTE).
- Only enter whole numbers.

Any staff member that supports a subgrantee victimization program and/or service counts as one position, regardless of the percentage of time they devote. If two staff members each spend 50 percent of their time on victimization programs, then the SAR would reflect two positions in Question 1.

2 Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization program and/or services.

(whole number only)

Instructions: Report the number of volunteers supporting the work of this award with VOCA plus match funds.

- Count each volunteer once.
- Do not prorate.
- Only enter whole numbers.

3 Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization program and/or services.

(whole number only)

Instructions: Report the total number of volunteer hours to be worked by all volunteers supporting the work of this VOCA award plus match. This should be a count of all volunteer hours that support the activities of your VOCA Assistance program, even if they are not used as match.

Example: You may have 100 volunteers who contribute time valued at \$10,000 to your VOCA Assistance program. However, you may only need to provide a match of \$8,000 for your project. Even though you don't need to count all of the volunteer hours as part of your match, it remains important to reflect all of the volunteer hours in this question. OVC wants to know the total count of hours worked by ALL volunteers who support your agency's Victim Assistance program.



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Victims of Crime Act (VOCA) Victim Assistance Grant Program

Boycott of Israel Disclosure

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

In compliance with A.R.S. §§35-393 *et seq.*, all subrecipients must select one of the following (**SELECT ONLY ONE**):

- A. The Subrecipient (Company) does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- B. The Subrecipient (Company) does participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*

C. Exempt Contract or Subrecipient.

If selecting C (Except Contract or Subrecipient), indicate which of the following statements applies to this Contract:

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

Subrecipient Organization (Company):

Name: Apache County Attorney's Office

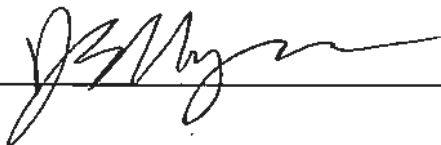
Address: PO Box 637

City: St Johns State: AZ Zip Code: 85936

Authorizing Official:

Printed Name: Jasmine Blackwater-Nygren

Title: County Attorney

Signature:  Date: 10/4/25

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ASSESSOR

Date/Signature: [Signature] 10/21/2025

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

Discussion and possible approval to hire a Property Appraiser III within the salary range (35).

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: Discussed w/ Jason

Signature [Signature] 10-21-25

Human Resources Review: [Signature] Vaughan

Signature N/A [Signature]

Other Review: _____

Signature N/A

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Sheriff's Office

Date/Signature: October 22, 2025

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval to hire a Dispatch Supervisor (Range 48) within the salary range. This has been budgeted for in FY26.

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review: OK per Chuck Resice

Signature: J. Langhille 10-28-25

Human Resources Review:

Signature: [Red Signature]

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



Apache County Sheriff's Office

Supporting Document: Hiring Recommendation – Dispatch Supervisor

Candidate: Amber Price

Proposed Rate: \$29.00/hour (\$60,320 annually)

Department: Apache County Sheriff's Office – Dispatch Services

Position Type: Unclassified Service, FLSA Non-Exempt

Position Overview & Operational Need

- The Dispatch Supervisor role manages 24/7 emergency communication operations, including 911 call-taking, law enforcement dispatch, and coordination with EMS and fire services.
- This role ensures operational coverage, staff accountability, ACJIS compliance, policy updates, and the implementation of training programs.
- The position has stayed vacant, adding pressure on senior dispatch staff and decreasing administrative oversight during absences, shift changes, or emergencies.
- Filling this role is crucial for maintaining continuity, morale, and dispatch center preparedness for multi-agency responses.

Candidate Background & Qualifications

- Amber Price is a former employee of the Apache County Sheriff's Office and currently serves with a large municipal dispatch center, gaining experience in high-volume, high-risk dispatch situations.
- Over a decade of experience in public safety communications, demonstrating leadership and operational dependability.
- Has formal training in 911 systems, CAD operations, and compliance with criminal justice data systems (e.g., ACJIS).
- Demonstrated professional growth and readiness to return to ACSO with increased responsibility.

Compensation & Fiscal Note

- Candidate originally requested \$34.00/hour.
- ACSO proposes \$29.00/hour, which is:
 - Within the approved salary range for the position (\$49,586 – \$74,379).
 - Approximately 21.6% above minimum and well below maximum range.

- Reflective of experience and current labor market conditions for dispatch leadership roles.
- The position is budgeted and does not require additional funding allocation beyond standard salary approval.

Request to Board of Supervisors

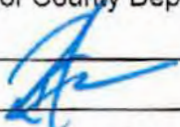
- Approve hiring Amber Price as Dispatch Supervisor at \$29.00/hour, effective upon onboarding and HR coordination.
- This appointment supports workforce stability, improves dispatch capabilities, and prepares ACSO for operational readiness during critical events and personnel transitions.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Sheriff's Office

Date/Signature: October 22, 2025



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

Discussion and possible approval to re-hire Mariah Mooney as a full-time employee. This request is due to Apache County Human Resources Policy Manual Section 1.68(A); Re-Employment.

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

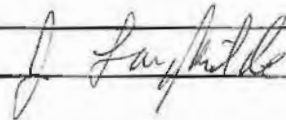
Review Routing / /Legal / /Finance / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: J. Layhille 10-28-25



Human Resources Review: _____

Signature: _____



Other Review: _____


Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

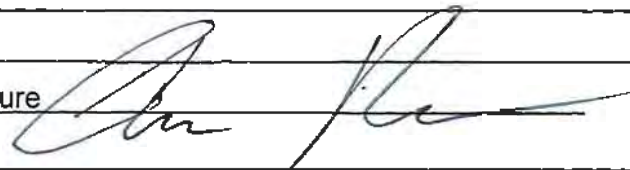
Date/Signature:  October 23, 2025

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval of the Governor's Office of Highway Safety DUI / Impaired Driving
Enforcement grant in the amount of \$10,000.00 for FY2026.

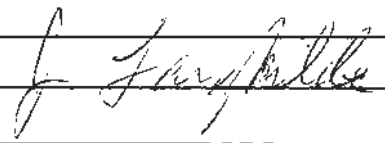
BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature  10-28-25

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Sheriff Joseph Dedman
Apache County Sheriff's Office
370 South Washington Street
Saint Johns, Arizona 85012

PROJECT REFERENCE:

Grant Agreement Number: 2026-AL-002
Total Estimated Costs: \$10,000.00
Purpose of Project: DUI/Impaired Driving
Enforcement Overtime

Dear Sheriff Dedman:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Ryan Patterson, County Manager, Apache County as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37526300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS GRANT NUMBER: 2026-AL-002	
ADDRESS 370 South Washington Street, Saint Johns, Arizona 85936	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs	
ADDRESS 75 West Cleveland Street, Saint Johns, Arizona 85936	3. PROJECT TITLE: DUI/Impaired Driving Enforcement Overtime	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Apache County.		
6. BUDGET COST CATEGORY	Project Period FFY 2026	
I. Personnel Services	S7,143.00	
II. Employee Related Expenses (39.99%)	S2,857.00	
III. Professional and Outside Services	S0.00	
IV. Travel In-State	S0.00	
V. Travel Out-of-State	S0.00	
VI. Materials and Supplies	S0.00	
VII. Capital Outlay	S0.00	
TOTAL ESTIMATED COSTS	\$10,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2026
CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 21

Total Population in city/town or county: 66,473

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2023	2022	2021
Total Crashes	427	426	457
Total Injury Crashes	132	121	144
Total Fatal Crashes	21	24	22
Total Impaired related Crashes	23	30	34
Total Impaired related Serious Injuries	24	25	19
Total Impaired related Fatalities	3	5	5
Total Speed related Crashes	61	63	73
Total Speed related Serious Injuries	29	31	35
Total Speed related Fatalities	2	3	3

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Apache County is the third-largest county in Arizona with over 2,238 miles of Interstate and paved State Highways. The highway system within the boundaries of Apache County consists of Interstate 40, U.S Highway 60, U.S. Highway 61, U.S. Highway 180 and U.S. Highway 191. The four primary highways in Apache County (Interstate 40, U.S. Highway 180/191 and U.S. Highway 60 and U.S. Highway 61) currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. A significant percentage of these drivers are impaired and/or commit flagrant traffic violations which create unsafe conditions for the law abiding motorists. There were 427 motor vehicle crashes and 23 persons were killed in crashes in Apache County in 2023. Impaired Driving was a significant factor in the 23 alcohol related accidents which occurred in Apache County in 2023 as 3 persons died and 24 persons were injured. The Apache County Sheriff's Office is currently funded for only twenty-three sworn Peace Officers. The Apache County Sheriff's Office has a lack of resources and personnel so traffic enforcement which targets impaired driving is very limited.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Apache County.

How Agency Will Solve Problem with Funding:

The Apache County Sheriff's Office is committed to increasing the traffic enforcement activities of personnel in order to stop and arrest impaired drivers on the roadways in Apache County. The Apache County Sheriff's Office is will utilize funding for overtime for Impaired Driving Details and saturation patrols. The agency will participate in multi-agency Regional D.U.I. Task Force details throughout Apache County during FFY 2026. The grant will provide funding for the Apache County Sheriff's Office personnel to perform patrols and traffic enforcement to stop impaired driver's throughout the year and during special events and Holiday Periods.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 5% from 23 during calendar year 2024 to 22 by December 31, 2026.

To decrease the number of serious injuries in impaired driving-related crashes 5% from 24 in calendar year 2024 to 23 by December 31, 2026.

To decrease the number of fatalities in impaired driving-related crashes 5% from 3 in calendar year 2024 to 3 by December 31, 2026.

Grant Agreement Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2026.

To participate in a minimum of 2 DUI task force operations per quarter during FFY 2026.

Additional Grant Agreement Objectives:

1. Increase the total number of arrests for Driving Under of the Influence.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Apache County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Apache County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman, Junior, Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

John Scruggs, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Andrea Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director.

Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,143.00
II.	Employee Related Expenses (ERE 39.99%)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$10,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252). (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. (42 U.S.C. 4601). (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973. (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. 794 et seq.), as amended. (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended. (42 U.S.C. 6101 et seq.). (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987. (Pub. L. 100-209). (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor grant recipient agrees

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge 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. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- C. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- D. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of

the Contract/Grant Agreement is in effect, an employee of any other party to the Contract Grant Agreement in any capacity or a consultant to any other party of the Contract Grant Agreement with respect to the subject matter of the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality,

or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4.

- debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 - H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
 - I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction." without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier

participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman, Junior, Sheriff
Apache County Sheriff's Office



10/9/25
Date

928-337-4331
Telephone

*Signature of Authorized Official of
Governmental Unit:*

Ryan Patterson, County Manager
Apache County

Date

Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Jeff Soderquist
Title: Commander
Telephone Number: 9283374321 Fax Number: 9283372709
E-mail Address: jsoderquist@apachecountyaz.gov

2. Agency's Fiscal Contact:

Name: Aleece LeSueur
Title: Financial Procurement Specialist
Telephone Number: 928-337-7584 Fax Number: _____
E-mail Address: alesueur@apachecountyaz.gov
Federal Identification Number: 866000385

- 3.
- REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:
Apache County Sheriff's Office

Warrant/Check to be mailed to:
ACSO

(Agency)

PO BOX 518

(Address)

ST. JOHNS, AZ 85936

(City, State, Zip Code)

- 4.
- Unique Entity Identifier:**

170320027

(Unique Entity Identifier #)

370 South Washington Street St Johns, Az 85936

(Registered Address & Zip Code)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  October 23, 2025

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval of the Governor's Office of Highway Safety STEP Enforcement grant in the amount of \$10,000.00 for FY2026.

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature  10-28-25

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37526300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS GRANT NUMBER: 2026-PTS-002	
ADDRESS 370 South Washington Street, Saint Johns, Arizona 85936	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: John Scruggs	
ADDRESS 75 West Cleveland Street, Saint Johns, Arizona 85936	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.		
6. BUDGET COST CATEGORY	Project Period FFY 2026	
I. Personnel Services	S7,143.00	
II. Employee Related Expenses (39.99%)	S2,857.00	
III. Professional and Outside Services	S0.00	
IV. Travel In-State	S0.00	
V. Travel Out-of-State	S0.00	
VI. Materials and Supplies	S0.00	
VII. Capital Outlay	S0.00	
TOTAL ESTIMATED COSTS	\$10,000.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2026
CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 21

Total Population in city/town or county: 66,473

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2023	2022	2021
Total Crashes	427	426	457
Total Injury Crashes	132	121	144
Total Fatal Crashes	21	24	22
Total Impaired-related Crashes	23	30	34
Total Impaired-related Serious Injuries	24	25	19
Total Impaired-related Fatalities	3	5	5
Total Speed-related Crashes	61	63	73
Total Speed-related Serious Injuries	29	31	35
Total Speed-related Fatalities	2	3	3

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Apache County is the third-largest county in Arizona with over 2,238 miles of Interstate and paved State Highways. The highway system within the boundaries of Apache County consists of Interstate 40, U.S Highway 60, U.S. Highway 61, U.S. Highway 180 and U.S. Highway 191. The four primary highways in Apache County (Interstate 40, U.S. Highway 180/191 and U.S. Highway 60 and U.S. Highway 61) currently experience a very high volume of vehicular travel as thousands of persons travel between the east and west coast of the continental United States. In 2023, there were 427 motor vehicle crashes in Apache County. The loss of life in Apache County during 2023 was significant as 21 persons were killed in motor vehicle accidents and 187 persons were injured. The Apache County Sheriff's Office has a lack of resources and personnel so traffic enforcement which targets Speeding and Reckless Driving is very limited.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

How Agency Will Solve Problem with Funding:

The Apache County Sheriff's Office will utilize funding deploy additional deputies to specifically target motorists who violate the traffic laws in order to enhance public safety on the roadways. The deputies dedicated to traffic enforcement will be assigned to target the highways in the locales and during the times that have been shown to experience high traffic volume. During the past few years, the Apache County Sheriff's Office experienced an extreme shortage of personnel. The Apache County Sheriff's Office has hired and trained new personnel.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 2% from 61 during calendar year 2024 to 60 by December 31, 2026.

To decrease the number of serious injuries in speeding-related crashes 2% from 29 in calendar year 2024 to 28 by December 31, 2026.

To decrease the number of fatalities in speeding-related crashes 5% from 170 in calendar year 2024 to 179 by December 31, 2026.

Grant Agreement Objectives:

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2026.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Apache County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman, Junior, Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

John Scruggs, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Andrea Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to: scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director.

Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,143.00
II.	Employee Related Expenses (ERE 39.99%)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$10,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 120): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252). (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. (42 U.S.C. 4601). (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973. (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. 794 et seq.). as amended. (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975. as amended. (42 U.S.C. 6101 et seq.). (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987. (Pub. L. 100-209). (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract grant agreement, the contractor grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor grant recipient fails to comply with any nondiscrimination provisions in this contract grant agreement, the State highway safety agency will have the right to impose such contract grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor grant recipient under the contract grant agreement until the contractor grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge 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. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- C. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice. AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- D. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of

the Contract/Grant Agreement is in effect, an employee of any other party to the Contract Grant Agreement in any capacity or a consultant to any other party of the Contract Grant Agreement with respect to the subject matter of the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality.

or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4.

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction." without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier

participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

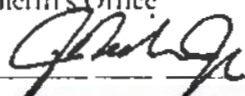
The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman, Junior, Sheriff
Apache County Sheriff's Office



10/9/25
Date

928 337-4321
Telephone

***Signature of Authorized Official of
Governmental Unit:***

Ryan Patterson, County Manager
Apache County

Date

Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Jeff Soderquist
Title: Commander
Telephone Number: 9283374321 Fax Number: 9283372709
E-mail Address: Jsoderquist@apachecountyaz.gov

2. Agency's Fiscal Contact:

Name: Aleece LeSueur
Title: Financial Procurement Specialist
Telephone Number: 9283377584 Fax Number: _____
E-mail Address: alesueur@apachecountyaz.gov
Federal Identification Number: 866000385

- 3.
- REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Apache County Sheriffs Office

Warrant/Check to be mailed to:

ACSO

(Agency)

PO BOX 518

(Address)

St. Johns, Arizona 85925

(City, State, Zip Code)

- 4.
- Unique Entity Identifier:***

170320027

(Unique Entity Identifier #)

370 South Washington Street St. Johns Arizona 85936

(Registered Address & Zip Code)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature: October 27, 2025 

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

Discussion and possible approval of accepting a \$275,000 grant from the State of Arizona pursuant to
A.R.S. §41-1733 School Safety Interoperability Program for continued implementation and support of the
interoperability system for accelerated response time on an emergency basis for first responders within
designated schools in Apache County.

BOS Meeting Date Requested November 4, 2025

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature J. Farjalla 10-28-25

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Katie Hobbs
Governor



Elizabeth Alvarado-
Thorson
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

DIVISION OF BUSINESS AND FINANCE
100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007
(602) 625-8325

ADOA Agreement Number DBF2025SB1735-SSI01

This Agreement is entered into by and between the **Apache County Sheriff** and the **Arizona Department of Administration** (hereinafter referred to as "ADOA"), and shall be effective as indicated in Section 1 - Term of Agreement.

A. **Apache County Sheriff** and ADOA enter into this Agreement pursuant to Laws 2025, Ch.233, Sec. 127 of the First Regular Session. Whereas \$3,220,000.00 was appropriated to the School Safety Interoperability Fund, established under A.R.S. § 41-1733, for fiscal year 2025-2026. From this appropriation, the ADOA shall allocate \$275,000.00 to **Apache County Sheriff**.

B. Pursuant to A.R.S. § 41-703(7), the ADOA Director can contract with or assist other departments, agencies and institutions of the state, local and federal governments in the furtherance of the department's purposes, objectives and programs..

C. Pursuant to A.R.S. § 41-703(8), the ADOA Director can accept and disburse grants, gifts, donations, matching monies and direct payments from public or private agencies for the conduct of programs that are consistent with the overall purposes and objectives of the department.

D. The **Apache County Sheriff** has those duties set out in A.R.S. § 41-1733, including contracting for those services necessary or desirable to enable **Apache County Sheriff** to adequately perform its duties.

For and in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. Term of Agreement

This Agreement shall be effective from **<Insert Start Date>** and shall remain in effect until **<Insert End Date>**.

2. Scope of Services

The **Apache County Sheriff** agrees to provide services related to the implementation, maintenance, and support of a school safety program, as described in Arizona Revised Statutes section 41-1733. The services will include the deployment of a secure multimedia data communication system to a user base consisting of public safety agencies and public schools throughout the state of Arizona, as well as training and support for end-users. **Apache County Sheriff** will also provide ongoing technical support, maintenance, and upgrades to the system as necessary to ensure it remains in compliance with all applicable laws and regulations. The Arizona

Department of Administration agrees to distribute funding for the school safety program through the State of Arizona School Safety Interoperability Fund, subject to availability of funds and compliance with applicable laws and regulations.

The **Apache County Sheriff** acknowledges that the funds distributed by the Arizona Department of Administration are intended to establish and maintain a school safety program, as described in Arizona Revised Statutes section 41-1733, and may be used only for this purpose. The **Apache County Sheriff** agrees to use the funds exclusively for the implementation, maintenance, and support of the school safety program. The parties acknowledge that any use of the funds for purposes other than those authorized under this agreement may result in the termination of the agreement and forfeiture of the remaining funds.

3. Changes to Scope of Services

Either party may request changes to the Scope of Services provided. Such a request by a party must be in writing to the other party, and the change to the Scope of Services must be approved in writing by the **Apache County Sheriff** and **ADOA**. Any additional services provided by **ADOA** shall be subject to then-current established **ADOA** billing rates and paid for in accordance with Section 5.

4. Reporting Requirements

The **Apache County Sheriff** shall submit a report on or before November 1st of each year to the Joint Legislative Budget Committee of all expenditures made for the School Safety program in the preceding fiscal year.

5. Manner of Financing

The Arizona Department of Administration shall distribute the sum of \$275,000.00 to the **Apache County Sheriff** to establish and maintain a school safety program, as described in Arizona Revised Statutes section 41-1733. This distribution is based on the appropriated amount from Laws 2025, Ch.233, Sec. 127, subject to the availability of funds and compliance with all applicable laws and regulations.

The **Apache County Sheriff** acknowledges that these funds are intended to be used exclusively for the implementation, maintenance, and support of the school safety program, and that any use of the funds for purposes other than those authorized under this agreement may result in the termination of the agreement and forfeiture of the remaining funds. The parties agree to maintain accurate records of all expenditures related to the school safety program.

6. Termination

Either party may terminate this Agreement upon thirty (30) calendar days written notice to the other party.

In the event the parties determine the Scope of Services requires the acquisition of capital equipment necessary for the business functions of the **Apache County Sheriff** and determine to amortize the cost of such equipment over several years, the **Apache County Sheriff** shall reimburse **ADOA** for such unamortized amounts on or before the date the contract is terminated.

In the event resources other than capital equipment have been specifically acquired for the **Apache County Sheriff** business function and upon the determination by **Apache County Sheriff** to terminate this Agreement prior to **ADOA**'s recovery of the cost of these resources, **Apache County Sheriff** shall be responsible to reimburse **ADOA** for the unrecovered cost of these resources, on or before the date the contract is terminated.

UNIFORM TERMS AND CONDITIONS

7. Administration and Operation

- **Records.** Under A.R.S. § 35-214 and § 35-215, the Apache County Sheriff shall retain any and all Data and other "records" relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Apache County Sheriff shall produce a legible copy of any or all such records.
- **Non-Discrimination.** The Apache County Sheriff shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the Apache County Sheriff's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement.
- **Facilities Inspection and Materials Testing.** The Apache County Sheriff agrees to permit access to its facilities, and the Apache County Sheriff's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the Apache County Sheriffs facilities nor Materials testing shall constitute final acceptance of the Materials or Services.
- **Advertising, Publishing and Promotion of Award.** The Apache County Sheriff shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of ADOA.

8. **Federal Immigration and Nationality Act.** Apache County Sheriff 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 award. The State shall retain the right to perform random audits of Apache County Sheriff records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Apache County Sheriff be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Apache County Sheriff 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.

10. **Availability of Funds for the Current State Fiscal Year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

- Accept a decrease in award offered to the Apache County Sheriff;
- Cancel the award; or
- Cancel the award and re-solicit the requirements.

11. **Personnel.** Apache County Sheriff warrants that its personnel will perform their duties under the Agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Apache County Sheriff further warrants that its key personnel will maintain any and all certifications relevant to their work, and Apache County Sheriff shall provide individual evidence of certification to State's authorized representatives upon request.

12. Agreement Termination

- **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Apache County Sheriff receives written notice of the cancellation unless the notice specifies a later time. If the Apache County Sheriff is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.
 - **Termination for Convenience.** The State reserves the right to terminate the Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Apache County Sheriff shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The Apache County Sheriff shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
13. **Arbitration.** 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 (A.R.S. Title 41).
 14. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
 15. 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.
 16. 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.
 17. Any change, modification, or extension of this Agreement must be submitted to the ADOA in writing or email.
 18. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
 19. 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.
 20. 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.

- 21. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Apache County Sheriff expressly state that this Agreement does not create any third-party rights of enforcement.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, 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 agreement.

26. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

Apache County Sheriff:	ADOA:
<Insert Agency Name>	Arizona Department of Administration
<Insert Division/Unit>	Division of Business and Finance
<Street Address 1>	100 N. 15 th Avenue
<Street Address 2>	Suite 302
<City, State, zipcode>	Phoenix, AZ 85007
ATTN: <POC Name>	ATTN: Michael Gurr
<POC Position>	Deputy Assistant Director
Phone Number: <Phone>	Phone Number: 602.625.8325
Email: <Email>	Email: mike.gurr@azdoa.gov

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Apache County Sheriff:

ADOA:

<Insert Agency Name>

Arizona Department of Administration

By: _____
<Insert Name>, <Insert Title>

By: _____
Elizabeth Alvarado-Thorson
Director

Date: _____

Date: _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

APC 2015-05-001

Submitter's Name: Attorney's Office

Date/Signature:

 10/22/25

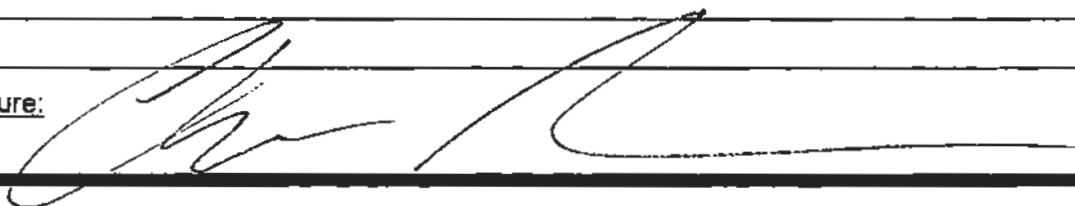
Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval to create the position of Public Information Officer (Range 55) and hire within the range. This is within the FY26 budget.

BOS Meeting Date Requested: 11/4/25

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature:



Finance Review:

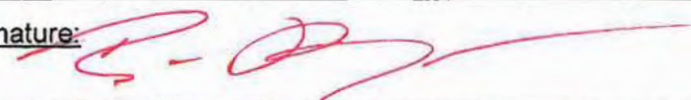
Per Chris will work within budget

Signature:

Joseph Langford 10-28-25

Human Resources Review:

Signature:



Other Review:

Signature:

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



PUBLIC INFORMATION OFFICER OFFICE AND ADMINISTRATIVE SUPPORT

Effective Date:	7/01/2023
Range:	55
Minimum Salary:	\$58,133
Midpoint Salary:	\$72,667
Maximum Salary:	\$87,200

NATURE OF WORK:

Under general direction of the County Attorney develops and coordinates the Attorney's Office public relations efforts, communications programs, and social media platforms.

TYPICAL DUTIES:

Composes press releases and County Attorney news items for publication; Reviews and edits press releases; Manages the Attorney's Office social media; Promotes County events through various mediums; Assists in public messaging; Develops written materials, audio-visual, and web-based aids to provide information about County services to the public; Ensures information (links, photos, news, calendar, etc.) on County Attorney's website is interesting, relevant and current; Educates staff in public and media relations; Maintains absolute confidentiality of work-related issues, customer records, and restricted County information;

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge in:

- Public relations strategies and techniques;
- Effective media avenues and media personnel;
- Web-based applications and programs;
- County policies and procedures.

Ability to:

- Speak publicly and respond to spontaneous questions;
- Prioritize, organize and manage multiple assignments;
- Develop, administer, and monitor program applications;
- Break down complex decisions for the public;
- Generate new and useful ideas and solve problems swiftly and sensibly;
- React in a calm and timely manner;
- Communicate effectively both verbally, and in writing;
- Compose, edit, and present clear and effective video and written public relations materials

MINIMUM QUALIFICATIONS:

Bachelor's Degree in Communications, Public Relations, Journalism, or relevant field; and four (4) years of experience in communications or public relations; OR any combination of education, training, or experience which demonstrates the ability to perform these job duties.



JASMINE BLACKWATER-NYGRÉN
APACHE COUNTY ATTORNEY'S OFFICE

BOARD OF SUPERVISORS AGENDA ITEM

PROS AND CONS

ACAO Public Information Officer

DESCRIPTION: The ACAO proposes to create the position of Public Information Officer (PIO) and hire within the range. In September 2025 the Arizona Prosecuting Attorney's Advisory Council (APAAC) began encouraging all County Attorneys to hire Public Information Officers or provide additional training to their existing PIOs. This is a statewide effort to increase direct communication between prosecuting agencies and the public. APAAC has funded PIO specialists to provide training to County Attorney Offices and their respective PIOs in social media presence, press releases and communicating with media outlets on general prosecution work and sharing appropriate information on specific cases in an effort to promote transparency and understanding of county prosecution work. Every Arizona County Attorney Office either already has a PIO in place or is in the process of hiring the position.

This position is meant to promote understanding of the work of the County Attorney's Office, not any single individual or elected official.

PROS:

- APAAC will provide specialized training for PIOs in prosecution offices
- Hiring a PIO will bring Apache County in line with other AZ prosecuting agencies
- The PIO will promote transparency within the county
- Increased communication will build credibility and confidence in public safety
- Provides a way to speak directly to the public

CONS:



JASMINE BLACKWATER-NYGRIN
APACHE COUNTY ATTORNEY'S OFFICE

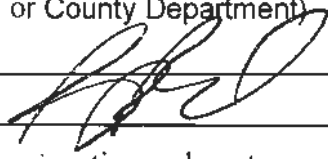
- None. This proposal is within the scope and budget of the ACAO and is recommended by APAAC.

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

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

County Manager _____

Date/Signature: _____

 10/27/25

County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance:

- The Eastern Arizona Counties Organization meeting on November 19, 2025, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on November 19, 2025, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on November 20, 2025, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date 11/4/25

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

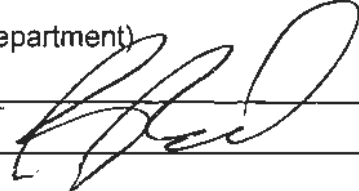
Signature _____

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

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

County Manager _____

Date/Signature: _____

11/27/25 

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 11/4/25

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 _____