



Joe Shirley, Jr.
Supervisor, District I

Alton Joe Shepherd
Chairman, District II

Nelson Davis
Vice Chairman, District III

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

September 5, 2023
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
September 5, 2023**

1. Discussion and possible approval of Amendment #2 for Flu and Pneumonia Vaccination Services between the Apache County Public Health Services District, the Arizona Local Government Employee Benefit Trust (AZLEGEBT) and Rural Arizona Health Group Trust (RAGHT) replacing Section II (1)(A), Section II (5), Exhibit A and Exhibit B, effective October 1, 2023.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
September 5, 2023**

1. Discussion and possible approval to accept a donation to the Alpine Public Library from the Alpine Area Library Friends, in the amount of \$33,003.82.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
September 5, 2023**

1. Discussion and possible approval to remove and replace an aging swamp cooler with a 20-ton heating, ventilation, and air conditioning (HVAC) unit from Advanced Air Systems, a single source provider, for two housing units for the Apache County Jail, utilizing 50% from Jail Enhancement and 50% from Jail District funds in the amount of \$82,854.
2. Discussion and possible approval to purchase and upgrade the jail's radio repeater system and two-way radios from White Mountain Communications for jail staff at a total cost of \$25,660.31. This is funded 50% by the Jail Enhancement and 50% from the Jail District Budget.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
September 5, 2023**

1. Community Development: Following a public hearing, discussion, and possible approval of the First Amended Plat of the Cedar Ridge Unit 2 Subdivision allowing James Keeley to combine five (5) contiguous lots, including a portion of Eden Avenue abandoned by resolution, as recorded as Reception #2023-003640, creating one (1) +/- 5.46-acre lot. The subdivision is located in Vernon, AZ. A.P.N. 106-27-043, 106-27-044, 106-27-045, 106-27-046 and 106-27-057 Section: 4, Township10N, Range 24E. Planning & Zoning Commission unanimously recommended approval on August 3, 2023.
2. County Manager: Request approval of a liquor license application recommendation for Kelly Ann Meixler, Concho Spring RV Resort, 7, County Road 61, Concho, Arizona.
3. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between August 14, 2023, to September 5, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated August 14, 2023.

- *C. Request approval of the Public Fiduciary Reorganization Plan. These changes will not increase the FY24 budget.

County Attorney's Office:

- *D. Request approval of Victim Compensation Grant Number VC-24-001 from the Arizona Criminal Justice Commission in the amount of \$88,210. These funds will be used to further assist victims of crime through our Victim Compensation Program.
- *E. Request approval of Drug, Gang and Violent Crime Control FY2024 Award DC-24-020 from the Arizona Criminal Justice Commission in the amount of \$105,480.14. These funds will be used to assist in the prosecution of crimes.

Emergency Management:


- *F. Notification that on August 15, 2023, after reviewing current weather and fire conditions, Stage 1 Fire Restrictions were rescinded for the unincorporated areas of Apache County.


Sheriff's Office:

- *G. Request approval to remove and replace an aging swamp cooler with a 20-ton heating, ventilation, and air conditioning (HVAC) unit from Advanced Air Systems, a single source provider, for two housing units for the Apache County Jail, utilizing 50% from Jail Enhancement and 50% from Jail District funds in the amount of \$82,854.
 - *H. Request approval to purchase and upgrade the jail's radio repeater system and two-way radios from White Mountain Communications for jail staff at a total cost of \$25,660.31. This is funded 50% by the Jail Enhancement and 50% from the Jail District Budget.
4. Engineering Department: Discussion and possible approval of a resolution to enter into an amended Intergovernmental Agreement between the Navajo Nation and Apache County for school bus route maintenance. Strip maps of each road included in the agreement are available for review in the County Manager's Office.
 5. Probation Services: Discussion and possible approval to create a Program Coordinator & Intake Supervisor (Range 63) with a minimum starting salary of \$69,895, for the Legacy Teen Center. This position will be paid entirely out of state funds and juvenile jail tax district. There will be no impact to the County's general fund.
 6. Information Technology Department: Discussion and possible approval to renew the existing phone system maintenance contract with Continuant for a period of one (1) year.

7. Information Technology Department: Discussion and possible approval of a Memorandum of Understanding between Apache County and the State of Arizona Department of Emergency and Military Affairs- Arizona National Guard for cyber security and defense.
8. Information Technology Department: Discussion and possible of the Network Interconnection Agreement between the Apache County Information Technology Department and the Arizona Supreme Court Administrative Office of the Courts for the security of the court's network.
9. Sheriff's Office: Discussion and possible approval to create a Detective position (Range 54). This position will be paid with grant funds and will not increase the FY24 budget.
10. Sheriff's Office: Discussion and possible approval to accept a grant from the Arizona State Treasurer's Office in the amount of \$25,000 per the 2023 Senate Bill 1720 – County Sheriff Search and Rescue-Related Equipment Reimbursement to enhance the Sheriff's search and rescue mission capabilities.
11. 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 September 20, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - Small Counties Forum meeting on September 20, 2023, 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 September 21, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
12. 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)-337-4402 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 31st day of August 2023 at 2:00 p.m. MST by 


Ryan N. Patterson
Clerk of the Board

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time a stamp

Submitter's Name: (Individual, Organization, or County Department) KIMBERLY COLE, HEALTH DIRECTOR

Date/Signature: 08/17/2023 

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

ACPHSD requests discussion and possible approval of the agreement for Flu and Pneumonia Vaccination Services between ACPHD and Arizona Local Government Employee Benefit Trust and Rural Arizona Health Group Trust (AZLGEBT/RAGHT) Amendment #2 replacing Section II(1)(A), Section II (5), Exhibit A and Exhibit B effective 10/01/2023.

BOS Meeting Date Requested 09/05/2023.

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

ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST AND RURAL ARIZONA GROUP HEALTH TRUST WELLNESS PROGRAM SERVICES AGREEMENT

DESCRIPTION: The Apache County Clinical Services team will administer flu and pneumonia shots to the employees and families of Apache County and the cities of St Johns, Springerville, and Eagar. During these clinics, the team will educate clients about the flu and pneumonia, screen for contraindications to the flu and pneumonia vaccines, obtain health insurance billing information, administer the vaccine, and provide discharge instructions. Insurance billing information will be provided to the Insurance Trusts to reimburse the Clinical Services Division for the flu and pneumonia shots.

PROS: The Insurance Trusts will save money since they do not have to pay an organization from Phoenix to travel to Apache County to provide this service. Plus, the Clinical Services receives the reimbursement to help offset the costs of providing clinical services to the citizens of Apache County.

CONS: None

**Arizona Local Government Employee Benefit Trust and Rural Arizona
Group Health Trust Wellness Program Services Agreement**
Amendment #2

The Agreement for Flu and Pneumonia Vaccination Services between Arizona Local Government Employee Benefit Trust and Rural Arizona Group Health Trust (hereafter "AZLGEBT/RAGHT") on the one hand, and Apache County Health Department, on the other hand, dated effective October 1, 2021 (the "Agreement"), is hereby amended effective October 1, 2023 as noted below. All other terms of the Agreement not previously amended remain in full force and effect.

1. Section II(1)(A) shall be deleted in its entirety and replaced with the following:

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

<u>Procedure</u>	<u>Procedure Code</u>	<u>Reimbursement Rate</u>
i. Adult flu vaccine (under 65)	90686	\$24.00
ii. Flu vaccine (over 65)	90694	\$59.87
iii. Pneumonia PCV20	90677	\$302.37
iv. Shingrix Zoster/Shingles Vaccine	90750	\$183.22

In addition to the fee schedule noted above, there is a \$25 administration fee per person.

2. The currently in force Exhibit "A" shall be deleted in its entirety and replaced with the following:

EXHIBIT A

AZLGEBT/RAGHT Vaccination Schedule

Date	Time	Location
10/10/2023	10:00am-11:00am (local time)	Chinle Road Yard Hwy 191, Chinle
10/10/2023	11:30am-12:30pm (local time)	Ganado Road Yard Hwy 264, Ganado, Ganado
10/10/2023	2:00pm-3:00pm	Sanders/Chambers Road Yard US-191 Frontage Road, Chambers
10/11/2023	8:30am-11:30am	St. Johns Annex: Board Room 75 W. Cleveland St., St. Johns
10/11/2023	1:00pm-2:00pm	Sheriff's Office/ Jail 370 S. Washington St., St. Johns
10/12/2023	8:30am-11:30am	Eagar Town Hall: Council Chambers 22 W. 2nd St., Eagar



APACHE COUNTY

Public Health Services District

Healthy People - Healthy Environment

INFORMED CONSENT FORM

Last Name: _____

First Name & Middle Initial: _____

Gender: Male Female Other

Date of Birth: _____

Address: _____

Phone Number: _____

Email Address: _____

Race/Ethnicity: American Indian or Alaska Native Asian Black or African American Hispanic or Latino
 Native Hawaiian or Other Pacific Islander White Other: _____

Please check the service(s) you are here for:

Family planning Lab Work TB Test Immunizations Birth Control Refill
 Nurse Consult STD/STI Test/Treatment Pregnancy Test Blood Pressure

Insurance Information

Do you have Insurance? Yes No AHCCCS? Yes No

Can we bill your insurance? Yes No

Initial: _____ (AZLGEBT Participants only: I consent and authorize for my name to be released to Vitality Group, LLC for incentive purposes.)

Insurance Provider: _____

Subscriber Name: _____

Subscriber DOB: _____

Insurance ID Number: _____

Insurance Group Number: _____

With my signature below, I consent to the administration of the vaccine(s) chosen. I have truthfully answered all questions to the best of my knowledge. I attest I meet the eligibility criteria for the vaccination (if any); if I am the parent/guardian of the minor patient, I attest the minor patient meets the eligibility criteria for the vaccination. I also release Apache County Public Health Services District and its subsidiaries, affiliates, officers, directors, employees, and agents from all liability including acts of omission or commission, resulting, or arising from my receipt or the minor's receipt of this vaccination. I understand that: 1) I have voluntarily chosen to receive the vaccination and understand that I am obligated to pay for all products and services received, if applicable; 2) I may be responsible for payment after the date of service if the product or service is billed to my medical benefit; 3) I am of legal age and authorized to execute this consent form or I am the parent/guardian of the minor patient; 4) I will immediately alert the Nurse of any medical conditions which may adversely affect my personal health or effectiveness of the vaccine; 5) I have been counseled about potential side effects after vaccination, when they may occur, and when and where I should seek treatment; 6) I am responsible for following up with my physician, at my expense, if I experience any side effects; 7) I should remain in the observation area for 15 minutes. If I leave the area without waiting, I acknowledge that I am doing so at my own risk and against the advice of the professional who administered the vaccine; 8) I have read, or have had read to me, the Vaccine Information Statement(s) ("VIS") or Emergency Use Authorization ("EUA") provided for the vaccine(s) to be administered. I have had the opportunity to ask questions, and all my questions have been answered to my satisfaction. I understand the benefits and risks of the vaccine(s); 9) I have been offered and/or provided a copy of the company's Notice of Privacy Practices & Patient Rights in compliance with the Health Insurance Portability and Accountability Act (HIPAA); 10) This vaccination, including any vaccination granted additional privacy protections under state or federal law, is subject to reporting by Apache County Public Health Services District to Arizona State Immunization Information System (ASIIIS), which may share my immunization data with others, and I authorize this disclosure.

Patient Signature: _____

Date: _____



APACHE COUNTY

Public Health Services District
Healthy People - Healthy Environment

Screening Checklist for Contraindications to Vaccines for Adults

Patient Name: _____

DOB: _____

CIRCLE THE ANSWER TO EACH QUESTION

Are you sick today? (If mild viral symptoms and the temp is below 100, vaccine can be given). People on antibiotics over 24 hours can be given the vaccine.	yes	no	<i>If yes, please explain:</i>
Do you have any allergies to an ingredient of the vaccines, medications, latex, or food?	yes	no	<i>If yes, please explain:</i>
Have you ever had a serious reaction to any vaccines in the past?	yes	no	<i>If yes, please explain:</i>
Have you ever had Guillain-Barre Syndrome?	yes	no	<i>If yes, please explain:</i>
Do you have long-term health problems with heart, lung, kidney, metabolic disease (e.g. diabetes), asthma, blood disorder, splenectomy, complement component deficiency, a cochlear implant, or a spinal fluid leak? Are you on long-term aspirin therapy?	yes	no	<i>If yes, please explain:</i>
Do you have cancer, leukemia, HIV/AIDS, or any other immune system disorder? Do you have an immediate family member with an immune system disorder?	yes	no	<i>If yes, please explain:</i>
In the past 3 months, have you taken any medications that affect your immune system; such as steroids, anti-cancer drugs (chemotherapy or radiation), treatment for rheumatoid arthritis, Crohn's Disease, or Psoriasis?	yes	no	<i>If yes, please explain:</i>
Have you had a seizure or other nervous system disorder?	yes	no	<i>If yes, please explain:</i>
During the past year have you received a blood transfusion, blood products, immune (gamma) globulin or an anti-viral drug?	yes	no	<i>If yes, please explain:</i>
For women: Are you pregnant, or is there a chance you could become pregnant in the next month?	yes	no	<i>If yes, please explain:</i>
Have you received any vaccines in the last 4 weeks?	yes	no	<i>If yes, please explain:</i>
Do you have a history of Chickenpox?	yes	no	<i>If yes, please explain:</i>

Form Completed By: _____

Date: _____

Form Reviewed By: _____

Date: _____



APACHE COUNTY

Public Health Services District
Healthy People - Healthy Environment

Patient Disclosure Form

1. Acknowledgement of Practice's Notice of Privacy Practices:

By subscribing my name below I acknowledge that I was provided a copy of the Notice of Privacy Practices and I have received, read, and understand the Notice of Privacy Practices containing a more complete description of the uses and disclosures of my health information.

Name of Patient: _____ Date of Birth: _____

Signature of Patient/Parent/Guardian: _____

2. Emergency Contact Information:

In the event of an emergency, I authorize Apache County Public Health Services Personnel to contact the person/people listed below:

Primary Emergency Contact Name: _____ Phone: _____

Additional Contact Name: _____ Phone: _____

In the event of a medical emergency, I authorize Apache County Public Health Services District to provide necessary treatment and to call 911 on my behalf.

Comments: _____

Signature: _____ Date: _____

3. Contact Authorization:

I give permission for Apache County Public Health to contact me regarding the services provided to me today. I hereby request that the Practice make all communications to me as I have listed below:

Primary Phone number _____

Ok to leave detailed information Leave message with callback number only

Secondary Phone number _____

Ok to leave detailed information Leave message with callback number only

Email address _____

Ok to leave detailed information Leave message with callback number only

Mailing address _____

Ok to send detailed information Send mail with callback number only

4. HIPAA Acknowledgement:

I understand that under the Health Insurance Portability & Accountability Act of 1996 ("HIPAA"), I have certain rights to privacy regarding my protected health information. I understand that this information can and will be used to:

Conduct, plan and direct my treatment and follow-up among the multiple healthcare providers who may be involved in that treatment directly and indirectly.

Obtain payment from third-party payers. Conduct normal healthcare operations.

I understand that I may request in writing that ACPHSD restrict how my private information is used or disclosed to carry out treatment, payment, or health care operations. I also understand ACPHSD are not required to agree to my requested restrictions, but if you do agree then you are bound to abide by such restrictions.

Signature: _____ Date: _____

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the day and year stated below to be effective October 1, 2023.

AZLGEBT:

By: 

Ryan Patterson, Chairperson
Name, Title


333 East Osborn Rd., Ste. 270
Address

Phoenix, AZ 85012
City, State

(928)753-4700
Telephone Number

Date: 7/19/23

Apache County Health Department

By: 

Kimberly Cole, Director
Print Name, Title

P.O. Box 697
Address

St. Johns, AZ
City, State

928-337-7926
Telephone Number

Date: 7/24/23

REVIEWED AND APPROVED AS TO FORM:



Date: July 13, 2023

Michael E. Hensley, Legal Counsel for Trusts

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 8-28-2023

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

Discussion and possible approval to accept a donation to the Alpine Public Library from the Alpine Area Library Friends in the amount of \$33,003.82.

BOS Meeting Date Requested: **September 5, 2023**

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature Ch R. [Signature]

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Pros and cons regarding the receiving of a donation from the Alpine Area Library Friends.

Agenda items as written:

Discussion and possible approval to accept a donation to the Alpine Public Library from the Alpine Area Library Friends in the amount of \$33,003.82.

Apparently, the Alpine Area Library Friends are disbanding and decided to donate their remaining funds to the Alpine Public Library.

Pros:

Funds that could be used to improve library programs, fixtures, and facility.

Future opportunities to give back to the community through library programming.

Cons:

None that I can think of.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office – Jail District

Date/Signature: _____


Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval to remove and replace an aging swamp cooler with a 20-ton heating, ventilation and air conditioning (HVAC) unit from Advanced Air Systems, a single source provider, for two housing units for the Apache County Jail utilizing 50% from Jail Enhancement and 50% from Jail District funds in the amount of \$82,854.

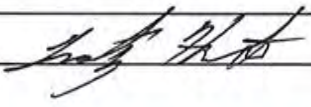
BOS Meeting Date Requested March 5, 2023

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 _____

Included Services:

- | | |
|--|---|
| - Quality workmanship backed by a 100% money back first year Guarantee backed completely backed by Trans & Advanced Air Systems. | - Misc. Material/Supplies |
| - Roof Curb | - Electrical work |
| - Crane | - SGL |
| - Rental Equipment | - Hall Guard, Economizer, Low ambient control, Remote temp sense, Backup heat kit |

1

Choose Your Payment Option

Check

2

Choose Your Equipment Option

20 Ton Package Heat Pump for the two pods to replace the swamp cooler

3

Terms and Conditions

Thank you for allowing us to provide you with this Proposal. We greatly appreciate the opportunity and strive to earn your business.

1. [Check Our Reviews Before You Choose! - Click Here](#)
2. [To apply for Wells Fargo Financing - CLICK HERE!](#)
3. [To apply for Good Leap financing - CLICK HERE](#)

****For optimum energy efficiency Advanced Air Systems, Energy Star and Department of Energy recommends a Cooling Set Point of 78 degrees and a Heating Set Point of 72 for heating.** We do NOT recommend setting the Cooling Set Point below 74 degrees or the Heating Set Point above 76 degrees. If set above/below those Set Point limits damage can occur to equipment and building as well as increased utility bills and wear & tear on the Comfort equipment. If you have special design requirements and need to operate outside the normal temperature limits of please ask your Comfort Specialist for more details.**

TERMS & CONDITIONS OF AGREEMENT Proposal is good for 10 days. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices and local codes. Any alteration or deviation from above specifications including extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements contingent upon delays beyond our control. If account is placed in collections purchaser agrees to pay all costs of collection, including attorney's fee. Any items or equipment not paid in full is said to be property of Advanced Air Systems and it is agreed the equipment will be collected or removed from property by Advanced Air Systems. **FINAL PAYMENT IS DUE UPON**

COMPLETION OF APPROVED WORK. Please NOTE Customer has 3 day right to rescission please notify us within this time frame to cancel. If we are contacted after 3 day right to rescission there will be a 10% fee of total project for restocking and freight costs to return equipment. Signing this proposal acknowledges this fee.

Warranty: Advanced Air warrants to the customer that materials and equipment furnished under the contract are of good quality and free from known defects. In addition to all manufacturer warranties, the contractor warrants that all work performed will conform to trade best practices and customs and provides an additional One-year (1) workmanship warranty to correct any defect in the work performed. This warranty excludes damage or defects caused by abuse, neglect, alterations to work not performed by the contractor, improper operation, and normal wear and tear. If the homeowner fails to notify contractor of defects within the one-year period or does not provide the contractor adequate opportunity to correct such defects, the homeowner waives the right to require corrections and waives any claims for breach of warranty.

***Equipment availability is currently volatile and lead times can vary drastically. See office for details and equipment availability.

Tax Credit Disclaimer: You agree to consult with your tax professional for the Federal tax credit. Tax rules are complex and change frequently depending on the tax payers situation. By accepting this agreement you acknowledge that and any tax liability. You are therefore encouraged to consult your own tax advisor before accepting this proposal.

Trane Commercial Package Heat Pump • Date Created: 08-24-2023

4

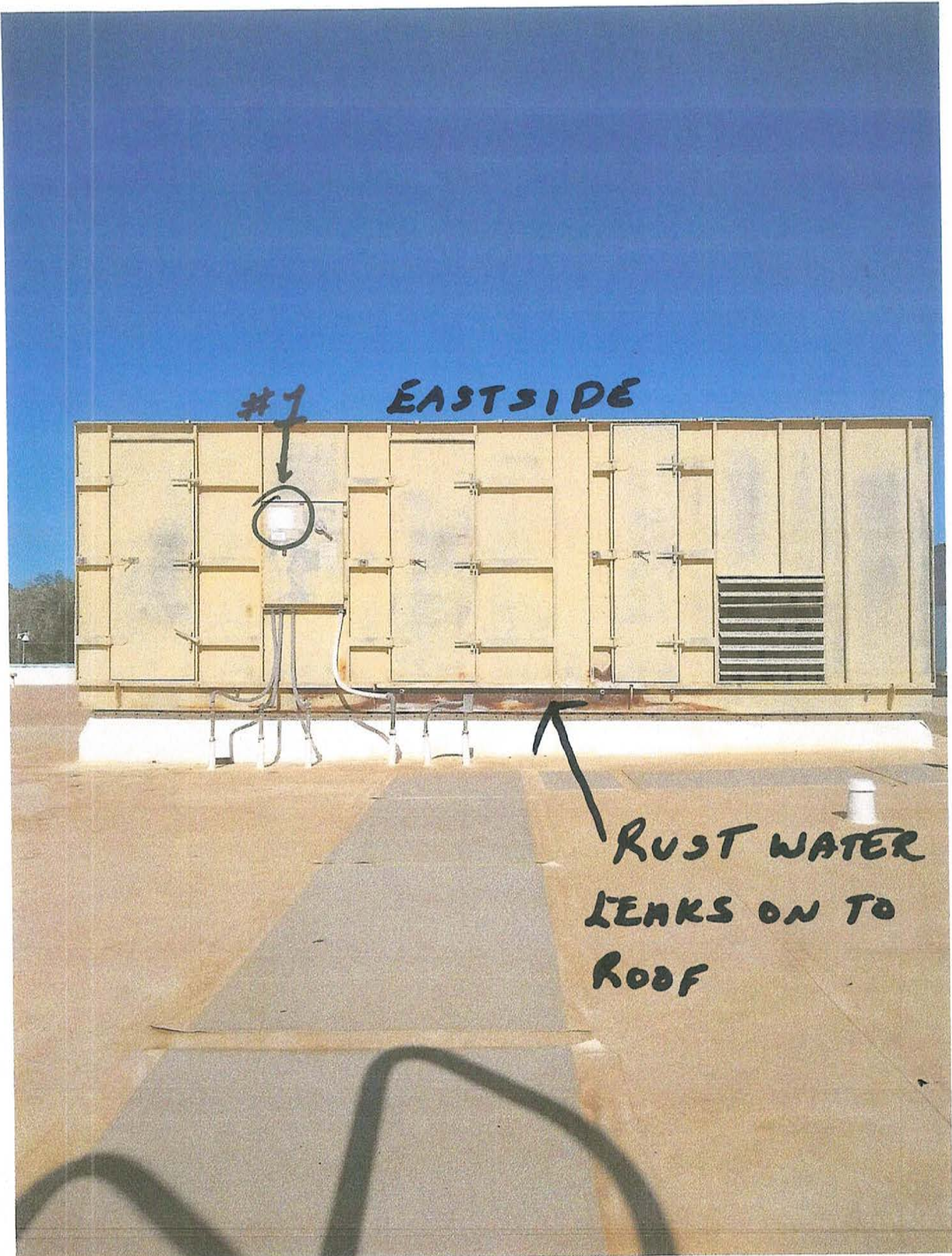
Approve Your Proposal

Print your name

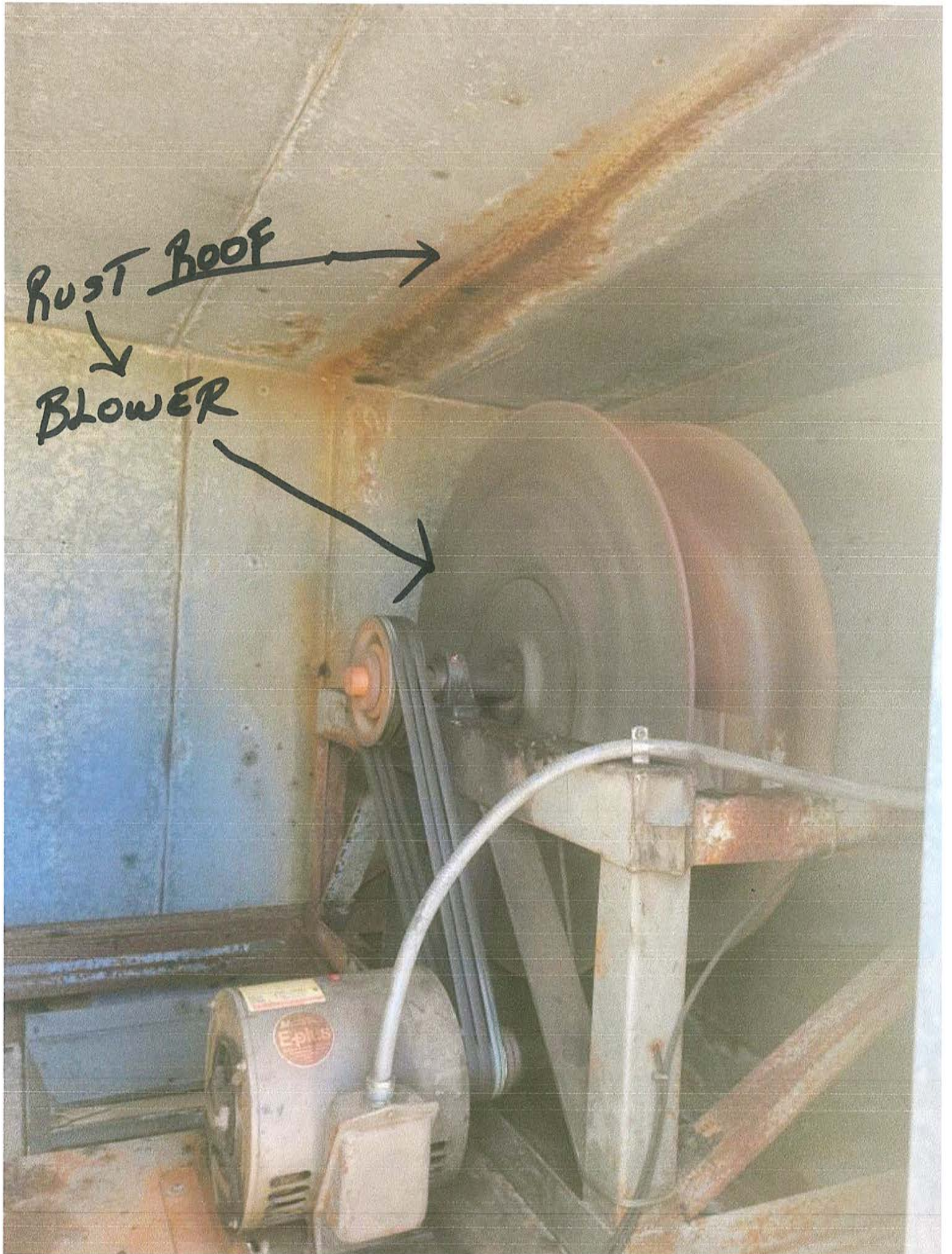
Draw your signature.

Clear

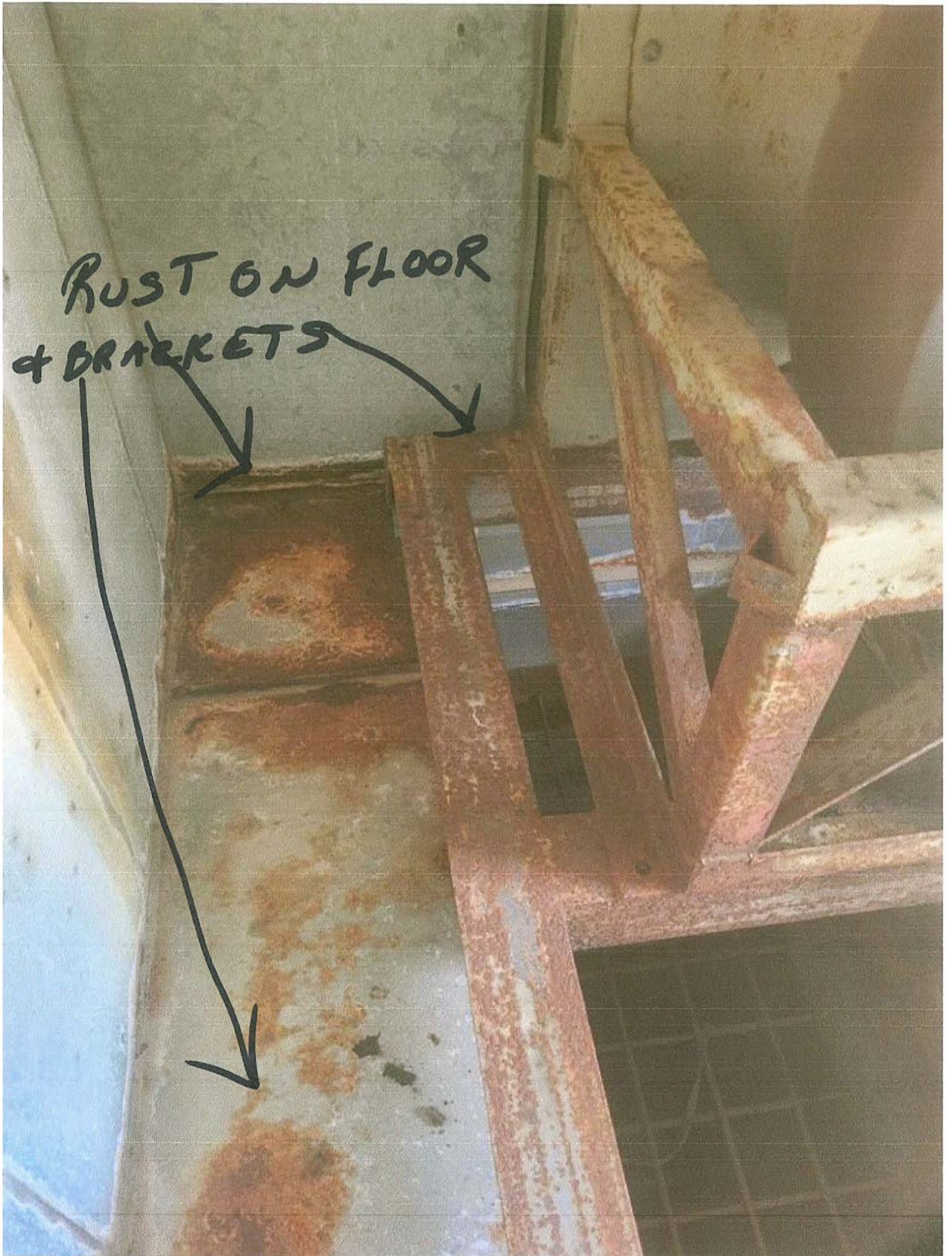
~ ~ ~ ~ ~ The terms of this agreement. ~ ~ ~ ~ ~



RUST ROOF
↓
BLOWER



RUST ON FLOOR
& BRACKETS

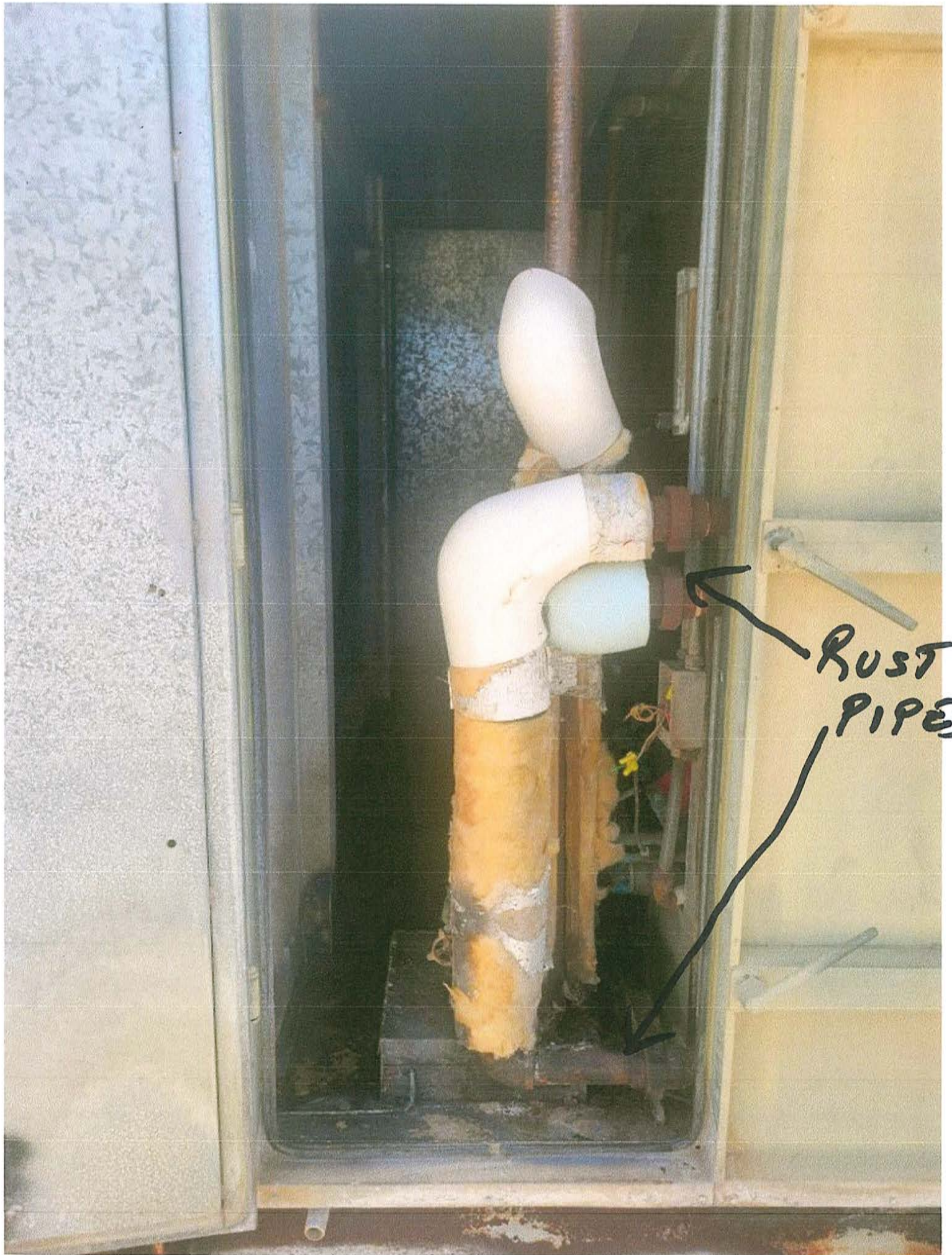


RUST ON FLOOR & BRACKET



RUST ON CONTROL
PANEL FALLING
APART





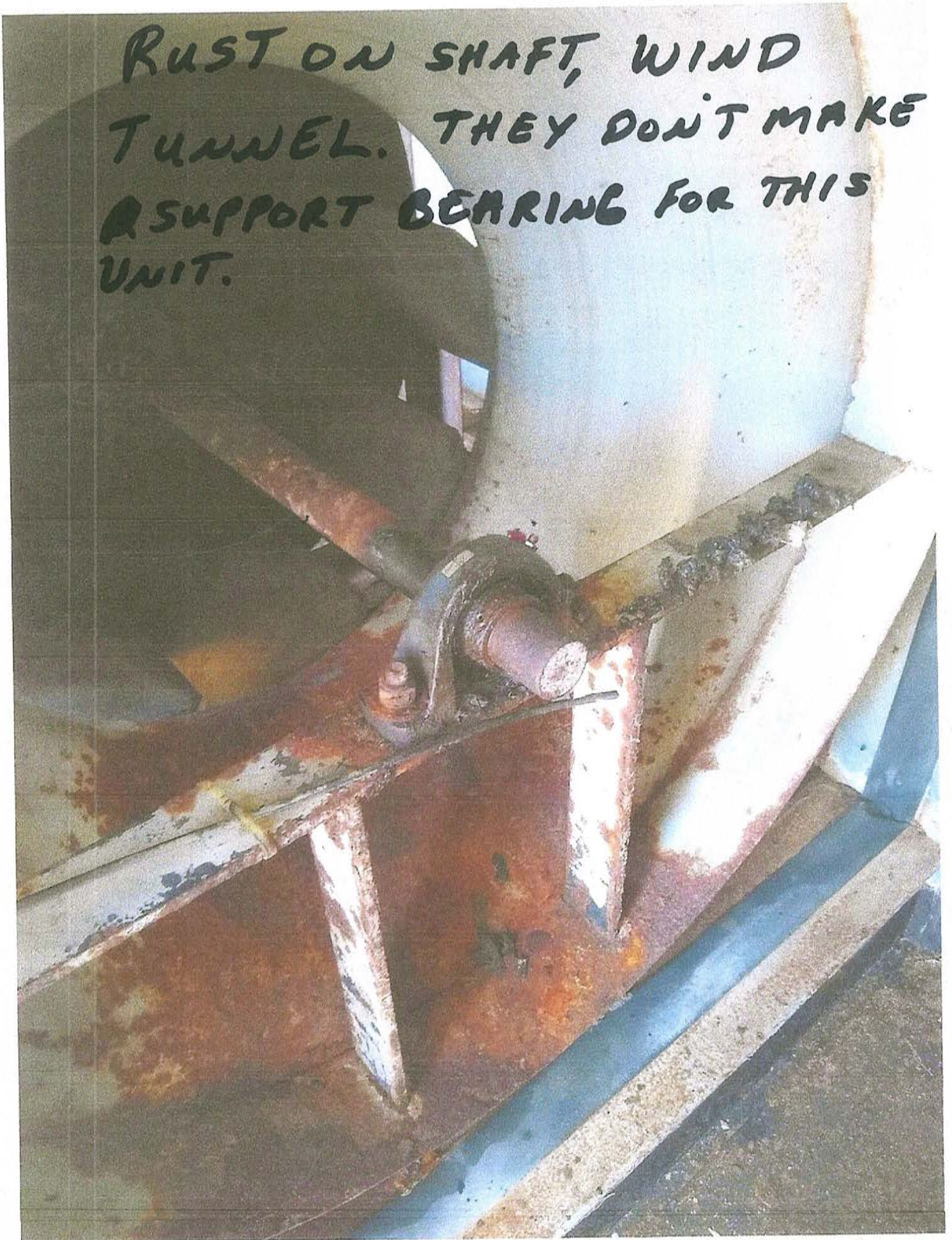
RUST
PIPES

RUST FLOOR

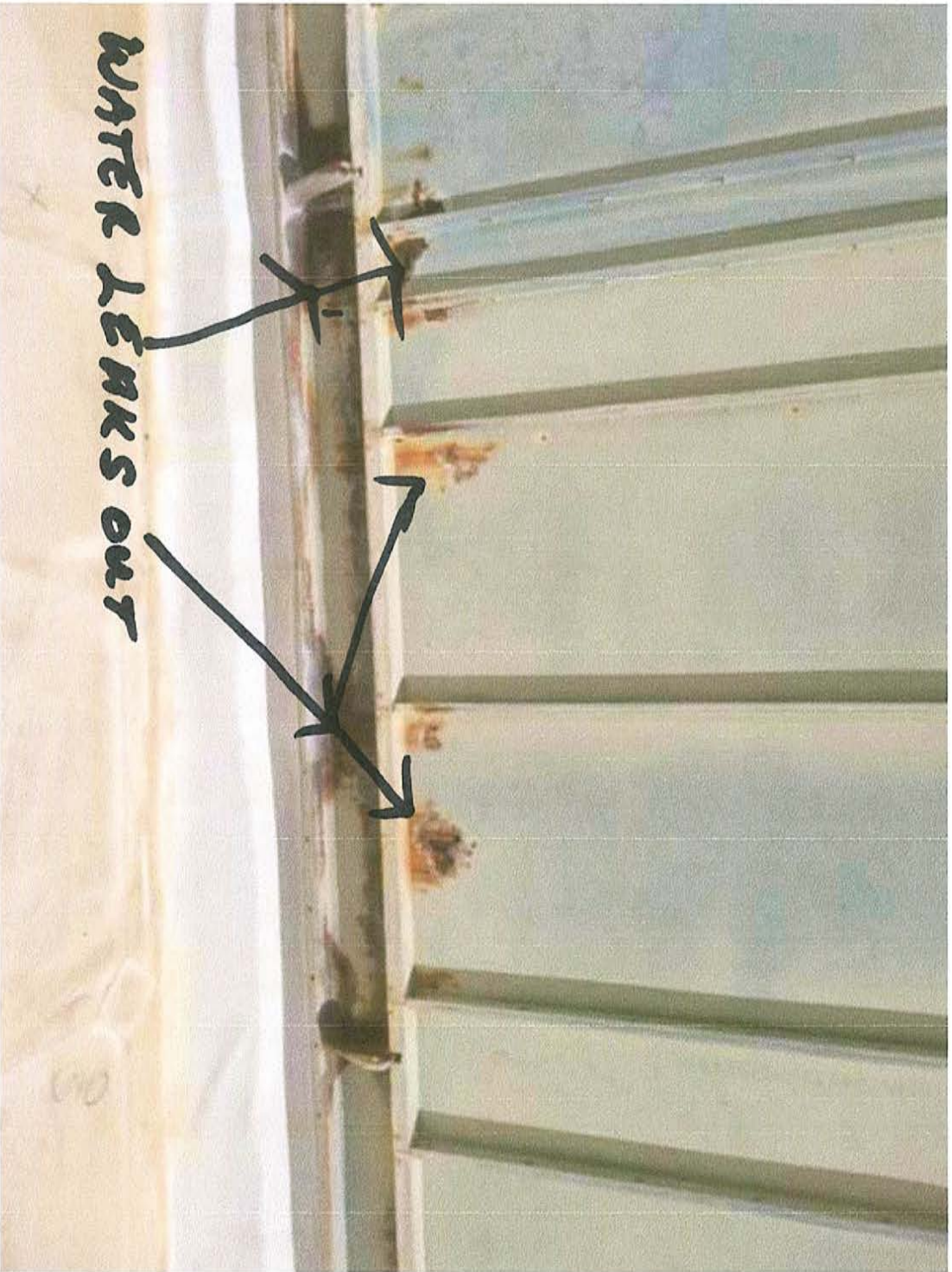
YOU CAN SEE
THROUGH THE
WALL



RUST ON SHAFT, WIND
TUNNEL. THEY DON'T MAKE
A SUPPORT BEARING FOR THIS
UNIT.



**YOU CAN SEE THROUGH THE WALL
FROM RUST.**




WEST SIDE



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

Submitter's Name: Apache County Sheriff's Office – Jail District


Date/Signature: _____


Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval to purchase and upgrade the jail's radio repeater system and two-way radios from White Mountain Communications for jail staff at a total cost of \$25,660.31. This is funded 50% by the Jail Enhancement and 50% from the Jail District Budget.

BOS Meeting Date Requested March 5, 2023

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 _____



White Mountain Communications
 1474 E. Spruce Lane/P.O. Box 2329
 Pinetop, Arizona 85935
 ph: 928-367-6116
 fx: 928-367-6386

Customer	Date	Date
Apache County Jail Attn: Sgt. Thomas Revised to Cmdr. McCarthy	1/3/2022	3/10/2023

Project Summary: Furnish/Provision/Install JVC Kenwood Kalros Repeater. Furnish/Provision JVC Kenwood NX portable radios

Equipment											
Line	Part Number	Description	Quantity	1/2022 List Price Per Unit	1/2022 AZ State Contract Price	1/2022 extended Price	3/2023 List Price Per Unit	3/2023 AZ State Contract Price	3/2023 extended Price		
1	K4AIR2S	K4AIR2S K4500 DMR 144 FH (450-527 MHz) REPEATER, 1.25W	1	\$3,800.00	\$2,660.00	\$2,660.00	\$4,247.00	\$2,972.00	\$2,972.00		
2	K4AIR2S2101	DUPLEXER & CAVITY UNIT BPNR (450-470MHz ONLY)	1	\$1,275.00	\$1,242.50	\$1,242.50	\$1,871.00	\$1,311.00	\$1,311.00		
3	K4500P2040E	POWER SUPPLY, 40A, 13.8VDC, 19" WIDE BACK MOUNTED	1	\$497.30	\$348.11	\$348.11	\$566.70	\$396.09	\$396.09		
4	K4500P2074	19" MOUNT PANEL FOR 2 K4AIR2S REPEATER	1	\$372.60	\$260.82	\$260.82	\$550.90	\$385.54	\$385.53		
5	K4AIR2S	LAIRD FR450450-470 SDBI FIBERGLASS OMNI ANTENNA, 350 WATTS, N-F	1	\$279.14	\$195.40	\$195.40	\$279.14	\$195.40	\$195.40		
6	COMMSCOPE	COMMSCOPE LDF4-504L/2" Corrugated Copper Foam HELIAX Coaxial Cable, 50 Ohm	100	\$2.28	\$1.60	\$159.60	\$2.28	\$1.60	\$159.60		
7	COMMSCOPE	COMMSCOPE 14TNF-PSA Positive Stop N-Male for 1/2" LDF4, AL4RPV, HL4RPV	1	\$24.68	\$17.28	\$17.28	\$24.68	\$17.28	\$17.28		
8	COMMSCOPE	COMMSCOPE 14TNF-PSA Positive Stop N-Female for 1/2" LDF4, AL4RPV, HL4RPV	1	\$24.68	\$17.28	\$17.28	\$24.68	\$17.28	\$17.28		
9	COMMSCOPE	COMMSCOPE 55H-125 Stackable Snap-In Hanger Kit for 1/2" HELIAX® Cable, 10/Pkg	2	\$19.19	\$13.43	\$26.87	\$19.19	\$13.43	\$26.87		
10	COMMSCOPE	COMMSCOPE 3G12-12BZU1/2" Corrugated/Smoothwall Coax Snap-On Ground Kit, 4' per unit (Max Cable Length 3.0m)	2	\$21.65	\$16.49	\$32.97	\$23.55	\$16.49	\$32.97		
11	NX-1300DUR5	NX-1300DUR5 DMF (450-527MHz) 2W, 200 Ch, Full Keypad Model, DMR/Analog	1	\$448.70	\$342.09	\$342.09	\$556.70	\$389.69	\$389.69		
12	NX-1300DUR5	NX-1300DUR5 DMF (450-527MHz) 2W, 64 Ch, Basic Model, DMR/Analog	40	\$429.80	\$290.46	\$9,218.40	\$375.80	\$263.06	\$10,523.40		
13	KMR-284K	KMR-284K Sw-101 Charger Adapter for the KSC-359K chargers (chargers not included)	1	\$273.10	\$196.31	\$196.31	\$254.10	\$178.15	\$178.15		
14	KSC-359K	KSC-359K 110-220 Voh Fast Rate Single Unit Charger for ANL45L/69L	16	\$41.70	\$28.59	\$377.44	\$48.10	\$28.81	\$428.96		
15	KMR-420	KMR-420 Micro-DIN 1PS4/55 Speaker microphone (built-in 2.5mm miniature telephone jack)	40	\$92.00	\$64.40	\$1,576.00	\$104.80	\$73.36	\$2,934.40		
16	KMR-420	KMR-420 Micro-DIN 1PS4/55 Speaker microphone (requires KMR-359/36K speaker)	40	\$69.10	\$48.65	\$1,946.00	\$79.20	\$55.44	\$2,217.60		
2022 Sub-Total						\$19,593.06	2023 Sub-Total		\$22,186.91		
Tax						6.10%	\$1,195.18	Tax		6.10%	\$1,353.40
2022 Eq. Total						\$20,788.23	2023 Eq. Total		\$23,540.31		

Installation Labor

16	Repeater Provisioning/Installation	\$1,660.00	\$1,660.00	\$1,660.00	\$1,660.00
17	Portable Radio provisioning	\$0.00	\$0.00	\$0.00	\$0.00
18	FCC Testing/Coordination Fee	\$230.00	\$230.00	\$160.00	\$460.00
Labor Total		\$1,890.00	\$1,890.00	\$1,660.00	\$2,120.00

Project Total	\$22,678.23	2023 Project Total	\$25,660.31
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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:

Mattie Fitch Aug 14/2023

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

PUBLIC HEARING, consideration, and possible approval of the First Amended Plat of the Cedar Ridge Unit 2 Subdivision. Allowing James Keeley to combine five (5) contiguous lots, including a portion of Eden Avenue abandoned by Resolution, recorded as Reception #2023-003640, creating one (1) +/- 5.46-acre lot. The subdivision is located in Vernon, AZ. A.P.N. 106-27-043, 106-27-044, 106-27-045, 106-27-046 and 106-27-057. Section: 4, Township: 10N, Range: 24E. Planning & Zoning Commission recommended approval on August 3, 2023.

BOS Meeting Date: Requested September 5, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Chk Rll

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



SUBDIVISION MAJOR PLAT AMENDMENT APPLICATION

APPLICANT

Name JAMES F. KEELEY
 Mailing Address 1441 E 2420 S. CIRCLE
ST GEORGE UT 84790
 Contact Person _____
 Phone _____ Fax _____
 Email jfkeeley@gmail.com

PROPERTY INFORMATION

Assessor's Parcel # 106-27-043-046 & 057
 Township 10N Range 24E Section 04
 Subdivision Name Cedar Ridge
 Unit # 2 Lot # 43-46 & 57
 Physical Address/Location _____

Number of Lots Proposed 1
 Total Site Acreage 7/8 5.46 Ac.
 Existing Access and Utility Easements AS
Currently Platted by BK2 pg 34 or
modified by Resolution 2023-3640

MAJOR PLAT AMENDMENT REQUEST

Combine lots into 1, including
right of way abandoned by
Resolution Recorded as Reception
2023-3640

OFFICE USE ONLY 2023-24

Received By [Signature] Date 6/15/23
 Receipt # 3109 Fee \$350
 Subdivision Name Cedar Ridge Unit 2
 Related Subdivisions _____

SUBMITTAL CHECKLIST

- Major Plat Amendment application.
- A non-refundable processing fee of \$350.00.
- Proof of ownership.
- An amended plat map that has been prepared and signed by a Registered Land Surveyor, titled "AMENDED PLAT OF (Subdivision Name)" indicating original & revised lot lines, legal access to all lots, all easements, and roadways. and a certification block for Planning and Zoning and the Board of Supervisors signature.
- ADOT permit granting ingress / egress assess
- Site plan showing all structures and setbacks
- A list of names & addresses of ALL property owners within 300 feet of subject property.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning 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

James F. Keeley Date 6-10-23

Signature of Property Owner (if not the applicant)

_____ Date _____

COMMISSION ACTION

Approved with conditions Denied


Chairman [Signature] Date 6/15/23

BOARD ACTION

Approved with conditions Denied

Supervisor _____ Date _____

December 1, 2021

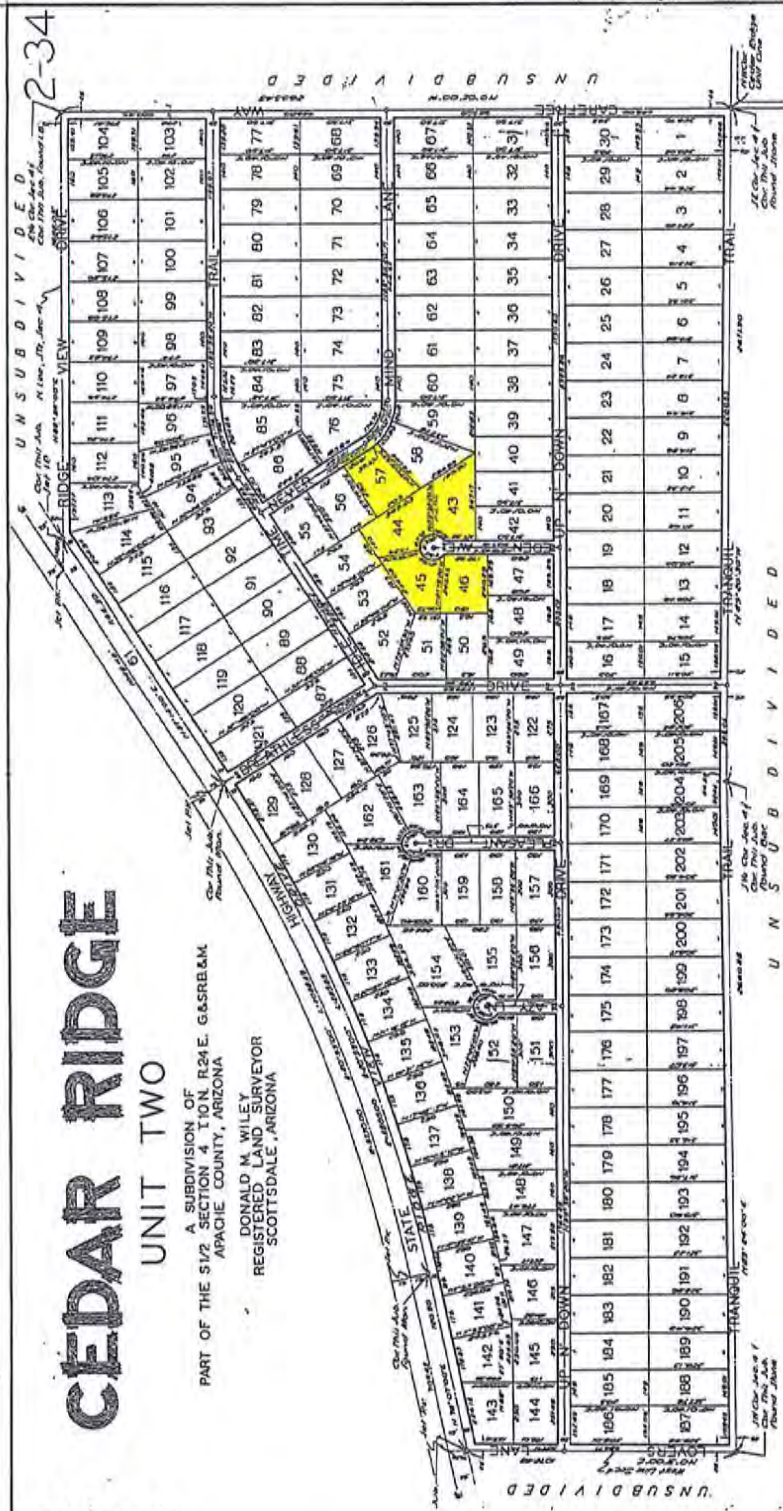


2-34

CEDAR RIDGE

UNIT TWO

A SUBDIVISION OF
PART OF THE S1/2 SECTION 4 T10N. R24E. G&SRB&M
APACHE COUNTY, ARIZONA
DONALD M. WILEY
REGISTERED LAND SURVEYOR
SCOTTSDALE, ARIZONA



ACKNOWLEDGMENT

State of Arizona } ss.
County of Apache } ss.
I, the undersigned, being duly sworn, depose and say that the undersigned is the Vice President and Assistant Secretary of Cedar Ridge Unit Two and hereby certify that the above described lots are the property of the corporation, as shown by the membership list of such officers, respectively, being authorized to do so by the Board of Directors of the corporation, as shown by the minutes of such officers, respectively.

In witness whereof, I hereunto set my hand and official seal, this _____ day of _____, 2004.

Vice President
Cedar Ridge Unit Two

DEDICATION

State of Arizona } ss.
County of Apache } ss.
I, the undersigned, being duly sworn, depose and say that the above described lots are the property of the corporation, as shown by the membership list of such officers, respectively, being authorized to do so by the Board of Directors of the corporation, as shown by the minutes of such officers, respectively.

In witness whereof, I hereunto set my hand and official seal, this _____ day of _____, 2004.

Vice President
Cedar Ridge Unit Two

CERTIFICATION

I, the undersigned, being duly sworn, depose and say that the above described lots are the property of the corporation, as shown by the membership list of such officers, respectively, being authorized to do so by the Board of Directors of the corporation, as shown by the minutes of such officers, respectively.

In witness whereof, I hereunto set my hand and official seal, this _____ day of _____, 2004.

Secretary
Cedar Ridge Unit Two



APPROVAL

Approved by the Board of Supervisors of Apache County, Arizona, this _____ day of _____, 2004.

County Clerk

NOTE: All lots are a minimum of 1/2 acre (1/2 acre).
JOB 1222
SCALE 1" = 200'

FIRST AMENDED PLAT OF CEDAR RIDGE UNIT 2
 SHOWING THE COMBINATION OF LOTS 43-46 & 57 OF CEDAR RIDGE UNIT 2
 AS PLATTED IN BOOK 2 OF PLATS, PAGE 34, APACHE COUNTY RECORDS,
 LOCATED IN SECTION 4, TOWNSHIP 10 NORTH, RANGE 24 EAST, GILA &
 SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA

LEGEND
 ORIGINAL DIMENSION CORNER
 AS PLATTED (BK 2 PL. 34)
 LOT LINE BEING DIMENSIONED

NOTES
 1. RECORDS FOR THIS COUNTY include:
 • WARRANTY DEED, 2021-10-25, ACR
 • PLAT, BK 2 PL. 34, ACR
 2. THIS PLAT IS A FIRST AMENDED PLAT.
 3. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT
 OF A CURRENT TITLE REPORT.
 4. THE ORIGINAL PLATTED RIGHT OF WAY WAS AMENDED BY
 RESOLUTION # 2023-002540
 AND IS NOW AS SHOWN HEREON.

** BAGGS OF BEARING IS THE EAST LINE OF SECTION 4 AS
 SHOWN ON THE PLAT RECORDED IN BOOK 2 PL. 34, ACR.

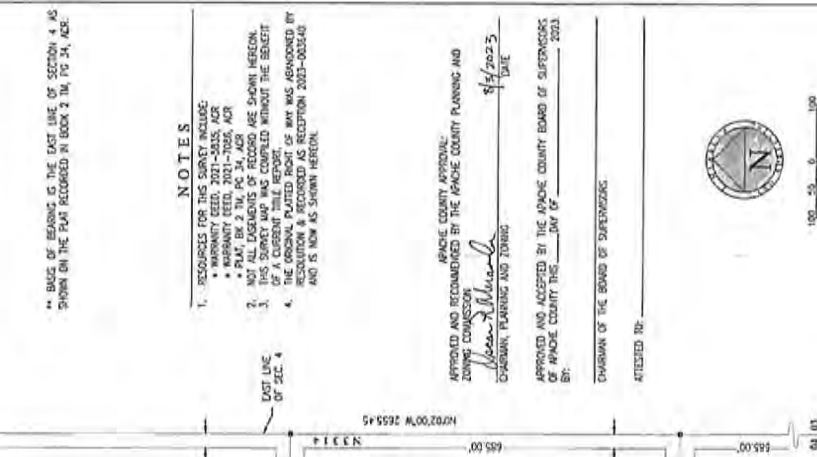
APPROVED AND ACCEPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS
 OF APACHE COUNTY THIS _____ DAY OF _____ 2023.
 CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AND ACCEPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS
 OF APACHE COUNTY THIS _____ DAY OF _____ 2023.
 CHAIRMAN OF THE BOARD OF SUPERVISORS

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 OF APACHE COUNTY THIS _____ DAY OF _____ 2023.
 CHAIRMAN OF THE BOARD OF SUPERVISORS

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 OF APACHE COUNTY THIS _____ DAY OF _____ 2023.
 CHAIRMAN OF THE BOARD OF SUPERVISORS

APPROVED AND ACCEPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS
 OF APACHE COUNTY THIS _____ DAY OF _____ 2023.
 CHAIRMAN OF THE BOARD OF SUPERVISORS



LEGAL DESCRIPTION (PARTIAL):
 TRACED South 32°46'00" East, along the Northwesterly side of said Lot 44 and continuing along the
 Northwesterly side of said Lot 43, a distance of 254.93 feet to the Southeast corner of said Lot 43;
 TRACED North 87°23'20" West, along the South side of said Lot 43, a distance of 344.47 feet to the
 beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a
 right line bears South 29°25'20" East;
 TRACED easterly along said curve through a central angle of 300°00'00" on an arc distance of 261.50 feet to a
 point on the East side of said Lot 46;
 TRACED South 07°01'42" West, along the East side of said Lot 46, a distance of 57.20 feet to the POINT OF
 BEGINNING;
 Said parcel contains 5.46 acres, more or less.
 Said parcel is subject to existing encumbrances, rights of way and restrictions of record.

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 TRACED South 07°01'42" West, along the East side of said Lot 46, a distance of 57.20 feet to the POINT OF
 BEGINNING;
 Said parcel contains 5.46 acres, more or less.
 Said parcel is subject to existing encumbrances, rights of way and restrictions of record.

CERTIFICATION
 I, the undersigned, being a duly Licensed Professional Surveyor in the State of Arizona, do hereby certify that I am the author of the foregoing plat and that the same was prepared by me or under my direct supervision and that I am a duly Licensed Professional Surveyor in the State of Arizona.

DATE: _____

APACHE COUNTY RECORDS
 BOOK 2 OF PLATS, PAGE 34

APACHE COUNTY RECORDS
 BOOK 2 OF PLATS, PAGE 34

APACHE COUNTY RECORDS
 BOOK 2 OF PLATS, PAGE 34

J. MARBLES LAND SURVEYING, LLC
 P. O. Box 20399 - St. Johns, Arizona 85936 - Cell: (928) 245-7040 - jmarbles2013@gmail.com
 Survey - Topographical & ALTA Surveys - Aerial Control & Tree Control Surveys - GIS Services - Hydrographic Surveys

MAJOR PLAT AMENDMENT
 RECORD NUMBER OF THE RECORD IS:
 BOOK 2 OF PLATS, PAGE 34
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 BOOK 2 OF PLATS, PAGE 34

When recorded mail to:

Apache County Engineering

2023-003640

Page 1 of 8

OFFICIAL RECORDS OF APACHE COUNTY

LARRY NOBLE, RECORDER

06-06-2023 03:29 PM Recording Fee \$0.00

Resolution

Caption

Cover Sheet

DO NOT REMOVE

This is part of an official document.



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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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

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

**RESOLUTION OF THE BOARD OF SUPERVISORS
ABANDONMENT OF A PORTION OF EDEN AVENUE WITHIN CEDAR RIDGE UNIT II
RESOLUTION NO: 2023- 13**

WHEREAS a request has been made by James Keeley that the Apache County Board of Supervisors abandon a portion of, Eden Avenue lying adjacent to lots #43 thru #46 Public Easement in Section 4, Township10 North, Range 24 East, of Cedar Ridge U2 Apache County, Arizona as it is recorded in the records of Apache County Land Surveys Book 2, Page 34, and

WHEREAS said Roadway or County Road lying adjacent to Eden Avenue lying adjacent to lots #43 thru #46 is a public easement, for the use of the public; and

WHEREAS said portion of road is surrounded by lots #43 through lot #46 said lots are owned by one owner; being: James Keeley; and

WHEREAS it appears that such roadway is not necessary for public use as a roadway,

BE IT FURTHER RESOLVED THAT Apache County hereby abandons the roadway and extinguishes the easement without compensation from the owners per ARS 28-7208 and 7214; reserving unto the same any easement for utility purposes.

NOW THEREFORE BE IT RESOLVED The Board of Supervisors of Apache County, Arizona that the portion of roadway known as County Road Eden Avenue lying adjacent to lots #43 thru #46 to as described in Exhibit "A" is hereby abandoned and extinguished for roadway purposes in accordance with the legal description in Exhibit "A", all the right, title, claim and interest of the County of Apache and the public therein is hereby conveyed to the owner of the abutting land. Said Portion of Eden Avenue, more accurately described in exhibit A

Passed and adopted by the Apache County Board of Supervisors this 6th day of June 2023.


Alton Joe Shepherd
Chairman, of the Board

ATTEST:


Ryan N. Patterson
Clerk of the Board

APPROVED AS TO FORM:

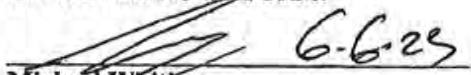

Michael Whiting,
County Attorney

EXHIBIT "A"

ABANDONMENT

That portion of Eden Avenue lying adjacent to Lots 43 thru 46 of Cedar Ridge, Unit 2, as shown on the plat recorded in Book 2 of Town Site Maps, Page 34, Apache County Records, being located in Section 4, Township 10 North, Range 24 East, Gila & Salt River Meridian, Apache County, Arizona, said portion being more particularly described as follows:

Commencing at the Southeast corner of said Lot 46;

THENCE North $0^{\circ}01'40''$ East, along the East side of said Lot 46, being the basis of this description, a distance of 144.10 feet to the POINT OF BEGINNING;

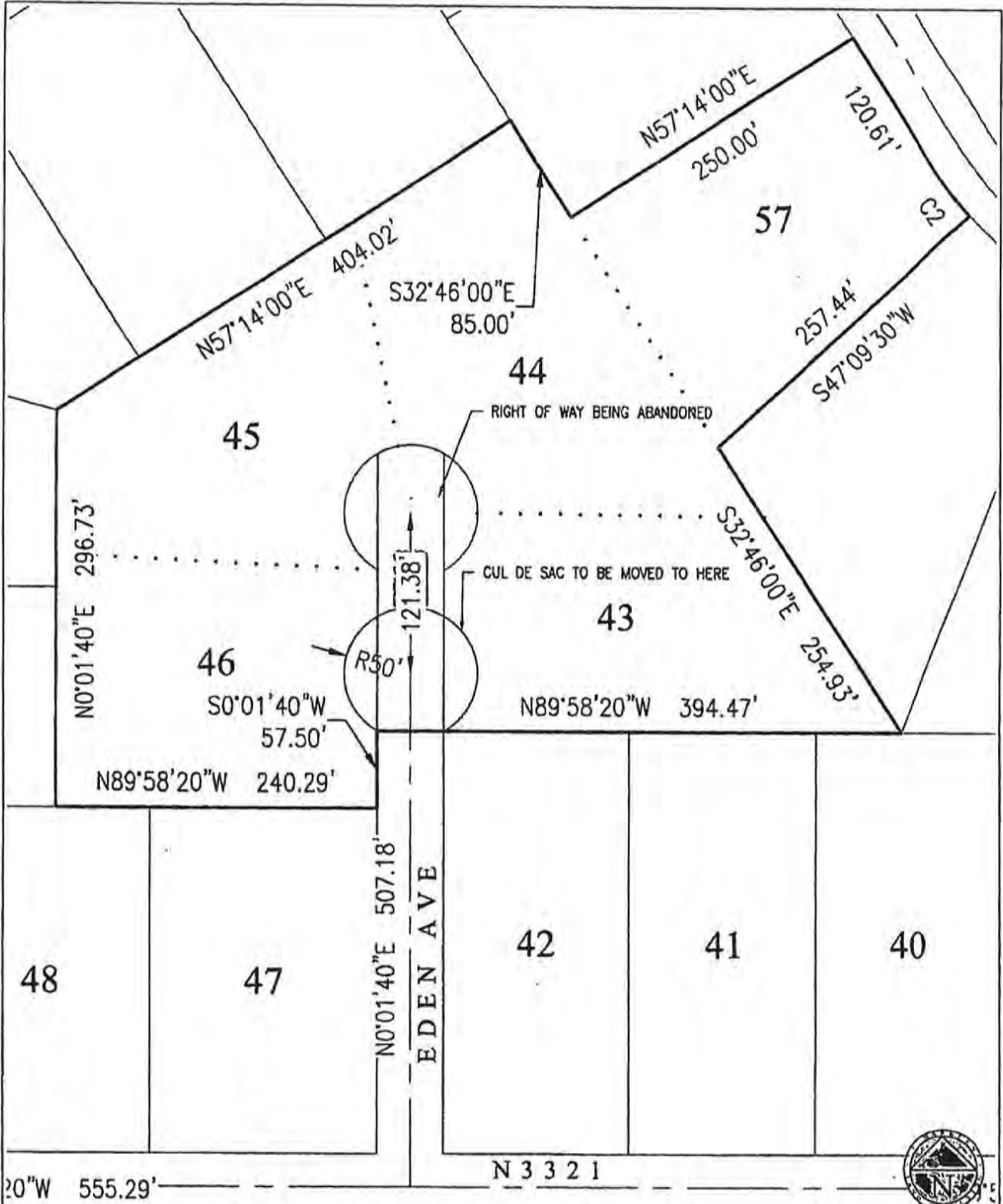
THENCE North $0^{\circ}01'40''$ East, a distance of 121.38 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a radial line bears South $29^{\circ}55'35''$ west;

THENCE easterly along said curve through a central angle of $60^{\circ}00'00''$ an arc distance of 52.36 feet;

THENCE South $0^{\circ}01'40''$ West a distance of 121.38 feet to the beginning of a non-tangent curve concave southerly, said curve has a radius of 50.00 feet, to which a radial line bears North $30^{\circ}01'40''$ East;

THENCE westerly along said curve through a central angle of $60^{\circ}00'00''$ an arc distance of 52.36 feet to the POINT OF BEGINNING.

Said parcel contains 0.14 acres, more or less. Said parcel is subject to existing easements, rights of way and restrictions of record.



THIS DOCUMENT IS FOR INFORMATION ONLY AND IS NOT MEANT TO BE RECORDED SCALE: 1"=100'

J. MARBLES LAND SURVEYING, LLC
"ridiculum aspicimus superisorem"
 P. O. Box 2039 - St. Johns, Arizona 85936 - Cell: (918) 245.7040 - jmarbles2013@gmail.com
 Skill Investigations for Standard Segue Systems • FEMA Flood Plain Certifications • Boundary & Land Divisions
 Surveys • Topographical & ALTA Surveys • Aerial Control & Site Control Surveys • GIS Services • Bathymetric Surveys

EXHIBIT
 RIGHT OF WAY ABANDONMENT
 CEDAR RIDGE UNIT 2
 LOTS 43 - 46 & 57
 SEC. 4, T10N, R24E

RECORD CREATED BY THE HOLDER OF:	JIM KEELEY
DATE:	06/06/2023
CREATED BY:	JIM KEELEY
FILE:	2023MPA10N24E04KEELEY.dwg
SCALE:	1"=100'
SHEET:	1 of 1



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

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 07/07/23 11:49 by ttrou

Acct #: 8831

Ad #: 175137

Status: New WHOLD WHOI

The Apache County Planning and Zoning Commission will hold a meeting on Thursday August 3, 2023, at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration, and possible recommendation for approval of the First Amended Plat of the Cedar Ridge Unit 2 Subdivision. Allowing James Kasey to combine five (5) contiguous lots, including a portion of Eden Avenue abandoned by Resolution, recorded as Reception #2023-003840, creating one (1) +/- 5.48-acre lot. The subdivision is located in Vernon, AZ, A.P.N. 106-27-043, 106-27-044, 106-27-045, 106-27-046 and 106-27-057. Section: 4, Township: 10N, Range: 24E

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

*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85836, or e-mail planning@co.apache.az.us.

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

Published in the White Mountain Independent: #175137, F, July 14, 2023

NOTICE

THE APACHE COUNTY
PLANNING & ZONING COMMISSION
WILL HOLD A PUBLIC MEETING

75 W. Cleveland Street,
County Annex Board of Supervisors Room

Thursday, August 3, 2023

AT **1:00 a.m. (MST)**

FOR THE PURPOSE OF

Major Plat Amendment

(Apache County Subdivision Ordinance Section 10.B)

First Amended Plat of the Cedar Ridge, unit 1 Subdivision

Allowing James Keeley to combine five (5) of his lots

including a portion of Eden Ave, abandoned by Resolution

#2023-3640.

FOR THE PROPERTY DESCRIBED AS FOLLOWS:

Parcel/Reference Number: 106-27-043 – 046 & 057

Location/Legal Description: Township: 10N, Range: 24E, Section: 4

All interested persons are encouraged to attend the public meeting.

HEARING

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

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 08/10/23 14:47 by ttrou

Acct #: 8831

Ad #: 178060

Status: New WHOLD WHOI

The Apache County Board of Supervisors will hold a meeting on Tuesday September 5, 2023, at 8:30 a.m. (MST) in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration, and possible approval of the First Amended Plat of the Cedar Ridge Unit 2 Subdivision. Allowing James Keeley to combine five (5) contiguous lots, including a portion of Eden Avenue abandoned by Resolution, recorded as Reception #2023-003640, creating one (1) +/- 5.46-acre lot. The subdivision is located in Vernon, AZ. A.P.N. 106-27-043, 106-27-044, 106-27-045, 106-27-046 and 106-27-057. Section: 4, Township: 10N, Range: 24E

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

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

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

Published in the White Mountain Independent: #178060, F, August 16, 2023

NOTICE

THE APACHE COUNTY
BOARD OF SUPERVISORS
WILL HOLD A PUBLIC MEETING

75 W. Cleveland Street,
County Annex Board of Supervisors Room

Tuesday, September 5, 2023

AT 8:30 a.m. (MST)

FOR THE PURPOSE OF

Major Plat Amendment

(Apache County Subdivision Ordinance Section 10.B)

First Amended Plat of the Cedar Ridge, unit 1 Subdivision

Allowing James Keeley to combine five (5) of his lots

including a portion of Eden Ave, abandoned by Resolution

#2023-3640.

FOR THE PROPERTY DESCRIBED AS FOLLOWS:

Parcel/Reference Number: 106-27-043 – 046 & 057

Location/Legal Description: Township: 10N, Range: 24E, Section: 4

All interested persons are encouraged to attend the public meeting.

HEARING

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

[Handwritten Signature] *8/28/27*

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

Request approval of a liquor license application recommendation for Kelly Ann Meixler, Concho Spring RV Resort, 7, County Road 61, Concho, Arizona.

BOS Meeting Date Requested _____

9/15/23

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 _____



POSTING

Job# _____
DLLC use only

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Date of Posting: 8 / 7 / 23 Date of Posting Removal: 8 / 28 / 23

Applicant's Name: Meixler Kelly Ann
Last First Middle

Business Address: #7 County Road Hwy 61 Concho 85924
Street City Zip

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

John Harris Agent 928-245-0777
Print Name of City/County Official Title Phone Number

John V. 8/28/23
Signature Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 859

August 1, 2023

Concho Spring RV Resort
Attn: Kelly Meixler
4451 S. White Mountain Road #A
Show Low, Arizona 85901

Dear Ms. Meixler:

Your Liquor License Application for the Concho Spring RV Resort has been scheduled for the Board of Supervisors' meeting on Tuesday, September 5, 2023 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond". The signature is fluid and cursive.

Beth Bond
Assistant Clerk of the Board

State of Arizona
Department of Liquor Licenses and Control

Job #247387
Apache County
TA/CA

Created 07/12/2023 @ 12:09:42 PM

Local Governing Body Report

LICENSE

Number:	06010027	Type:	006 BAR
Name:	CONCHO SPRING RV RESORT		
State:	Closed		
Issue Date:		Expiration Date:	05/31/2024
Original Issue Date:	11/19/1981		
Location:	7 COUNTY ROAD HWY 61 CONCHO, AZ 85924 USA		
Mailing Address:	4451 S WHITE MOUNTAIN ROAD #A SHOW LOW, AZ 85901 USA		
Phone:	(928)562-3889		
Alt. Phone:	(928)205-5559		
Email:	KELLYMEIXLER@PROTONMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	KELLY ANNE MEIXLER
Gender:	Female
Correspondence Address:	4451 S WHITE MOUNTAIN ROAD #A SHOW LOW, AZ 85901 USA
Phone:	(928)205-5559
Alt. Phone:	
Email:	KELLYMEIXLER@PROTONMAIL.COM

OWNER

Name: CONCHO LIBRE LLC
Contact Name: KELLY ANNE MEIXLER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L19409280 State of Incorporation: AZ
Incorporation Date: 07/29/2014
Correspondence Address: 4451 S WHITE MOUNTAIN ROAD
#A
SHOW LOW, AZ 85901
USA
Phone: (928)205-5559
Alt. Phone:
Email: KELLYMEIXLER@PROTONMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
MICHAEL CHARLES MEIXLER	MEMBER	51.00
KELLY ANNE MEIXLER	MEMBER	49.00

CONCHO LIBRE LLC - MEMBER

Name: MICHAEL CHARLES MEIXLER
Gender: Male
Correspondence Address: 4451 S WHITE MOUNTAIN ROAD
#A
SHOW LOW, AZ 85901
USA
Phone: (928)205-5559
Alt. Phone:
Email: CONCHOFARM2@YAHOO.COM

CONCHO LIBRE LLC - MEMBER

Name: KELLY ANNE MEIXLER
Gender: Female
Correspondence Address: 4451 S WHITE MOUNTAIN ROAD
#A
SHOW LOW, AZ 85901
USA
Phone: (928)205-5559
Alt. Phone:
Email: KELLYMEIXLER@PROTONMAIL.COM

APPLICATION INFORMATION

Application Number: 247387
Application Type: Owner Transfer
Created Date: 05/31/2023

QUESTIONS & ANSWERS

- 1) Are you applying for an Interim Permit (INP)?
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 8) Did the Premises phone number change?
Yes
What is the new phone number?
A new number is not yet available, but 928.892.3889 will be used for the business during it's remodel.
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
Concho Elementary School, 6 County Rd 5101, Concho, AZ 85924
1.1 miles
- 11) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 12) Is there a penalty if lease is not fulfilled?
No
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
There is no debt on this business.
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
yes, there are three contiguous patios.
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
April of 2024
- 23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
We financed Steve Gordon to buy the liquor license from us in 2018 for \$25,000. After six months of non payment of rent and non payment on the liquor license, we closed Firestone Pizza in 2021. This was when Steve signed the transfer application for us to turn the property into Concho Springs RV Park.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	kellyid.pdf	05/31/2023
DIAGRAM/FLOOR PLAN	diagram of bar.pdf	05/31/2023
BILL OF SALE	Original BOS Terminated.pdf	05/31/2023
MISCELLANEOUS	Kelly manager certification.pdf	05/31/2023
MISCELLANEOUS	p2p transfer notarized.pdf	05/31/2023
QUESTIONNAIRE	questionnaires.pdf	05/31/2023
ORGANIZATIONAL DOCUMENTS	dba concholibre.pdf	05/31/2023
MISCELLANEOUS	michaels explanation.pdf	05/31/2023
	Diagram Entrances.pdf	06/08/2023
	mike dba.pdf	06/08/2023

AZ Dept of Liquor.pdf

06/20/2023

IMG_4306.jpeg

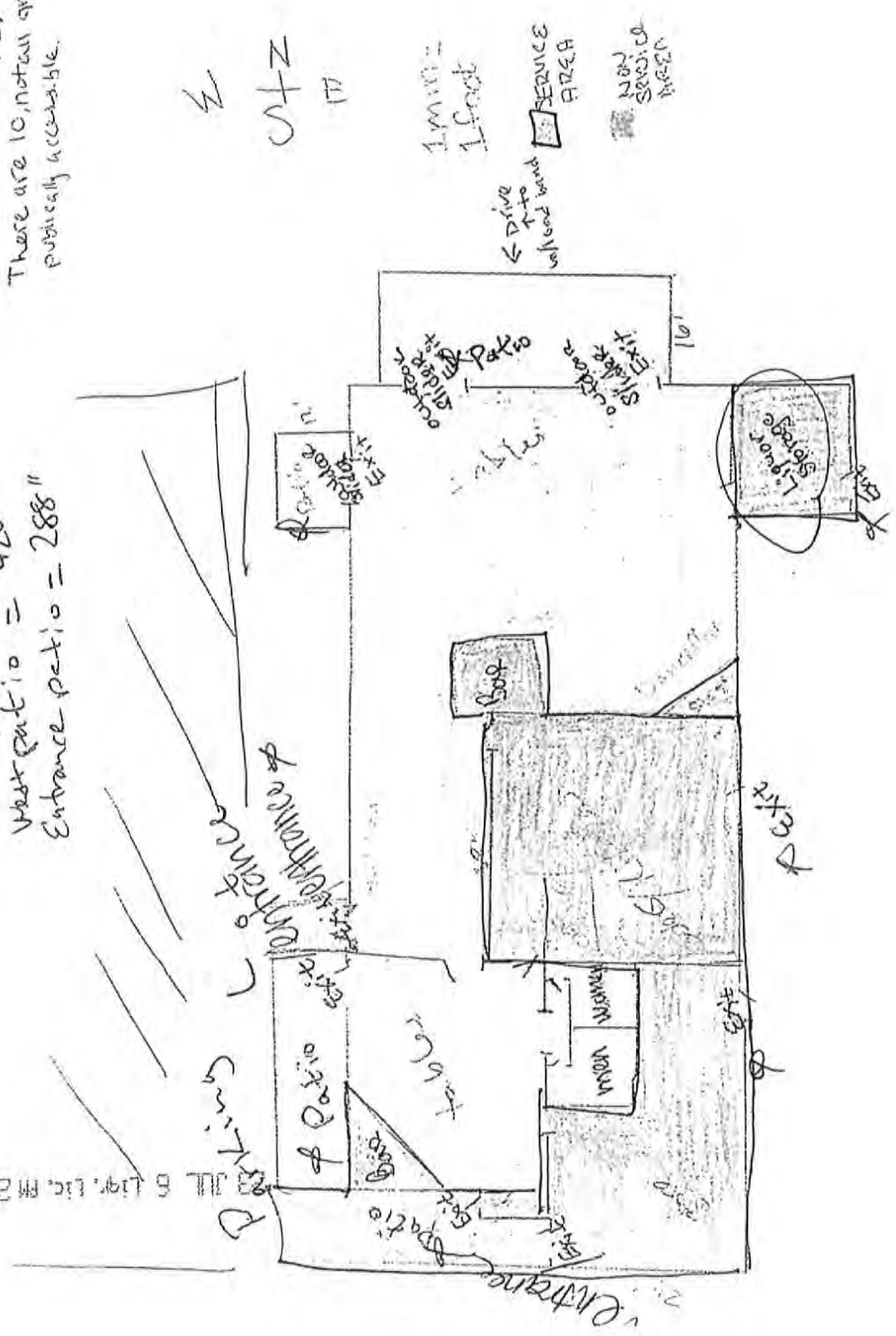
07/08/2023

[] Parking lot
 Not part of
 licensed premise

total sq feet = 9353
 Building = 7,860"
 Storage = 380"
 north patio = 405"
 West patio = 420"
 Entrance patio = 288"

* Every "Exit" marked
 is an Entrance/Exit.
 There are 10, not all are
 publicly accessible.

23 JUL 6 11:47 AM '11



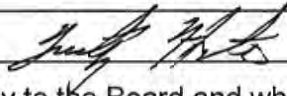
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(11/07/2015 10:00:00 AM)

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

Finance _____

Date/Signature: _____



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

Request approval of demands as distributed to the Apache County Board of Supervisors between August 14, 2023 to September 5, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 9/5/23

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	1117584	08/08/2023	Accounts Payable	PAUL HANCOCK	\$334.85
NBAZ - Warrant Clearing Account	Check	1117585	08/08/2023	Accounts Payable	CLAYTON BRENT OVERSON III	\$441.30
NBAZ - Warrant Clearing Account	Check	1117586	08/08/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$1911.01
NBAZ - Warrant Clearing Account	Check	1117587	08/08/2023	Accounts Payable	ANDREWS REFRIGERATION INC	\$700.64
NBAZ - Warrant Clearing Account	Check	1117588	08/08/2023	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	\$632.54
NBAZ - Warrant Clearing Account	Check	1117589	08/08/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$57.60
NBAZ - Warrant Clearing Account	Check	1117590	08/08/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$139.36
NBAZ - Warrant Clearing Account	Check	1117591	08/08/2023	Accounts Payable	CENTRAL AGENCY FAIR INC	\$200.00
NBAZ - Warrant Clearing Account	Check	1117592	08/08/2023	Accounts Payable	COMMNET WIRELESS LLC	\$27036.96
NBAZ - Warrant Clearing Account	Check	1117593	08/08/2023	Accounts Payable	PERFECT PRINTZ LLC	\$1099.79
NBAZ - Warrant Clearing Account	Check	1117594	08/08/2023	Accounts Payable	QUILL CORP	\$8808.82
NBAZ - Warrant Clearing Account	Check	1117595	08/08/2023	Accounts Payable	THE POUR STATION	\$26.01
NBAZ - Warrant Clearing Account	Check	1117596	08/08/2023	Accounts Payable	UNIFIRST CORPORATION	\$114.63
NBAZ - Warrant Clearing Account	Check	1117597	08/08/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$873.53
NBAZ - Warrant Clearing Account	Check	1117598	08/08/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$54.24
NBAZ - Warrant Clearing Account	Check	1117599	08/08/2023	Accounts Payable	ACIAAO AZ CHAP INTL ASSOC ASSESSING OFFICERS	\$75.00
NBAZ - Warrant Clearing Account	Check	1117600	08/08/2023	Accounts Payable	ALCOPRO INC	\$306.00
NBAZ - Warrant Clearing Account	Check	1117601	08/08/2023	Accounts Payable	ALLEGRA	\$211.47
NBAZ - Warrant Clearing Account	Check	1117602	08/08/2023	Accounts Payable	ALSCO INC	\$218.57
NBAZ - Warrant Clearing Account	Check	1117603	08/08/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$7172.33
NBAZ - Warrant Clearing Account	Check	1117604	08/08/2023	Accounts Payable	AMIGO CHEVROLET	\$316.65
NBAZ - Warrant Clearing Account	Check	1117605	08/08/2023	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	\$1949.53
NBAZ - Warrant Clearing Account	Check	1117606	08/08/2023	Accounts Payable	APACHE COUNTY	\$7.72
NBAZ - Warrant Clearing Account	Check	1117607	08/08/2023	Accounts Payable	APACHE COUNTY	\$240.96
NBAZ - Warrant Clearing Account	Check	1117608	08/08/2023	Accounts Payable	AZ COUNTIES INSURANCE POOL	\$21779.07
NBAZ - Warrant Clearing Account	Check	1117609	08/08/2023	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	\$783.54
NBAZ - Warrant Clearing Account	Check	1117610	08/08/2023	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	\$325.00
NBAZ - Warrant Clearing Account	Check	1117611	08/08/2023	Accounts Payable	AZ SUPREME COURT	\$929.91
NBAZ - Warrant Clearing Account	Check	1117612	08/08/2023	Accounts Payable	AZ SUPREME COURT	\$908.62
NBAZ - Warrant Clearing Account	Check	1117613	08/08/2023	Accounts Payable	B&R TRUCKING	\$8371.38
NBAZ - Warrant Clearing Account	Check	1117614	08/08/2023	Accounts Payable	ROSELITA ANN BAHE	\$8688.42
NBAZ - Warrant Clearing Account	Check	1117615	08/08/2023	Accounts Payable	LUCINDA A BALOO	\$70.48
NBAZ - Warrant Clearing Account	Check	1117616	08/08/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$3482.52
NBAZ - Warrant Clearing Account	Check	1117617	08/08/2023	Accounts Payable	SARAH MAE BEGAY	\$175.00
NBAZ - Warrant Clearing Account	Check	1117618	08/08/2023	Accounts Payable	BIG MIKES RENTAL SALES AND SERVICE	\$379.79
NBAZ - Warrant Clearing Account	Check	1117619	08/08/2023	Accounts Payable	BIG O TIRES OF SHOW LOW	\$66.75
NBAZ - Warrant Clearing Account	Check	1117620	08/08/2023	Accounts Payable	JIMICA LYNN BIGMAN	\$1643.16
NBAZ - Warrant Clearing Account	Check	1117621	08/08/2023	Accounts Payable	BILL LUKE CHRYSLER JEEP DODGE INC	\$3423.42
NBAZ - Warrant Clearing Account	Check	1117622	08/08/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$456.63
NBAZ - Warrant Clearing Account	Check	1117623	08/08/2023	Accounts Payable	BOB BARKER COMPANY INC	\$95.58
NBAZ - Warrant Clearing Account	Check	1117624	08/08/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	\$27377.59
NBAZ - Warrant Clearing Account	Check	1117625	08/08/2023	Accounts Payable	BRIMHALL SAND & ROCK	\$10296.62
NBAZ - Warrant Clearing Account	Check	1117626	08/08/2023	Accounts Payable	ASHLEE BROWN	\$99.00
NBAZ - Warrant Clearing Account	Check	1117627	08/08/2023	Accounts Payable	DEVIN BROWN	\$179.70
NBAZ - Warrant Clearing Account	Check	1117628	08/08/2023	Accounts Payable	BUILDING NATIONS LLC	\$500.00
NBAZ - Warrant Clearing Account	Check	1117629	08/08/2023	Accounts Payable	BUILDING NATIONS LLC	\$800.00
NBAZ - Warrant Clearing Account	Check	1117630	08/08/2023	Accounts Payable	BURNHAM MORTUARY	\$355.50
NBAZ - Warrant Clearing Account	Check	1117631	08/08/2023	Accounts Payable	BURNHAM MORTUARY	\$600.00
NBAZ - Warrant Clearing Account	Check	1117632	08/08/2023	Accounts Payable	C&I SHOW HARDWARE & SECURITY SYSTEMS INC	\$311.82
NBAZ - Warrant Clearing Account	Check	1117633	08/08/2023	Accounts Payable	CDW GOVERNMENT LLC	\$46.94
NBAZ - Warrant Clearing Account	Check	1117634	08/08/2023	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	\$824.60
NBAZ - Warrant Clearing Account	Check	1117635	08/08/2023	Accounts Payable	KIMBERLY LOUISE COLE	\$288.28
NBAZ - Warrant Clearing Account	Check	1117636	08/08/2023	Accounts Payable	CONDITIONED RESPONSE TRAINING	\$1411.00
NBAZ - Warrant Clearing Account	Check	1117637	08/08/2023	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$7558.01
NBAZ - Warrant Clearing Account	Check	1117638	08/08/2023	Accounts Payable	DIRECTV LLC	\$87.99
NBAZ - Warrant Clearing Account	Check	1117639	08/08/2023	Accounts Payable	DISH NETWORK	\$144.26
NBAZ - Warrant Clearing Account	Check	1117640	08/08/2023	Accounts Payable	CAREY D DOBSON	\$57.76
NBAZ - Warrant Clearing Account	Check	1117641	08/08/2023	Accounts Payable	EL CUPIDOS EXPRESS	\$137.46
NBAZ - Warrant Clearing Account	Check	1117642	08/08/2023	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	\$3739.09
NBAZ - Warrant Clearing Account	Check	1117643	08/08/2023	Accounts Payable	JULIUS ELWOOD	\$99.00
NBAZ - Warrant Clearing Account	Check	1117644	08/08/2023	Accounts Payable	EMPIRE MACHINERY	\$4163.58
NBAZ - Warrant Clearing Account	Check	1117645	08/08/2023	Accounts Payable	FERRELLGAS	\$129.29
NBAZ - Warrant Clearing Account	Check	1117646	08/08/2023	Accounts Payable	ROBERT L FITE	\$76.64
NBAZ - Warrant Clearing Account	Check	1117647	08/08/2023	Accounts Payable	FLEET PRIDE	\$973.84
NBAZ - Warrant Clearing Account	Check	1117648	08/08/2023	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	\$258.27
NBAZ - Warrant Clearing Account	Check	1117649	08/08/2023	Accounts Payable	FRONTIER	\$520.56
NBAZ - Warrant Clearing Account	Check	1117650	08/08/2023	Accounts Payable	FRONTIER	\$100.64
NBAZ - Warrant Clearing Account	Check	1117651	08/08/2023	Accounts Payable	FRONTIER	\$4152.54
NBAZ - Warrant Clearing Account	Check	1117652	08/08/2023	Accounts Payable	FRONTIER	\$205.38
NBAZ - Warrant Clearing Account	Check	1117653	08/08/2023	Accounts Payable	FRONTIER	\$142.69
NBAZ - Warrant Clearing Account	Check	1117654	08/08/2023	Accounts Payable	FRONTIER	\$206.41
NBAZ - Warrant Clearing Account	Check	1117655	08/08/2023	Accounts Payable	FRONTIER	\$199.36
NBAZ - Warrant Clearing Account	Check	1117656	08/08/2023	Accounts Payable	FRONTIER	\$155.94
NBAZ - Warrant Clearing Account	Check	1117657	08/08/2023	Accounts Payable	FRONTIER	\$192.41
NBAZ - Warrant Clearing Account	Check	1117658	08/08/2023	Accounts Payable	FRONTIER	\$192.30
NBAZ - Warrant Clearing Account	Check	1117659	08/08/2023	Accounts Payable	FRONTIER	\$207.64
NBAZ - Warrant Clearing Account	Check	1117660	08/08/2023	Accounts Payable	FRONTIER	\$232.51
NBAZ - Warrant Clearing Account	Check	1117661	08/08/2023	Accounts Payable	FUTURE TIRE	\$4466.22
NBAZ - Warrant Clearing Account	Check	1117662	08/08/2023	Accounts Payable	GALL'S INC	\$961.53
NBAZ - Warrant Clearing Account	Check	1117663	08/08/2023	Accounts Payable	GALLUP WATER WORKS	\$47.00

NBAZ - Warrant Clearing Account	Check	1117664	08/08/2023	Accounts Payable	DARYL GREER	\$15.00
NBAZ - Warrant Clearing Account	Check	1117665	08/08/2023	Accounts Payable	KATHERINE MARIE GRUBER	\$320.00
NBAZ - Warrant Clearing Account	Check	1117666	08/08/2023	Accounts Payable	HEALTHY EQUITY INC	\$197.25
NBAZ - Warrant Clearing Account	Check	1117667	08/08/2023	Accounts Payable	VERMALE J HICKMAN	\$400.00
NBAZ - Warrant Clearing Account	Check	1117668	08/08/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$325.16
NBAZ - Warrant Clearing Account	Check	1117669	08/08/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$478.83
NBAZ - Warrant Clearing Account	Check	1117670	08/08/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$4930.60
NBAZ - Warrant Clearing Account	Check	1117671	08/08/2023	Accounts Payable	HOME DEPOT	\$226.56
NBAZ - Warrant Clearing Account	Check	1117672	08/08/2023	Accounts Payable	LETA HONNIE	\$108.48
NBAZ - Warrant Clearing Account	Check	1117673	08/08/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$4922.52
NBAZ - Warrant Clearing Account	Check	1117674	08/08/2023	Accounts Payable	JAMES KEMP THIN BLUE LINE LANDSCAPING	\$80.00
NBAZ - Warrant Clearing Account	Check	1117675	08/08/2023	Accounts Payable	LAWSON PRODUCTS INC	\$509.40
NBAZ - Warrant Clearing Account	Check	1117676	08/08/2023	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	\$139.05
NBAZ - Warrant Clearing Account	Check	1117677	08/08/2023	Accounts Payable	LIVCO WATER & SEWER COMPANY	\$28.95
NBAZ - Warrant Clearing Account	Check	1117678	08/08/2023	Accounts Payable	LOWES #24	\$166.85
NBAZ - Warrant Clearing Account	Check	1117679	08/08/2023	Accounts Payable	MARLIN LEASING CORPORATION	\$636.68
NBAZ - Warrant Clearing Account	Check	1117680	08/08/2023	Accounts Payable	CHRIS MCCARTHY	\$48.00
NBAZ - Warrant Clearing Account	Check	1117681	08/08/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$317.32
NBAZ - Warrant Clearing Account	Check	1117682	08/08/2023	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	\$1100.00
NBAZ - Warrant Clearing Account	Check	1117683	08/08/2023	Accounts Payable	OSCAR R MIRANDA	\$73.76
NBAZ - Warrant Clearing Account	Check	1117684	08/08/2023	Accounts Payable	NAPA	\$735.55
NBAZ - Warrant Clearing Account	Check	1117685	08/08/2023	Accounts Payable	NATIONAL BANK	\$23831.38
NBAZ - Warrant Clearing Account	Check	1117686	08/08/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	\$5805.87
NBAZ - Warrant Clearing Account	Check	1117687	08/08/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	\$3177.84
NBAZ - Warrant Clearing Account	Check	1117688	08/08/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$238.50
NBAZ - Warrant Clearing Account	Check	1117689	08/08/2023	Accounts Payable	NAVAJO WESTERNERS	\$291.57
NBAZ - Warrant Clearing Account	Check	1117690	08/08/2023	Accounts Payable	NORTHEAST ARIZONA TRAINING CENTER INC	\$1500.00
NBAZ - Warrant Clearing Account	Check	1117691	08/08/2023	Accounts Payable	ANTONY C NOTAH	\$96.00
NBAZ - Warrant Clearing Account	Check	1117692	08/08/2023	Accounts Payable	O'REILLY AUTO PARTS	\$2682.63
NBAZ - Warrant Clearing Account	Check	1117693	08/08/2023	Accounts Payable	ORKIN PEST CONTROL	\$560.74
NBAZ - Warrant Clearing Account	Check	1117694	08/08/2023	Accounts Payable	OVERDRIVE INC	\$1296.69
NBAZ - Warrant Clearing Account	Check	1117695	08/08/2023	Accounts Payable	CHRISTOPHER R PADILLA	\$19.50
NBAZ - Warrant Clearing Account	Check	1117696	08/08/2023	Accounts Payable	PAGE STEEL	\$1575.97
NBAZ - Warrant Clearing Account	Check	1117697	08/08/2023	Accounts Payable	PELTON INTERACTIVE INC	\$6050.71
NBAZ - Warrant Clearing Account	Check	1117698	08/08/2023	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	\$5000.00
NBAZ - Warrant Clearing Account	Check	1117699	08/08/2023	Accounts Payable	ROBERT CRAIG POLLOCK	\$59.48
NBAZ - Warrant Clearing Account	Check	1117700	08/08/2023	Accounts Payable	PUBLIC SAFETY CANCER INSURANCE	\$1050.00
NBAZ - Warrant Clearing Account	Check	1117701	08/08/2023	Accounts Payable	QUALITY CARQUEST	\$7968.32
NBAZ - Warrant Clearing Account	Check	1117702	08/08/2023	Accounts Payable	QUILL CORP	\$4638.21
NBAZ - Warrant Clearing Account	Check	1117703	08/08/2023	Accounts Payable	RDO EQUIPMENT CO	\$583.88
NBAZ - Warrant Clearing Account	Check	1117704	08/08/2023	Accounts Payable	RELIABLE BACKGROUND SCREENING	\$476.00
NBAZ - Warrant Clearing Account	Check	1117705	08/08/2023	Accounts Payable	RHINEHART OIL CO	\$34.99
NBAZ - Warrant Clearing Account	Check	1117706	08/08/2023	Accounts Payable	RUSH TRUCK CENTER	\$491.31
NBAZ - Warrant Clearing Account	Check	1117707	08/08/2023	Accounts Payable	SAFEWAY INC	\$76.12
NBAZ - Warrant Clearing Account	Check	1117708	08/08/2023	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	\$1091.00
NBAZ - Warrant Clearing Account	Check	1117709	08/08/2023	Accounts Payable	SCHOOL WEBMASTERS LLC & CIVIC WEBMASTERS	\$50.00
NBAZ - Warrant Clearing Account	Check	1117710	08/08/2023	Accounts Payable	SEAN P WILSON MD	\$100.00
NBAZ - Warrant Clearing Account	Check	1117711	08/08/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$3135.91
NBAZ - Warrant Clearing Account	Check	1117712	08/08/2023	Accounts Payable	SEM APPLICATIONS INC	\$108.00
NBAZ - Warrant Clearing Account	Check	1117713	08/08/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$41.51
NBAZ - Warrant Clearing Account	Check	1117714	08/08/2023	Accounts Payable	DERRICK SMITH	\$1169.99
NBAZ - Warrant Clearing Account	Check	1117715	08/08/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$292.87
NBAZ - Warrant Clearing Account	Check	1117716	08/08/2023	Accounts Payable	SPARKLETTS WATER	\$78.28
NBAZ - Warrant Clearing Account	Check	1117717	08/08/2023	Accounts Payable	SPORTS WORLD INC	\$441.00
NBAZ - Warrant Clearing Account	Check	1117718	08/08/2023	Accounts Payable	ST JOHNS CITY	\$2678.05
NBAZ - Warrant Clearing Account	Check	1117719	08/08/2023	Accounts Payable	ST JOHNS UNITED DRUG	\$11.74
NBAZ - Warrant Clearing Account	Check	1117720	08/08/2023	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	\$30.00
NBAZ - Warrant Clearing Account	Check	1117721	08/08/2023	Accounts Payable	REED D STRADLING	\$31.66
NBAZ - Warrant Clearing Account	Check	1117722	08/08/2023	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$130.96
NBAZ - Warrant Clearing Account	Check	1117723	08/08/2023	Accounts Payable	THE AARONS COMPANY LLC	\$3000.00
NBAZ - Warrant Clearing Account	Check	1117724	08/08/2023	Accounts Payable	TOWN OF EAGAR	\$247.22
NBAZ - Warrant Clearing Account	Check	1117725	08/08/2023	Accounts Payable	TRINITY SERVICES GROUP INC	\$23218.82
NBAZ - Warrant Clearing Account	Check	1117726	08/08/2023	Accounts Payable	TRIPLE R FUELS	\$35.00
NBAZ - Warrant Clearing Account	Check	1117727	08/08/2023	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	\$9603.11
NBAZ - Warrant Clearing Account	Check	1117728	08/08/2023	Accounts Payable	ULINE INC	\$551.64
NBAZ - Warrant Clearing Account	Check	1117729	08/08/2023	Accounts Payable	UNIFIRST CORPORATION	\$149.38
NBAZ - Warrant Clearing Account	Check	1117730	08/08/2023	Accounts Payable	UNITED PARCEL SERVICE	\$6.29
NBAZ - Warrant Clearing Account	Check	1117731	08/08/2023	Accounts Payable	VALLEY AUTO PARTS	\$836.81
NBAZ - Warrant Clearing Account	Check	1117732	08/08/2023	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	\$42.80
NBAZ - Warrant Clearing Account	Check	1117733	08/08/2023	Accounts Payable	ALICE JO WEBB	\$100.00
NBAZ - Warrant Clearing Account	Check	1117734	08/08/2023	Accounts Payable	THOMAS CARDON WEBB	\$110.00
NBAZ - Warrant Clearing Account	Check	1117735	08/08/2023	Accounts Payable	MICHAEL B WHITING	\$440.35
NBAZ - Warrant Clearing Account	Check	1117736	08/08/2023	Accounts Payable	SAMUEL A WOOD	\$1218.34
NBAZ - Warrant Clearing Account	Check	1117737	08/08/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$950.33
NBAZ - Warrant Clearing Account	Check	1117738	08/08/2023	Accounts Payable	WRIGHT EXPRESS FSC WEX	\$3660.34
NBAZ - Warrant Clearing Account	Check	1117739	08/08/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$1448.50
NBAZ - Warrant Clearing Account	Check	1117740	08/08/2023	Accounts Payable	CENTRAL AGENCY FAIR INC	\$200.00
NBAZ - Warrant Clearing Account	Check	1117741	08/08/2023	Accounts Payable	NATIONAL BANK	\$5504.40
NBAZ - Warrant Clearing Account	Check	1117742	08/14/2023	Accounts Payable	CHALMERS FORD INC	\$40148.22
NBAZ - Warrant Clearing Account	Check	1117743	08/14/2023	Accounts Payable	SAFELITE AUTO GLASS	\$383.21
NBAZ - Warrant Clearing Account	Check	1117744	08/14/2023	Accounts Payable	ALTON JOE SHEPHERD	\$132.31

NBAZ - Warrant Clearing Account	Check	1117745	08/14/2023	Accounts Payable	RODGER DAHOZY	\$3119.76
NBAZ - Warrant Clearing Account	Check	1117746	08/14/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$4036.72
NBAZ - Warrant Clearing Account	Check	1117747	08/14/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$1756.36
NBAZ - Warrant Clearing Account	Check	1117748	08/14/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$2280.36
NBAZ - Warrant Clearing Account	Check	1117749	08/14/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$4801.80
NBAZ - Warrant Clearing Account	Check	1117750	08/15/2023	Accounts Payable	ALL TRAFFIC SOLUTIONS INC	\$2850.00
NBAZ - Warrant Clearing Account	Check	1117751	08/15/2023	Accounts Payable	ALLEGRA	\$4566.13
NBAZ - Warrant Clearing Account	Check	1117752	08/15/2023	Accounts Payable	ALPINE WATER AND SANITARY	\$139.40
NBAZ - Warrant Clearing Account	Check	1117753	08/15/2023	Accounts Payable	ALSCO INC	\$833.43
NBAZ - Warrant Clearing Account	Check	1117754	08/15/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$5245.19
NBAZ - Warrant Clearing Account	Check	1117755	08/15/2023	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	\$1548.11
NBAZ - Warrant Clearing Account	Check	1117756	08/15/2023	Accounts Payable	APACHE COUNTY	\$52.64
NBAZ - Warrant Clearing Account	Check	1117757	08/15/2023	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	\$1250.00
NBAZ - Warrant Clearing Account	Check	1117758	08/15/2023	Accounts Payable	ASHTONS REPAIR INC	\$60.00
NBAZ - Warrant Clearing Account	Check	1117759	08/15/2023	Accounts Payable	ASPHALT ZIPPER INC	\$2133.59
NBAZ - Warrant Clearing Account	Check	1117760	08/15/2023	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	\$2806.83
NBAZ - Warrant Clearing Account	Check	1117761	08/15/2023	Accounts Payable	AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS	\$3770.00
NBAZ - Warrant Clearing Account	Check	1117762	08/15/2023	Accounts Payable	AZ ASSOCIATION OF SUPERIOR COURT ADMINISTRATORS	\$175.00
NBAZ - Warrant Clearing Account	Check	1117763	08/15/2023	Accounts Payable	AZ DEPT OF TRANSPORTATION	\$300.00
NBAZ - Warrant Clearing Account	Check	1117764	08/15/2023	Accounts Payable	AZ JUSTICE OF THE PEACE ASSOCIATION	\$1195.00
NBAZ - Warrant Clearing Account	Check	1117765	08/15/2023	Accounts Payable	AZLGEBT	\$396108.97
NBAZ - Warrant Clearing Account	Check	1117766	08/15/2023	Accounts Payable	B&R TRUCKING	\$9714.77
NBAZ - Warrant Clearing Account	Check	1117767	08/15/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	\$256.02
NBAZ - Warrant Clearing Account	Check	1117768	08/15/2023	Accounts Payable	BASIN BROADCASTING COMPANY INC - KN2N RADIO	\$660.00
NBAZ - Warrant Clearing Account	Check	1117769	08/15/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$1652.02
NBAZ - Warrant Clearing Account	Check	1117770	08/15/2023	Accounts Payable	BEACON FIRE AND SECURITY LLC	\$120.00
NBAZ - Warrant Clearing Account	Check	1117771	08/15/2023	Accounts Payable	SARAH MAE BEGAY	\$75.00
NBAZ - Warrant Clearing Account	Check	1117772	08/15/2023	Accounts Payable	JIMICA LYNN BIGMAN	\$25.73
NBAZ - Warrant Clearing Account	Check	1117773	08/15/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$558.46
NBAZ - Warrant Clearing Account	Check	1117774	08/15/2023	Accounts Payable	BETH BOND	\$37.00
NBAZ - Warrant Clearing Account	Check	1117775	08/15/2023	Accounts Payable	BOOT BARN	\$200.00
NBAZ - Warrant Clearing Account	Check	1117776	08/15/2023	Accounts Payable	BREWER LAW OFFICE PLLC	\$8500.00
NBAZ - Warrant Clearing Account	Check	1117777	08/15/2023	Accounts Payable	BRIMHALL SAND & ROCK	\$2517.28
NBAZ - Warrant Clearing Account	Check	1117778	08/15/2023	Accounts Payable	BUILDING NATIONS LLC	\$300.00
NBAZ - Warrant Clearing Account	Check	1117779	08/15/2023	Accounts Payable	CDW GOVERNMENT LLC	\$1279.63
NBAZ - Warrant Clearing Account	Check	1117780	08/15/2023	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	\$207.50
NBAZ - Warrant Clearing Account	Check	1117781	08/15/2023	Accounts Payable	CENTRAL ARIZONA SUPPLY	\$636.49
NBAZ - Warrant Clearing Account	Check	1117782	08/15/2023	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	\$432.00
NBAZ - Warrant Clearing Account	Check	1117783	08/15/2023	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	\$32.71
NBAZ - Warrant Clearing Account	Check	1117784	08/15/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$212.34
NBAZ - Warrant Clearing Account	Check	1117785	08/15/2023	Accounts Payable	FERRIN CROSBY	\$92.62
NBAZ - Warrant Clearing Account	Check	1117786	08/15/2023	Accounts Payable	JOSHUA T CURTIS	\$74.00
NBAZ - Warrant Clearing Account	Check	1117787	08/15/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$96.98
NBAZ - Warrant Clearing Account	Check	1117788	08/15/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	\$192.81
NBAZ - Warrant Clearing Account	Check	1117789	08/15/2023	Accounts Payable	DIAMOND C FEEDS	\$154.87
NBAZ - Warrant Clearing Account	Check	1117790	08/15/2023	Accounts Payable	CECILIA DIAZ	\$20.33
NBAZ - Warrant Clearing Account	Check	1117791	08/15/2023	Accounts Payable	EATON SALES & SERVICE	\$3516.20
NBAZ - Warrant Clearing Account	Check	1117792	08/15/2023	Accounts Payable	PJ E EDWARDS-RAY	\$212.50
NBAZ - Warrant Clearing Account	Check	1117793	08/15/2023	Accounts Payable	EMPIRE MACHINERY	\$1452.66
NBAZ - Warrant Clearing Account	Check	1117794	08/15/2023	Accounts Payable	EXHIB-ITI TRADESHOW MARKETING EXPERTS	\$976.00
NBAZ - Warrant Clearing Account	Check	1117795	08/15/2023	Accounts Payable	FRONTIER	\$933.85
NBAZ - Warrant Clearing Account	Check	1117796	08/15/2023	Accounts Payable	FRONTIER	\$289.52
NBAZ - Warrant Clearing Account	Check	1117797	08/15/2023	Accounts Payable	GALL'S INC	\$207.33
NBAZ - Warrant Clearing Account	Check	1117798	08/15/2023	Accounts Payable	GILA BROADBAND	\$740.00
NBAZ - Warrant Clearing Account	Check	1117799	08/15/2023	Accounts Payable	GILA COUNTY	\$10477.76
NBAZ - Warrant Clearing Account	Check	1117800	08/15/2023	Accounts Payable	GK INVESTIGATIONS	\$1122.70
NBAZ - Warrant Clearing Account	Check	1117801	08/15/2023	Accounts Payable	BARBARA J GOMEZ	\$2103.56
NBAZ - Warrant Clearing Account	Check	1117802	08/15/2023	Accounts Payable	DARYL GREER	\$59.78
NBAZ - Warrant Clearing Account	Check	1117803	08/15/2023	Accounts Payable	JESSICA ANN HAMLIN	\$58.07
NBAZ - Warrant Clearing Account	Check	1117804	08/15/2023	Accounts Payable	HAMLIN LAW OFFICE PLC	\$8500.00
NBAZ - Warrant Clearing Account	Check	1117805	08/15/2023	Accounts Payable	KLINT HEAP	\$1290.00
NBAZ - Warrant Clearing Account	Check	1117806	08/15/2023	Accounts Payable	ROBERT JAMES HIGGINS	\$2140.43
NBAZ - Warrant Clearing Account	Check	1117807	08/15/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$135.97
NBAZ - Warrant Clearing Account	Check	1117808	08/15/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$124.49
NBAZ - Warrant Clearing Account	Check	1117809	08/15/2023	Accounts Payable	GARRY HITCHCOCK	\$131.74
NBAZ - Warrant Clearing Account	Check	1117810	08/15/2023	Accounts Payable	HOME DEPOT	\$1979.65
NBAZ - Warrant Clearing Account	Check	1117811	08/15/2023	Accounts Payable	IDEMIA IDENTITY & SECURITY USA LLC	\$1830.00
NBAZ - Warrant Clearing Account	Check	1117812	08/15/2023	Accounts Payable	JOHN (JACK) INGRAM	\$67.00
NBAZ - Warrant Clearing Account	Check	1117813	08/15/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$176.27
NBAZ - Warrant Clearing Account	Check	1117814	08/15/2023	Accounts Payable	DENNISE L JONES	\$2103.56
NBAZ - Warrant Clearing Account	Check	1117815	08/15/2023	Accounts Payable	ALVIN D JUMBO	\$54.00
NBAZ - Warrant Clearing Account	Check	1117816	08/15/2023	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	\$78.08
NBAZ - Warrant Clearing Account	Check	1117817	08/15/2023	Accounts Payable	KARL G PEW DVM	\$350.00
NBAZ - Warrant Clearing Account	Check	1117818	08/15/2023	Accounts Payable	KONICA MINOLTA	\$49.74
NBAZ - Warrant Clearing Account	Check	1117819	08/15/2023	Accounts Payable	LABORATORY CORP OF AMERICA	\$289.54
NBAZ - Warrant Clearing Account	Check	1117820	08/15/2023	Accounts Payable	LANGUAGE LINE SERVICES INC	\$369.20
NBAZ - Warrant Clearing Account	Check	1117821	08/15/2023	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	\$4424.00
NBAZ - Warrant Clearing Account	Check	1117822	08/15/2023	Accounts Payable	LOWES #24	\$422.43
NBAZ - Warrant Clearing Account	Check	1117823	08/15/2023	Accounts Payable	LOWES COMPANIES INC	\$95.19
NBAZ - Warrant Clearing Account	Check	1117824	08/15/2023	Accounts Payable	ERIC MCNEIL	\$1050.00
NBAZ - Warrant Clearing Account	Check	1117825	08/15/2023	Accounts Payable	JASON WAYNE MOORE	\$2071.09

NBAZ - Warrant Clearing Account	Check	1117826	08/15/2023	Accounts Payable	REITA MOORE	\$88.46
NBAZ - Warrant Clearing Account	Check	1117827	08/15/2023	Accounts Payable	DIANA M MORGAN	\$267.90
NBAZ - Warrant Clearing Account	Check	1117828	08/15/2023	Accounts Payable	NAVAJO SANITATION INC	\$461.10
NBAZ - Warrant Clearing Account	Check	1117829	08/15/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$4746.27
NBAZ - Warrant Clearing Account	Check	1117830	08/15/2023	Accounts Payable	NAVAJO WESTERNERS	\$74.04
NBAZ - Warrant Clearing Account	Check	1117831	08/15/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$12407.16
NBAZ - Warrant Clearing Account	Check	1117832	08/15/2023	Accounts Payable	KEIRSTEN NIELSEN	\$2770.30
NBAZ - Warrant Clearing Account	Check	1117833	08/15/2023	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	\$43.24
NBAZ - Warrant Clearing Account	Check	1117834	08/15/2023	Accounts Payable	O'REILLY AUTO PARTS	\$692.96
NBAZ - Warrant Clearing Account	Check	1117835	08/15/2023	Accounts Payable	DANA BRYCE PATTERSON	\$8500.00
NBAZ - Warrant Clearing Account	Check	1117836	08/15/2023	Accounts Payable	RYAN N PATTERSON	\$233.06
NBAZ - Warrant Clearing Account	Check	1117837	08/15/2023	Accounts Payable	RYAN N PATTERSON	\$238.05
NBAZ - Warrant Clearing Account	Check	1117838	08/15/2023	Accounts Payable	RYAN N PATTERSON	\$545.62
NBAZ - Warrant Clearing Account	Check	1117839	08/15/2023	Accounts Payable	PENWORTHY COMPANY	\$258.55
NBAZ - Warrant Clearing Account	Check	1117840	08/15/2023	Accounts Payable	PERFECT PRINTZ LLC	\$1119.36
NBAZ - Warrant Clearing Account	Check	1117841	08/15/2023	Accounts Payable	PERKINS CINDERS INC	\$1951.74
NBAZ - Warrant Clearing Account	Check	1117842	08/15/2023	Accounts Payable	PIMA COUNTY MEDICAL	\$7500.00
NBAZ - Warrant Clearing Account	Check	1117843	08/15/2023	Accounts Payable	PREMIUM PROPANE LLC	\$149.92
NBAZ - Warrant Clearing Account	Check	1117844	08/15/2023	Accounts Payable	PROFORCE LAW ENFORCEMENT	\$557.69
NBAZ - Warrant Clearing Account	Check	1117845	08/15/2023	Accounts Payable	QUILL CORP	\$4127.45
NBAZ - Warrant Clearing Account	Check	1117846	08/15/2023	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	\$8500.00
NBAZ - Warrant Clearing Account	Check	1117847	08/15/2023	Accounts Payable	R&S NORTHEAST LLC	\$1576.34
NBAZ - Warrant Clearing Account	Check	1117848	08/15/2023	Accounts Payable	RAELENE RABAN	\$49.38
NBAZ - Warrant Clearing Account	Check	1117849	08/15/2023	Accounts Payable	RHINEHART OIL CO	\$4824.96
NBAZ - Warrant Clearing Account	Check	1117850	08/15/2023	Accounts Payable	RICOH USA INC	\$26.03
NBAZ - Warrant Clearing Account	Check	1117851	08/15/2023	Accounts Payable	RIGG LAW FIRM PLLC	\$672.00
NBAZ - Warrant Clearing Account	Check	1117852	08/15/2023	Accounts Payable	RIGHT TOYOTA	\$57000.00
NBAZ - Warrant Clearing Account	Check	1117853	08/15/2023	Accounts Payable	ROBERTS TIRE SALES INC	\$3471.64
NBAZ - Warrant Clearing Account	Check	1117854	08/15/2023	Accounts Payable	JODI H ROTHLSBERGER	\$550.00
NBAZ - Warrant Clearing Account	Check	1117855	08/15/2023	Accounts Payable	RUSH TRUCK CENTER	\$836.43
NBAZ - Warrant Clearing Account	Check	1117856	08/15/2023	Accounts Payable	SAFELITE AUTO GLASS	\$931.91
NBAZ - Warrant Clearing Account	Check	1117857	08/15/2023	Accounts Payable	SAFETY KLEEN	\$131.63
NBAZ - Warrant Clearing Account	Check	1117858	08/15/2023	Accounts Payable	SANOFI PASTEUR INC	\$482.92
NBAZ - Warrant Clearing Account	Check	1117859	08/15/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1459.94
NBAZ - Warrant Clearing Account	Check	1117860	08/15/2023	Accounts Payable	JOE SHIRLEY JR	\$149.10
NBAZ - Warrant Clearing Account	Check	1117861	08/15/2023	Accounts Payable	SHOW LOW FORD INC	\$87.32
NBAZ - Warrant Clearing Account	Check	1117862	08/15/2023	Accounts Payable	SIERRA PROPANE	\$242.13
NBAZ - Warrant Clearing Account	Check	1117863	08/15/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$195.60
NBAZ - Warrant Clearing Account	Check	1117864	08/15/2023	Accounts Payable	SPARKLETT'S WATER	\$457.16
NBAZ - Warrant Clearing Account	Check	1117865	08/15/2023	Accounts Payable	SPEEDY SALES AND SERVICE	\$789.70
NBAZ - Warrant Clearing Account	Check	1117866	08/15/2023	Accounts Payable	ST JOHNS CITY	\$154.37
NBAZ - Warrant Clearing Account	Check	1117867	08/15/2023	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	\$1005.00
NBAZ - Warrant Clearing Account	Check	1117868	08/15/2023	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	\$505.08
NBAZ - Warrant Clearing Account	Check	1117869	08/15/2023	Accounts Payable	THE LIBRARY STORE INC	\$323.80
NBAZ - Warrant Clearing Account	Check	1117870	08/15/2023	Accounts Payable	THE MAGNOLIA JOURNAL	\$20.00
NBAZ - Warrant Clearing Account	Check	1117871	08/15/2023	Accounts Payable	THE WOOD LAW OFFICE (RONALD WOOD)	\$535.00
NBAZ - Warrant Clearing Account	Check	1117872	08/15/2023	Accounts Payable	THOMSON REUTERS WEST	\$3000.38
NBAZ - Warrant Clearing Account	Check	1117873	08/15/2023	Accounts Payable	TOWN OF EAGAR	\$340.91
NBAZ - Warrant Clearing Account	Check	1117874	08/15/2023	Accounts Payable	TOWN OF SPRINGERVILLE	\$726.73
NBAZ - Warrant Clearing Account	Check	1117875	08/15/2023	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	\$81.83
NBAZ - Warrant Clearing Account	Check	1117876	08/15/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$441.41
NBAZ - Warrant Clearing Account	Check	1117877	08/15/2023	Accounts Payable	TRIPLE R FUELS	\$10.00
NBAZ - Warrant Clearing Account	Check	1117878	08/15/2023	Accounts Payable	UNIFIRST CORPORATION	\$74.69
NBAZ - Warrant Clearing Account	Check	1117879	08/15/2023	Accounts Payable	VALLEY AUTO PARTS	\$242.49
NBAZ - Warrant Clearing Account	Check	1117880	08/15/2023	Accounts Payable	VERIZON WIRELESS	\$1380.56
NBAZ - Warrant Clearing Account	Check	1117881	08/15/2023	Accounts Payable	WESTERN DRUG COMPANY	\$10.00
NBAZ - Warrant Clearing Account	Check	1117882	08/15/2023	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	\$621.22
NBAZ - Warrant Clearing Account	Check	1117883	08/15/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	\$454.36
NBAZ - Warrant Clearing Account	Check	1117884	08/15/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$12.90
NBAZ - Warrant Clearing Account	Check	1117885	08/15/2023	Accounts Payable	JOYCLYNN WHITING	\$121.56
NBAZ - Warrant Clearing Account	Check	1117886	08/15/2023	Accounts Payable	MICHAEL B WHITING	\$157.01
NBAZ - Warrant Clearing Account	Check	1117887	08/15/2023	Accounts Payable	WILLIAMS, LAMUEL	\$54.00
NBAZ - Warrant Clearing Account	Check	1117888	08/15/2023	Accounts Payable	ANTONIA WOOD	\$222.76
NBAZ - Warrant Clearing Account	Check	1117889	08/15/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$380.85
NBAZ - Warrant Clearing Account	Check	1117890	08/15/2023	Accounts Payable	XEROX CORP	\$82.58
NBAZ - Warrant Clearing Account	Check	1117891	08/15/2023	Accounts Payable	DERRICK YAZZIE	\$54.00
NBAZ - Warrant Clearing Account	Check	1117892	08/15/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$2497.35
NBAZ - Warrant Clearing Account	Check	1117893	08/15/2023	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	\$684.12
NBAZ - Warrant Clearing Account	Check	1117894	08/15/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$20.00
NBAZ - Warrant Clearing Account	Check	1117895	08/15/2023	Accounts Payable	CDW GOVERNMENT LLC	\$325.66
NBAZ - Warrant Clearing Account	Check	1117896	08/15/2023	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	\$131.00
NBAZ - Warrant Clearing Account	Check	1117897	08/15/2023	Accounts Payable	CENTRAL ARIZONA SUPPLY	\$199.61
NBAZ - Warrant Clearing Account	Check	1117898	08/15/2023	Accounts Payable	GRAINER	\$488.77
NBAZ - Warrant Clearing Account	Check	1117899	08/15/2023	Accounts Payable	KEEGAN HUFFMAN	\$276.42
NBAZ - Warrant Clearing Account	Check	1117900	08/15/2023	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	\$113.72
NBAZ - Warrant Clearing Account	Check	1117901	08/15/2023	Accounts Payable	BENJAMIN SLATON JOHNSTON	\$276.42
NBAZ - Warrant Clearing Account	Check	1117902	08/15/2023	Accounts Payable	JONATHAN KEENAN	\$276.42
NBAZ - Warrant Clearing Account	Check	1117903	08/15/2023	Accounts Payable	NAVAJO WESTERNERS	\$156.91
NBAZ - Warrant Clearing Account	Check	1117904	08/15/2023	Accounts Payable	PERFECT PRINTZ LLC	\$302.00
NBAZ - Warrant Clearing Account	Check	1117905	08/15/2023	Accounts Payable	R&S NORTHEAST LLC	\$964.66
NBAZ - Warrant Clearing Account	Check	1117906	08/15/2023	Accounts Payable	RUSH TRUCK CENTER	\$456.37

NBAZ - Warrant Clearing Account	Check	1117907	08/15/2023	Accounts Payable	THE GUIDANCE CENTER	\$1595.00
NBAZ - Warrant Clearing Account	Check	1117908	08/15/2023	Accounts Payable	VERIZON WIRELESS	\$573.49
NBAZ - Warrant Clearing Account	Check	1117909	08/15/2023	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	\$187.16
NBAZ - Warrant Clearing Account	Check	1117910	08/15/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$12.09
NBAZ - Warrant Clearing Account	Check	1117911	08/15/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$57.02
NBAZ - Warrant Clearing Account	Check	1117912	08/15/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$127.09
NBAZ - Warrant Clearing Account	Check	1117913	08/17/2023	HR	Maricela Cano	\$1118.91
NBAZ - Warrant Clearing Account	Check	1117914	08/17/2023	HR	Florybel Castillo	\$1102.76
NBAZ - Warrant Clearing Account	Check	1117915	08/17/2023	HR	Elizabeth Heap	\$834.83
NBAZ - Warrant Clearing Account	Check	1117916	08/17/2023	HR	Benjamin S Johnston	\$1797.65
NBAZ - Warrant Clearing Account	Check	1117917	08/17/2023	HR	James M Thomas	\$617.54
NBAZ - Warrant Clearing Account	Check	1117918	08/17/2023	HR	Josie N Overson	\$401.85
NBAZ - Warrant Clearing Account	Check	1117919	08/17/2023	HR	Kapris S James	\$1618.29
NBAZ - Warrant Clearing Account	Check	1117920	08/17/2023	HR	Kade A Latham	\$528.17
NBAZ - Warrant Clearing Account	Check	1117921	08/17/2023	HR	Nicholas R Patterson	\$916.30
NBAZ - Warrant Clearing Account	Check	1117922	08/17/2023	HR	Cason D Williams	\$974.41
NBAZ - Warrant Clearing Account	Check	1117923	08/17/2023	HR	Charles Kent Rogers	\$1517.90
NBAZ - Warrant Clearing Account	Check	1117924	08/17/2023	HR	Lanny Sherrill	\$1244.00
NBAZ - Warrant Clearing Account	Check	1117925	08/17/2023	HR	Reed Stradling	\$2030.56
NBAZ - Warrant Clearing Account	Check	1117926	08/17/2023	HR	Kaitlynn A Wilson	\$1160.67
NBAZ - Warrant Clearing Account	Check	1117927	08/17/2023	HR	Carolyn S Benally	\$1222.81
NBAZ - Warrant Clearing Account	Check	1117928	08/17/2023	HR	Antonio W Tsosie	\$149.05
NBAZ - Warrant Clearing Account	Check	1117929	08/17/2023	HR	Areli Gonzalez Alvarez	\$924.86
NBAZ - Warrant Clearing Account	Check	1117930	08/17/2023	HR	Rebekah P Harris	\$2323.13
NBAZ - Warrant Clearing Account	Check	1117931	08/17/2023	HR	James A Lair	\$1072.12
NBAZ - Warrant Clearing Account	Check	1117932	08/17/2023	HR	Yolanda Baldwin	\$926.07
NBAZ - Warrant Clearing Account	Check	1117933	08/17/2023	HR	Cassidy Ann Elmer	\$163.08
NBAZ - Warrant Clearing Account	Check	1117934	08/17/2023	HR	Braxton Leigh Martin	\$139.18
NBAZ - Warrant Clearing Account	Check	1117935	08/17/2023	HR	Lillian Chavez	\$1307.02
NBAZ - Warrant Clearing Account	Check	1117936	08/17/2023	HR	Dale Lee Hauser	\$944.90
NBAZ - Warrant Clearing Account	Check	1117937	08/17/2023	HR	Louvell L Nez	\$917.42
NBAZ - Warrant Clearing Account	Check	1117938	08/17/2023	HR	Melvin Owens JR	\$900.81
NBAZ - Warrant Clearing Account	Check	1117939	08/17/2023	HR	Robert Lee Owens	\$1072.63
NBAZ - Warrant Clearing Account	Check	1117940	08/17/2023	HR	Lane L Benally	\$922.97
NBAZ - Warrant Clearing Account	Check	1117941	08/17/2023	HR	Lonnie S Benally	\$1023.23
NBAZ - Warrant Clearing Account	Check	1117942	08/17/2023	HR	Zoe S Medure	\$493.06
NBAZ - Warrant Clearing Account	Check	1117943	08/17/2023	HR	Bruce A Chavez	\$657.50
NBAZ - Warrant Clearing Account	Check	1117944	08/17/2023	HR	Olivia F Wiltbank	\$732.61
NBAZ - Warrant Clearing Account	Check	1117945	08/15/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE (AFLAC)	\$220.46
NBAZ - Warrant Clearing Account	Check	1117946	08/15/2023	Accounts Payable	APACHE COUNTY FSA	\$775.95
NBAZ - Warrant Clearing Account	Check	1117947	08/15/2023	Accounts Payable	APACHE COUNTY HSA	\$5331.05
NBAZ - Warrant Clearing Account	Check	1117948	08/15/2023	Accounts Payable	APACHE COUNTY MEDICAL	\$199191.44
NBAZ - Warrant Clearing Account	Check	1117949	08/15/2023	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	\$181787.09
NBAZ - Warrant Clearing Account	Check	1117950	08/15/2023	Accounts Payable	ASRS LEGACY EORP	\$11107.92
NBAZ - Warrant Clearing Account	Check	1117951	08/15/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$137418.66
NBAZ - Warrant Clearing Account	Check	1117952	08/15/2023	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1117953	08/15/2023	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	\$989.86
NBAZ - Warrant Clearing Account	Check	1117954	08/15/2023	Accounts Payable	CORP AOC DISABILITY	\$63.12
NBAZ - Warrant Clearing Account	Check	1117955	08/15/2023	Accounts Payable	CORP DISABILITY	\$168.68
NBAZ - Warrant Clearing Account	Check	1117956	08/15/2023	Accounts Payable	CORRECTIONS OFFICER RET PLAN	\$14465.48
NBAZ - Warrant Clearing Account	Check	1117957	08/15/2023	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	\$1194.60
NBAZ - Warrant Clearing Account	Check	1117958	08/15/2023	Accounts Payable	EODCRS DISABILITY	\$12.94
NBAZ - Warrant Clearing Account	Check	1117959	08/15/2023	Accounts Payable	EORP LEGACY	\$3039.91
NBAZ - Warrant Clearing Account	Check	1117960	08/15/2023	Accounts Payable	INDIANA STATE CENTRAL COLLECTION UNIT (INSCCU)	\$173.34
NBAZ - Warrant Clearing Account	Check	1117961	08/15/2023	Accounts Payable	NATIONWIDE	\$4417.17
NBAZ - Warrant Clearing Account	Check	1117962	08/15/2023	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	\$603.59
NBAZ - Warrant Clearing Account	Check	1117963	08/15/2023	Accounts Payable	NATIONWIDE TRUST FSB	\$2953.80
NBAZ - Warrant Clearing Account	Check	1117964	08/15/2023	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	\$162.00
NBAZ - Warrant Clearing Account	Check	1117965	08/15/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$15278.91
NBAZ - Warrant Clearing Account	Check	1117966	08/15/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$11067.37
NBAZ - Warrant Clearing Account	Check	1117967	08/15/2023	Accounts Payable	RIO PUERCO ACRES	\$510.00
NBAZ - Warrant Clearing Account	Check	1117968	08/15/2023	Accounts Payable	SECURITY BENEFIT GROUP	\$340.00
NBAZ - Warrant Clearing Account	Check	1117969	08/15/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1132.50
NBAZ - Warrant Clearing Account	Check	1117970	08/21/2023	Accounts Payable	ALTON JOE SHEPHERD	\$295.88
NBAZ - Warrant Clearing Account	Check	1117971	08/21/2023	Accounts Payable	MARLEITA BEGAY	\$704.34
NBAZ - Warrant Clearing Account	Check	1117972	08/21/2023	Accounts Payable	NAVAJO NATION FAIR	\$500.00
NBAZ - Warrant Clearing Account	Check	1117973	08/22/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$1964.08
NBAZ - Warrant Clearing Account	Check	1117974	08/22/2023	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	\$132.17
NBAZ - Warrant Clearing Account	Check	1117975	08/22/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$257.24
NBAZ - Warrant Clearing Account	Check	1117976	08/22/2023	Accounts Payable	PINAL COUNTY ARIZONA	\$14574.00
NBAZ - Warrant Clearing Account	Check	1117977	08/22/2023	Accounts Payable	QUILL CORP	\$33.93
NBAZ - Warrant Clearing Account	Check	1117978	08/22/2023	Accounts Payable	RDO EQUIPMENT CO	\$413.34
NBAZ - Warrant Clearing Account	Check	1117979	08/22/2023	Accounts Payable	SAFELITE AUTO GLASS	\$568.55
NBAZ - Warrant Clearing Account	Check	1117980	08/22/2023	Accounts Payable	24 HOUR GAS-N-GO	\$4.10
NBAZ - Warrant Clearing Account	Check	1117981	08/22/2023	Accounts Payable	ACTION PLUMBING/REED SERVICES LLC	\$385.00
NBAZ - Warrant Clearing Account	Check	1117982	08/22/2023	Accounts Payable	ADVANCED AIR SYSTEMS LLC	\$939.82
NBAZ - Warrant Clearing Account	Check	1117983	08/22/2023	Accounts Payable	ALLEGRA	\$11181.93
NBAZ - Warrant Clearing Account	Check	1117984	08/22/2023	Accounts Payable	ALPINE WATER AND SANITARY	\$73.58
NBAZ - Warrant Clearing Account	Check	1117985	08/22/2023	Accounts Payable	ALSCO INC	\$476.91
NBAZ - Warrant Clearing Account	Check	1117986	08/22/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$10336.42
NBAZ - Warrant Clearing Account	Check	1117987	08/22/2023	Accounts Payable	AMERICAN REGISTRY FOR INTERNET NUMBERS (ARIN)	\$500.00

NBAZ - Warrant Clearing Account	Check	1117988	08/22/2023	Accounts Payable	APACHE COUNTY	\$122.40
NBAZ - Warrant Clearing Account	Check	1117989	08/22/2023	Accounts Payable	AT&T MOBILITY II LLC	\$99.72
NBAZ - Warrant Clearing Account	Check	1117990	08/22/2023	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	\$91.50
NBAZ - Warrant Clearing Account	Check	1117991	08/22/2023	Accounts Payable	AZ DEPT OF HEALTH SERVICES	\$2000.00
NBAZ - Warrant Clearing Account	Check	1117992	08/22/2023	Accounts Payable	AZ SUPREME COURT	\$118.50
NBAZ - Warrant Clearing Account	Check	1117993	08/22/2023	Accounts Payable	AZ SUPREME COURT	\$3120.00
NBAZ - Warrant Clearing Account	Check	1117994	08/22/2023	Accounts Payable	BACKWOODS TEES	\$78.55
NBAZ - Warrant Clearing Account	Check	1117995	08/22/2023	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	\$667.97
NBAZ - Warrant Clearing Account	Check	1117996	08/22/2023	Accounts Payable	DERRICK ALAN BEGAY	\$256.17
NBAZ - Warrant Clearing Account	Check	1117997	08/22/2023	Accounts Payable	SARAH MAE BEGAY	\$475.00
NBAZ - Warrant Clearing Account	Check	1117998	08/22/2023	Accounts Payable	BI INC	\$163.56
NBAZ - Warrant Clearing Account	Check	1117999	08/22/2023	Accounts Payable	PAULA MARIE BILLY	\$67.00
NBAZ - Warrant Clearing Account	Check	1118000	08/22/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$729.79
NBAZ - Warrant Clearing Account	Check	1118001	08/22/2023	Accounts Payable	BOOT BARN	\$595.16
NBAZ - Warrant Clearing Account	Check	1118002	08/22/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	\$31504.77
NBAZ - Warrant Clearing Account	Check	1118003	08/22/2023	Accounts Payable	JOSEPH DARRON BRODERICK	\$300.00
NBAZ - Warrant Clearing Account	Check	1118004	08/22/2023	Accounts Payable	ASHLEE BROWN	\$67.00
NBAZ - Warrant Clearing Account	Check	1118005	08/22/2023	Accounts Payable	CDW GOVERNMENT LLC	\$991.61
NBAZ - Warrant Clearing Account	Check	1118006	08/22/2023	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	\$2572.93
NBAZ - Warrant Clearing Account	Check	1118007	08/22/2023	Accounts Payable	COPPERFASTEN TECHNOLOGIES LIMITED T/A TITAN HQ	\$5190.00
NBAZ - Warrant Clearing Account	Check	1118008	08/22/2023	Accounts Payable	CORDANT HEALTH SOLUTIONS	\$388.40
NBAZ - Warrant Clearing Account	Check	1118009	08/22/2023	Accounts Payable	COURTESY CHEVROLET	\$41733.22
NBAZ - Warrant Clearing Account	Check	1118010	08/22/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$5283.46
NBAZ - Warrant Clearing Account	Check	1118011	08/22/2023	Accounts Payable	DELL COMPUTER CORPORATION	\$8145.55
NBAZ - Warrant Clearing Account	Check	1118012	08/22/2023	Accounts Payable	CECILIA DIAZ	\$7411.78
NBAZ - Warrant Clearing Account	Check	1118013	08/22/2023	Accounts Payable	DISH NETWORK	\$212.83
NBAZ - Warrant Clearing Account	Check	1118014	08/22/2023	Accounts Payable	EIGHTYNINE A LLC	\$157.50
NBAZ - Warrant Clearing Account	Check	1118015	08/22/2023	Accounts Payable	EMPIRE MACHINERY	\$1894.07
NBAZ - Warrant Clearing Account	Check	1118016	08/22/2023	Accounts Payable	EXHIB-ITI TRADESHOW MARKETING EXPERTS	\$524.00
NBAZ - Warrant Clearing Account	Check	1118017	08/22/2023	Accounts Payable	FLEET PRIDE	\$4470.46
NBAZ - Warrant Clearing Account	Check	1118018	08/22/2023	Accounts Payable	FRONTIER	\$202.27
NBAZ - Warrant Clearing Account	Check	1118019	08/22/2023	Accounts Payable	FRONTIER	\$142.62
NBAZ - Warrant Clearing Account	Check	1118020	08/22/2023	Accounts Payable	FRONTIER	\$95.34
NBAZ - Warrant Clearing Account	Check	1118021	08/22/2023	Accounts Payable	FRONTIER	\$141.23
NBAZ - Warrant Clearing Account	Check	1118022	08/22/2023	Accounts Payable	FRONTIER	\$207.66
NBAZ - Warrant Clearing Account	Check	1118023	08/22/2023	Accounts Payable	FRONTIER	\$206.21
NBAZ - Warrant Clearing Account	Check	1118024	08/22/2023	Accounts Payable	FRONTIER	\$218.18
NBAZ - Warrant Clearing Account	Check	1118025	08/22/2023	Accounts Payable	FRONTIER	\$808.31
NBAZ - Warrant Clearing Account	Check	1118026	08/22/2023	Accounts Payable	FRONTIER	\$220.72
NBAZ - Warrant Clearing Account	Check	1118027	08/22/2023	Accounts Payable	FRONTIER	\$127.84
NBAZ - Warrant Clearing Account	Check	1118028	08/22/2023	Accounts Payable	FUTURE TIRE	\$1577.61
NBAZ - Warrant Clearing Account	Check	1118029	08/22/2023	Accounts Payable	SAMUEL TODD GARDNER	\$300.00
NBAZ - Warrant Clearing Account	Check	1118030	08/22/2023	Accounts Payable	GLOBAL SENSORS	\$406.61
NBAZ - Warrant Clearing Account	Check	1118031	08/22/2023	Accounts Payable	DARYL GREER	\$55.47
NBAZ - Warrant Clearing Account	Check	1118032	08/22/2023	Accounts Payable	GREER COMMUNITY FACILITIES	\$981.38
NBAZ - Warrant Clearing Account	Check	1118033	08/22/2023	Accounts Payable	HATCH CONSTRUCTION	\$20720.00
NBAZ - Warrant Clearing Account	Check	1118034	08/22/2023	Accounts Payable	HIGH COUNTRY SIGNS LLC	\$4350.00
NBAZ - Warrant Clearing Account	Check	1118035	08/22/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOHNS MARKET	\$49.92
NBAZ - Warrant Clearing Account	Check	1118036	08/22/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$1263.02
NBAZ - Warrant Clearing Account	Check	1118037	08/22/2023	Accounts Payable	HOME DEPOT	\$2378.33
NBAZ - Warrant Clearing Account	Check	1118038	08/22/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$401.45
NBAZ - Warrant Clearing Account	Check	1118039	08/22/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$39.09
NBAZ - Warrant Clearing Account	Check	1118040	08/22/2023	Accounts Payable	KAPRIS SHOVAN JAMES	\$300.00
NBAZ - Warrant Clearing Account	Check	1118041	08/22/2023	Accounts Payable	DESTINY A JENSEN	\$11.06
NBAZ - Warrant Clearing Account	Check	1118042	08/22/2023	Accounts Payable	STEPHEN W KIZER	\$900.00
NBAZ - Warrant Clearing Account	Check	1118043	08/22/2023	Accounts Payable	LINGO	\$327.73
NBAZ - Warrant Clearing Account	Check	1118044	08/22/2023	Accounts Payable	LOWES #24	\$184.98
NBAZ - Warrant Clearing Account	Check	1118045	08/22/2023	Accounts Payable	LSQ GROUP HOLDINGS LLC	\$3602.19
NBAZ - Warrant Clearing Account	Check	1118046	08/22/2023	Accounts Payable	MARDY MANNING	\$418.00
NBAZ - Warrant Clearing Account	Check	1118047	08/22/2023	Accounts Payable	MASS TRANSCRIPTIONS	\$424.20
NBAZ - Warrant Clearing Account	Check	1118048	08/22/2023	Accounts Payable	MELISSA MEEKS	\$285.32
NBAZ - Warrant Clearing Account	Check	1118049	08/22/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$1347.15
NBAZ - Warrant Clearing Account	Check	1118050	08/22/2023	Accounts Payable	LEHI MONTIERTH	\$300.00
NBAZ - Warrant Clearing Account	Check	1118051	08/22/2023	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	\$676.50
NBAZ - Warrant Clearing Account	Check	1118052	08/22/2023	Accounts Payable	NAPA	\$414.54
NBAZ - Warrant Clearing Account	Check	1118053	08/22/2023	Accounts Payable	NATIONAL TEST SYSTEMS	\$432.21
NBAZ - Warrant Clearing Account	Check	1118054	08/22/2023	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	\$820.00
NBAZ - Warrant Clearing Account	Check	1118055	08/22/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	\$2708.78
NBAZ - Warrant Clearing Account	Check	1118056	08/22/2023	Accounts Payable	NAVAJO WESTERNERS	\$807.18
NBAZ - Warrant Clearing Account	Check	1118057	08/22/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	\$16310.84
NBAZ - Warrant Clearing Account	Check	1118058	08/22/2023	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	\$5000.00
NBAZ - Warrant Clearing Account	Check	1118059	08/22/2023	Accounts Payable	NORTHERN SAFETY COMPANY INC	\$1853.66
NBAZ - Warrant Clearing Account	Check	1118060	08/22/2023	Accounts Payable	O'REILLY AUTO PARTS	\$2344.69
NBAZ - Warrant Clearing Account	Check	1118061	08/22/2023	Accounts Payable	ORIENTAL TRADING COMPANY	\$86.75
NBAZ - Warrant Clearing Account	Check	1118062	08/22/2023	Accounts Payable	TOBIE KLIENEN OVERSON	\$563.19
NBAZ - Warrant Clearing Account	Check	1118063	08/22/2023	Accounts Payable	DENNIELLE PATTERSON	\$263.09
NBAZ - Warrant Clearing Account	Check	1118064	08/22/2023	Accounts Payable	RYAN N PATTERSON	\$607.64
NBAZ - Warrant Clearing Account	Check	1118065	08/22/2023	Accounts Payable	PERFECT PRINTZ LLC	\$324.77
NBAZ - Warrant Clearing Account	Check	1118066	08/22/2023	Accounts Payable	PINAL COUNTY ARIZONA	\$21514.00
NBAZ - Warrant Clearing Account	Check	1118067	08/22/2023	Accounts Payable	QUALITY CARQUEST	\$454.99
NBAZ - Warrant Clearing Account	Check	1118068	08/22/2023	Accounts Payable	QUILL CORP	\$1782.76

NBAZ - Warrant Clearing Account	Check	1118069	08/22/2023	Accounts Payable	RACHER'S OFFICE EQUIPMENT	\$561.93
NBAZ - Warrant Clearing Account	Check	1118070	08/22/2023	Accounts Payable	RELIABLE BACKGROUND SCREENING	\$960.00
NBAZ - Warrant Clearing Account	Check	1118071	08/22/2023	Accounts Payable	RHINEHART OIL CO	\$19837.12
NBAZ - Warrant Clearing Account	Check	1118072	08/22/2023	Accounts Payable	SAFELITE AUTO GLASS	\$1214.02
NBAZ - Warrant Clearing Account	Check	1118073	08/22/2023	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	\$350.00
NBAZ - Warrant Clearing Account	Check	1118074	08/22/2023	Accounts Payable	SANOPI PASTEUR INC	\$8524.50
NBAZ - Warrant Clearing Account	Check	1118075	08/22/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1972.15
NBAZ - Warrant Clearing Account	Check	1118076	08/22/2023	Accounts Payable	SHERWIN-WILLIAMS	\$104.85
NBAZ - Warrant Clearing Account	Check	1118077	08/22/2023	Accounts Payable	ERIN KRISTINE SMITH	\$44.46
NBAZ - Warrant Clearing Account	Check	1118078	08/22/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULAR ONE NE AZ	\$359.47
NBAZ - Warrant Clearing Account	Check	1118079	08/22/2023	Accounts Payable	SPARKLETTS WATER	\$73.92
NBAZ - Warrant Clearing Account	Check	1118080	08/22/2023	Accounts Payable	SPARKLETTS WATER	\$13.65
NBAZ - Warrant Clearing Account	Check	1118081	08/22/2023	Accounts Payable	SPORTS WORLD INC	\$481.75
NBAZ - Warrant Clearing Account	Check	1118082	08/22/2023	Accounts Payable	STANTEC CONSULTING SERVICES	\$67263.47
NBAZ - Warrant Clearing Account	Check	1118083	08/22/2023	Accounts Payable	STATE FARM FIRE & CASUALTY COMPANY	\$90.00
NBAZ - Warrant Clearing Account	Check	1118084	08/22/2023	Accounts Payable	ROCKY STEINMETZ	\$300.00
NBAZ - Warrant Clearing Account	Check	1118085	08/22/2023	Accounts Payable	THE WOOD LAW OFFICE (RONALD WOOD)	\$176.00
NBAZ - Warrant Clearing Account	Check	1118086	08/22/2023	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	\$1552.00
NBAZ - Warrant Clearing Account	Check	1118087	08/22/2023	Accounts Payable	ALENA THOMPSON	\$652.34
NBAZ - Warrant Clearing Account	Check	1118088	08/22/2023	Accounts Payable	TOWN OF SPRINGERVILLE	\$137.71
NBAZ - Warrant Clearing Account	Check	1118089	08/22/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$145.46
NBAZ - Warrant Clearing Account	Check	1118090	08/22/2023	Accounts Payable	TRIPLE R FUELS	\$294.25
NBAZ - Warrant Clearing Account	Check	1118091	08/22/2023	Accounts Payable	UNIFIRST CORPORATION	\$201.05
NBAZ - Warrant Clearing Account	Check	1118092	08/22/2023	Accounts Payable	VERIZON CONNECT FLEET USA LLC	\$57.22
NBAZ - Warrant Clearing Account	Check	1118093	08/22/2023	Accounts Payable	VERIZON WIRELESS	\$4095.58
NBAZ - Warrant Clearing Account	Check	1118094	08/22/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	\$200.94
NBAZ - Warrant Clearing Account	Check	1118095	08/22/2023	Accounts Payable	MICHAEL B WHITING	\$89.79
NBAZ - Warrant Clearing Account	Check	1118096	08/22/2023	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	\$806.07
NBAZ - Warrant Clearing Account	Check	1118097	08/22/2023	Accounts Payable	DERRICK YAZZIE	\$85.00
NBAZ - Warrant Clearing Account	Check	1118098	08/22/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$402.00
NBAZ - Warrant Clearing Account	Check	1118099	08/22/2023	Accounts Payable	JAY YELLOWHORSE	\$988.03
NBAZ - Warrant Clearing Account	Check	1118100	08/22/2023	Accounts Payable	IVAN D ZHELEV	\$300.00
NBAZ - Warrant Clearing Account	Check	1118101	08/22/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	\$24698.90
NBAZ - Warrant Clearing Account	Check	1118102	08/22/2023	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	\$444.00
NBAZ - Warrant Clearing Account	Check	1118103	08/22/2023	Accounts Payable	INNOVATIVE UAS	\$50000.72
NBAZ - Warrant Clearing Account	Check	1118104	08/22/2023	Accounts Payable	PCLIQIDATIONS.COM	\$681.34
NBAZ - Warrant Clearing Account	Check	1118105	08/22/2023	Accounts Payable	QUILL CORP	\$1549.83
NBAZ - Warrant Clearing Account	Check	1118106	08/22/2023	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	\$190.64
NBAZ - Warrant Clearing Account	Check	1118107	08/22/2023	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	\$412.00
NBAZ - Warrant Clearing Account	Check	1118108	08/23/2023	Accounts Payable	ALTON JOE SHEPHERD	\$515.44
NBAZ - Warrant Clearing Account	Check	1118109	08/23/2023	HR	James A Lair	\$1072.12
NBAZ - Warrant Clearing Account	Check	1118110	08/24/2023	Accounts Payable	AZ ASSN OF COUNTIES	\$325.00
NBAZ - Warrant Clearing Account	Check	1118111	08/28/2023	Accounts Payable	B&R TRUCKING	\$21983.00
NBAZ - Warrant Clearing Account	Check	1118112	08/28/2023	Accounts Payable	BUILDING NATIONS LLC	\$400.00

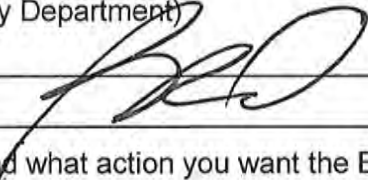
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

FORM 100-1000-0001

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

County Manager _____

Date/Signature: _____

8/28/23 

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

Request approval of minutes dated August 14, 2023.

BOS Meeting Date Requested 9/5/23

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

August 14, 2023
St. Johns, Arizona

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

Chairman Shepherd 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.

Kimberly Cole gave the invocation.

Timothy Hinton led the Pledge of Allegiance.

Chairman Shepherd called for the Health District items.

Kimberly Cole, Health Director, requested approval of the Maternal and Child Health Healthy Arizona Families, CTR055272 - Amendment #3, revising the scope of work and price sheet in the amount of \$91,587 for FY24. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Kimberly Cole, Health Director, requested approval of the contract with Alena Thompson, FNP to provide reproductive health services at the St. Johns and Round Valley Clinics once a month and has been budgeted for in FY24. **Mr. Shirley moved approval seconded by Mr. Davis.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

Craig Sullivan, Executive Director, County Supervisors Association (CSA) introduced Jason Whiting, Navajo County Supervisor, the sitting CSA president. Mr. Whiting thanked the Board of Supervisors for their continued service and input to CSA. Mr. Sullivan provide a report on recent County Supervisors Association activities including discussion on the recent legislative session and budget. No action was needed or taken.

Timothy Hinton, Finance Director, requested approval of the 2023-2024 Tax Levy for all County jurisdictions. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Matt Fish, Community Development Director, presented the item following a public hearing, discussion, and possible approval of the Fifth Amended Plat of the Hidden Paradise Subdivision, allowing Gary McNamara to split his 10-acre lot creating two (2) +/- 2-acre lots and one (1) +/- 6.05-acre lot. Property is located at 38 County Road 8405 in Vernon, Arizona, Parcel 106-25-010A. Planning and Zoning Commission unanimously approved on July 6, 2023. **Mr. Shirley moved to open the public hearing, seconded by Mr. Davis.** Vote was unanimous. There was no one wanting to address the board during the public hearing. **Mr. Shirley moved to close the public hearing, seconded by Mr. Davis.** Vote was unanimous. **Mr. Davis moved to approve the amended plat, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson presented the consent agenda items A-F and requested approval with the exception of item C. **Mr. Shirley moved to approval of the consent agenda items A, B, D, E, F and remove item C, seconded by Mr. Davis.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between July 25, 2023, to August 14, 2023. 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 July 25, 2023. ~~C. Request approval to amend the current Indigent Defense Attorney Contract with current contractors.~~ D. Request approval of a resolution declaring recognition of fallen firefighters and emergency services personnel.

**A RESOLUTION DECLARING RECOGNITION OF FALLEN FIREFIGHTERS AND
EMERGENCY SERVICES PERSONNEL
Resolution #2023-**

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

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

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

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

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

WHEREAS, firefighters and emergency services personnel play an essential role in the

protection of lives and property in our local community; and

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

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

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, Arizona, now calls upon all citizens of Apache County and upon all patriotic, civic, and educational organizations in Apache County to observe the first Saturday in October, October 7, 2023, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff. The Board encourages appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

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

Adopted this 14th day of August 2023

/s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:

/s/ Ryan N. Patterson
Clerk of the Board

Engineering Department: E. Request authorization to create and fill an Equipment Mechanic II position (Range 38) for the Limestone Pit. This request will not impact the FY24 budget. Sheriff's Office: F. Request approval to accept the donation of five used dispatch workstation desks from the City of Prescott Regional Communications Center. These workstations will be used to update and expand the capacity and functionality of the dispatch center. Vote was unanimous for approval of consent agenda items A, B,D,E & F and removing item C.

Troy Czarnyszka, on behalf of Superior Court, requested approval for the FY24 Fill the Gap grant application in the amount of \$48,729.27. Mr. Czarnyszka stated these funds are generated from court fines and fees and are set aside for necessary court operations within Apache County. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Troy Czarnyszka, on behalf of Superior Court, requested approval for the FY24 Field Trainer grant application in the amount of \$25,000. Mr. Czarnyszka stated these funds help cover the salary of the Court Field Trainer. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Sheriff Dedman and Chief Deputy Roscoe Herrera requested approval of Agreement M23-0026 between Arizona Department of Emergency and Military Affairs and the Apache County Sheriff's Office for the prosecution and imprisonment of border related crimes in the amount of \$2,210,524. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Sheriff Dedman and Chief Deputy Roscoe Herrera requested approval to create a Detective position (Range 54). Sheriff Dedman stated this position will be paid with grant funds and will not exceed the FY24 budget. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

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

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

Approved this 5th day of September, 2023.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

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

(PLEASE PRINT NAME)

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

Date/Signature: _____

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

County Manager (Public Fiduciary): Discussion and possible approval of the Public Fiduciary Reorganization Plan. These changes will not increase the FY24 budget.

BOS Meeting Date Requested: September 5, 2023

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 _____

Public Fiduciary Reorganization Plan

Eliminate			Create		
Position	Range	Total w/ERE's	Position	Range	Total w/ERE's
Administrative Coordinator	42	\$ 55,887.33	Public Fiduciary Case Manager (hire within Range)	42	\$ 71,461.60
Program Coordinator I	29	\$ 39,262.31	Public Fiduciary Additional Legal Duties (Bar License)		\$ 18,053.85
		\$ 95,149.64			\$ 89,515.45

Total Savings

\$ 5,634.19

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

8-20-23

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

Request approval of Victim Compensation Grant Number VC-24-001 from the Arizona Criminal Justice Commission in the amount of \$88,210. These funds will be used to further assist victims of crime through our Victim Compensation Program.

BOS Meeting Date Requested _____

9-5-23

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 _____



Arizona Criminal Justice Commission

June 15, 2023

Chairperson
STEVE STAHL
Law Enforcement Leader

Vice-Chairperson
DAVID K. BYERS, Director
Administrative Office of the Courts

Attn: Michael B. Whiting, County Attorney
Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

RE: Victim Compensation Grant Number VC-24-001

JEAN BISHOP
Mohave County Supervisor

Dear Michael B. Whiting,

LAURA CONOVER
Pima County Attorney

JEFF GLOVER
Department of Public Safety

KRIS MAYES
Attorney General

MINA MENDEZ
Board of Executive Clemency

RACHEL MITCHELL
Maricopa County Attorney

CHRIS NANOS
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

KARA RILEY
Oro Valley Chief of Police

DAVID SANDERS
Pima County Chief Probation Officer

RYAN THORNELL, Director
Department of Corrections,
Rehabilitation, and Reentry

VACANT
Former Judge

VACANT
County Sheriff

VACANT
Chief of Police

VACANT
Chief of Police

VACANT
Mayor

VACANT
County Attorney

Executive Director
Andrew T. LeFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 384-1146
FAX: (602) 384-1175
www.azcjc.gov

On March 16, 2023, the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2024. On March 16, 2023, the Commission also approved the allocation of \$6,619,100.00 in state and federal crime victim compensation funds to county programs for FY 2024. The total amount allocated Apache County Attorney's Office includes the following:

ACJC (State Funding)*	\$24,200.00
ARPA (Federal Funding)*	\$64,010.00
VOCA (Federal Funding)*	\$0.00
TOTAL ALLOCATION	\$88,210.00

*Estimated Level

The allocation of state funding to the Apache County Attorney's Office compensation program includes \$24,200.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2024, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2023 or the agreement may be cancelled.

If you have any questions concerning your award you may contact me at 602-364-1168.

Sincerely,

Heather Bohnet, Program Manager
Crime Victim Services



**ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM COMPENSATION PROGRAM
GRANT AGREEMENT**

ACJC Grant Number VC-24-001
Assistance Listings Number (ALN) Number 16.576

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

Grantee Name: Apache County Attorney's Office

Grantee's UEI Number: 082897786

Grantee Period of Performance Start and End Date: 07/01/2023 to 06/30/2024

Amount of Federal Funds Obligated by this Agreement: \$64,010.00

Total Amount of Federal Funds Obligated to the Grantee: \$64,010.00

Indirect Cost Rate used by the Grantee under this Agreement:

ALN Number and Name: 16.576 - Crime Victim Compensation

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs, Office for Victims of Crime Total

Amount of the Federal Award in this Agreement: \$1,633,000.00

Federal Award Identification Number (FAIN): 15POVC-22-GG-00566

Federal Award Date: 08/25/2022

ALN Number and Name: 21.027 - Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: US Department of the Treasury

Total Amount of the Federal Award in this Agreement: \$10,000,000.00

Agreement Number: ISA-ARPA-ACJC-010123-01

Federal Award Project Description:

Funds under this program shall be used by the states for awards of compensation benefits to crime victims. The primary purpose of this grant is to supplement state efforts to provide financial compensation to crime victims for costs resulting from crime, and to encourage victim cooperation and participation in the criminal justice system.

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award:

This Grant Agreement is made this 15th day of June, 2023 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 01, 2023 and terminate on June 30, 2024. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W Washington St., Ste 230
Phoenix, Arizona 85007

Attn: Program Manager

B. If to the GRANTEE:

Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

Attn: County Attorney, Michael B. Whiting

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

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

APPROVED LINE ITEM PROGRAM BUDGET

PERSONAL SERVICES	
Salaries	\$20,177.88
Fringe Benefits*	\$4,022.12
OVERTIME	
Wages	\$0.00
Fringe Benefits*	\$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	\$0.00
Fringe Benefits*	\$0.00
TRAVEL EXPENSES	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
EQUIPMENT	
Capital	\$0.00
Non-Capital	\$0.00
OPERATING EXPENSES	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
State Victims Comp Benefits	\$0.00
ARPA Victims Comp Benefits	\$64,010.00
TOTAL BUDGET	\$88,210.00

POSITIONS FUNDED: Victim Coordinator (1)

EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP), \$64,010.00 in Coronavirus State and Local Recovery Funds (ARPA), and \$24,200.00 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$0.00.

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

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment request (GAR) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program Link: *e-CFR Navigation Aid* at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 25th
October 1st to December 31st	January 25th
January 1st to March 31st	April 25th
April 1st to June 30th	July 25th

FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. Link: *OJP Financial Guide* at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--**a. It represents that--**

(1) It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. It certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. Link: *Audit Requirements for OJP Awards* at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. Link: *2 C.F.R Part 200 for OJP Awards* at <https://ojp.gov/funding/Part200UniformRequirements.htm> .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the *Consolidated Appropriations Act, 2018* at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. Link: *System for Award Management* at <https://www.sam.gov/SAM/>.

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. Link: *OJP Training Guide Principles for Grantees and Subgrantees* at <https://www.ojp.gov/funding/implementation/training-guiding-principles-grantees-and-subgrantees>.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 15POVC-22-GG-00566 awarded by the Department of Justice, Office of Justice Programs, Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE shall comply with all federal, state, and local laws, rules, policies, or executive orders to prohibit discrimination.

54. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOC (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: [Link: Limited English Proficiency A Federal Interagency Website at http://www.LEP.gov](http://www.LEP.gov).

56. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. [Link: https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith](https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith).

57. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

58. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

59. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

60. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

61. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <https://www.azcjc.gov/Grants/Civil-Rights-Compliance>.

62. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

63. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. Link: <http://niem.github.io/reference/specifications/>.

64. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

65. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

66. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

67. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

68. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

69. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
70. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
71. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.
72. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
73. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
74. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
75. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
76. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
77. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
78. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
79. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

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

81. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

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

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

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**ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM COMPENSATION PROGRAM
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

ACJC Grant Number VC-24-001

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. GRANTEE must submit the following documents and information within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents must be submitted through the GRANTEE's Grants Portal "Attachment" section.
 1. ACJC Subgrantee Self-Assessment Questionnaire can be completed in the Grants Portal at: <https://grantsportal.azcjc.gov>.
 2. Current Victim Compensation Board members can be entered into the personnel section of the Grants Portal.
 3. Verification that all staff working in the Victim Compensation program comply with special condition 15 below.
 4. Verification that the Civil Rights Official is current on their annual training.
3. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
4. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
5. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
6. The GRANTEE understands that \$24,200.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
7. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
8. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
9. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (https://www.ovc.gov/voca/pdf/voca_guidelines2001.pdf).
10. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
11. The GRANTEE agrees to seek and order all available restitution owed to the program.
12. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.

SPECIAL CONDITION(S) (Continued):

13. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.

14. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

15. GRANTEE 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>

16. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

17. Employment eligibility verification for hiring under the award

The GRANTEE 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 GRANTEE 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).

B. Notify all persons associated with the GRANTEE who are or will be involved in activities under this award of both-

(1) This award requirement for verification of employment eligibility, and

(2) The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) 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 award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C 1324a (a)(1) and (2).

D. As part of the recordkeeping for the award (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.

18. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Authorized Official Initials: DS
MW

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

FOR GRANTEE:

DocuSigned by: Michael Whiting <small>8D518235928A425...</small>	7/12/2023
---	-----------

Authorized Signatory	Date
----------------------	------

Michael Whiting	County Attorney
-----------------	-----------------

Printed Name & Title

Approved as to form and authority to enter into Agreement:

DocuSigned by: Michael Whiting <small>8D518235928A425...</small>	7/5/2023
---	----------

Legal Counsel for GRANTEE	Date
---------------------------	------

Michael Whiting	County Attorney
-----------------	-----------------

Printed Name & Title

Statutory or other legal authority to enter into Agreement:

ARS Title 12

Appropriate A.R.S., Ordinance, or Charter Reference

FOR CRIMINAL JUSTICE COMMISSION:

DocuSigned by: <i>Andrew LeFevre</i> <small>8D18232E503B48E</small>	7/21/2023
---	-----------

Andrew T. LeFevre, Executive Director Arizona Criminal Justice Commission	Date
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ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

INSURANCE REQUIREMENTS EXHIBIT "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

Exhibit "A" Page 2

3. Worker's Compensation and Employers' Liability

Workers' Compensation Employers' Liability	Statutory
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

Certificate Of Completion

Envelope Id: C62A5C4B9F5742369F78340951D01E95
Subject: Please DocuSign: Crime Victim Compensation Grant Agreement
Source Envelope:
Document Pages: 22 Signatures: 3
Certificate Pages: 5 Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Dorinda Johns
djohns@azcjc.gov
IP Address: 159.87.74.2

Record Tracking

Status: Original
6/20/2023 9:26:47 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Dorinda Johns
djohns@azcjc.gov
Pool: StateLocal
Pool: Arizona Criminal Justice Commission

Location: DocuSign

Location: DocuSign

Signer Events

Michael Whiting
michaelbwhiting@gmail.com
County Attorney
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Michael Whiting
6D510225026A425...

Signature Adoption: Pre-selected Style
Using IP Address: 64.18.59.65

Timestamp

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Viewed: 7/5/2023 7:26:10 PM
Signed: 7/5/2023 7:59:01 PM

Electronic Record and Signature Disclosure:

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ID: 573d246f-9352-4f1d-b52c-8b454a1490db
Company Name: Carahsoft OBO Arizona Criminal Justice Commission

Michael Whiting
michaelbwhiting@gmail.com
County Attorney
Security Level: Email, Account Authentication (None)

DocuSigned by:
Michael Whiting
6D510225026A425...

Signature Adoption: Pre-selected Style
Using IP Address: 64.18.59.65

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Viewed: 7/12/2023 5:55:31 PM
Signed: 7/12/2023 5:58:04 PM

Electronic Record and Signature Disclosure:

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ID: 573d246f-9352-4f1d-b52c-8b454a1490db
Company Name: Carahsoft OBO Arizona Criminal Justice Commission

Andrew LeFevre
alefevre@azcjc.gov
Director
Carahsoft OBO Arizona Criminal Justice Commission
Security Level: Email, Account Authentication (None)

DocuSigned by:
Andrew LeFevre
9018232503840E...

Signature Adoption: Pre-selected Style
Using IP Address: 159.87.74.2

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Signed: 7/21/2023 11:12:21 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Agent Delivery Events

Cecilia Diaz
cdiaz@apachecountyaz.gov
Security Level: Email, Account Authentication
(None)

Status

VIEWED

Using IP Address: 64.18.59.65

Timestamp

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Viewed: 6/20/2023 3:49:27 PM
Completed: 7/5/2023 7:23:28 PM

Electronic Record and Signature Disclosure:

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ID: 1bee4a09-108f-462f-8496-1583650dbac8
Company Name: Carahsoft OBO Arizona Criminal Justice Commission

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	7/21/2023 11:12:03 AM
Signing Complete	Security Checked	7/21/2023 11:12:21 AM
Completed	Security Checked	7/21/2023 11:12:21 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Arizona Criminal Justice Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alefevre@azcjc.gov

To advise Carahsoft OBO Arizona Criminal Justice Commission of your new email address

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

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

To request paper copies from Carahsoft OBO Arizona Criminal Justice Commission

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

To withdraw your consent with Carahsoft OBO Arizona Criminal Justice Commission

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alefevre@azcjc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: _____

8-20-23 

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

Request approval of Drug, Gang, and Violent Crime Control FY2024 Award (DC-24-020) from the Arizona Criminal Justice Commission in the amount of \$105,480.14. These funds will be used to assist in the prosecution of crimes.

BOS Meeting Date Requested _____

9-5-23

PRE-AGENDA ITEM REVIEW

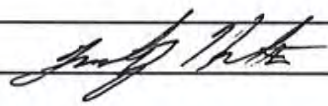
Legal Review: _____

Signature _____



Finance Review: _____

Signature _____



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Arizona Criminal Justice Commission

May 22, 2023

Chairperson
STEVE STAHL
Law Enforcement Leader

Vice-Chairperson
DAVID K. BYERS, Director
Administrative Office of the Courts

Attn: Michael B. Whiting, Apache County Attorney
Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

JEAN BISHOP
Mohave County Supervisor

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2024 Award, DC-24-020

LAURA CONOVER
Pima County Attorney

Dear Michael B. Whiting,

JEFF GLOVER
Department of Public Safety

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2024 Drug, Gang, and Violent Crime Control Program.

KRIS MAYES
Attorney General

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

MINA MENDEZ
Board of Executive Clemency

RACHEL MITCHELL
Maricopa County Attorney

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

CHRIS NANOS
Pima County Sheriff

PAUL PENZONE
Maricopa County Sheriff

KARA RILEY
Oro Valley Chief of Police

DAVID SANDERS
Pima County Chief Probation Officer

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

RYAN THORNELL, Director
Department of Corrections,
Rehabilitation, and Reentry

VACANT
Former Judge

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

VACANT
County Sheriff

VACANT
Chief of Police

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

VACANT
Chief of Police

If you have any questions, please contact Siyeni Yitbarek at siyitbarek@azcjc.gov or 602.364.1163. Our office looks forward to the continued partnership.

VACANT
Mayor

VACANT
County Attorney

Sincerely,

Executive Director
Andrew T. LaFevre

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 384-1146
FAX: (602) 384-1175
www.azcjc.gov

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



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

ACJC Grant Number DC-24-020
Assistance Listings Number (ALN) Number 16.738

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

Grantee Name: Apache County Attorney's Office

Grantee's UEI Number: 082897786

Grantee Period of Performance Start and End Date: 07/01/2023 to 06/30/2024

Amount of Federal Funds Obligated by this Agreement: \$43,246.86

Total Amount of Federal Funds Obligated to the Grantee: \$43,246.86

Indirect Cost Rate used by the Grantee under this Agreement: 0

ALN Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Total Amount of the Federal Award in this Agreement: \$4,090,656.00

Federal Award Identification Number (FAIN): 15PBJA-21-GG-00265-JAGX

Federal Award Date: 09/13/2020

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY2024 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

Law enforcement programs

Prosecution and court programs

Prevention and education programs

Corrections and community corrections programs

Drug treatment and enforcement programs

Planning, evaluation, and technology improvement programs

Crime victim and witness programs (other than compensation)

Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0

This Grant Agreement is made this 22nd day of May, 2023 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 01, 2023 and terminate on June 30, 2024. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W Washington St., Ste 230
Phoenix, Arizona 85007

Attn: Program Manager

B. If to the GRANTEE:

Apache County Attorney's Office
PO BOX 637
St. Johns, AZ 85936

Attn: Apache County Attorney, Michael B. Whiting

DC 4

FY 2024 Drug, Gang, & Violent Crime Control Grant Recommended Awards

Applicant Agency	Personal Services	Overtime	ERE	Prof./		Total Proposed Project	Federal Funds	State Funds	Match Funds
				Outside Svs	Equipment				
Apprehension									
Apache County SO	\$ 123,339.74	\$ -	\$ 40,239.28	\$ 77,816.94	\$ -	\$ 241,395.96	\$ 98,972.34	\$ 82,074.63	\$ 60,348.99
Cochise County SO	\$ -	\$ 78,328.40	\$ 53,554.71	\$ -	\$ -	\$ 131,883.11	\$ 54,072.08	\$ 44,840.26	\$ 32,970.78
Flagstaff PD	\$ 133,993.45	\$ -	\$ 100,501.24	\$ 57,990.40	\$ -	\$ 292,485.09	\$ 119,918.89	\$ 99,444.93	\$ 73,121.27
Gila County SO	\$ 153,519.45	\$ -	\$ 51,004.03	\$ 127,130.52	\$ -	\$ 331,654.00	\$ 135,978.14	\$ 112,762.36	\$ 82,913.50
Graham County SO	\$ -	\$ 5,490.00	\$ 1,443.87	\$ 20,000.00	\$ -	\$ 26,933.87	\$ 11,042.88	\$ 9,157.52	\$ 6,733.47
Greenlee County SO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kingman PD	\$ 61,464.00	\$ -	\$ 23,073.59	\$ 252,294.41	\$ -	\$ 336,832.00	\$ 138,101.12	\$ 114,522.88	\$ 84,208.00
La Paz County SO	\$ 54,248.40	\$ -	\$ 23,369.18	\$ 52,742.45	\$ -	\$ 130,358.04	\$ 53,446.80	\$ 44,321.73	\$ 32,589.51
Navajo County SO	\$ 108,249.23	\$ -	\$ 20,642.88	\$ 117,839.00	\$ -	\$ 246,731.09	\$ 101,159.75	\$ 83,888.57	\$ 61,682.77
Pinal County SO	\$ -	\$ 37,135.45	\$ 8,404.87	\$ 108,054.02	\$ -	\$ 153,594.34	\$ 62,973.68	\$ 52,222.08	\$ 36,398.59
Salt River Pima Maricopa PD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Santa Cruz County SO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tucson PD	\$ 209,786.64	\$ -	\$ 228,521.92	\$ 249,331.44	\$ -	\$ 687,640.00	\$ 281,932.40	\$ 233,797.60	\$ 171,910.00
Yavapai SO	\$ 167,011.47	\$ -	\$ 90,742.54	\$ 96,191.99	\$ -	\$ 353,946.00	\$ 145,117.88	\$ 120,341.64	\$ 88,486.50
Yuma SO	\$ 132,026.37	\$ -	\$ 40,867.93	\$ -	\$ -	\$ 172,894.30	\$ 70,886.66	\$ 58,784.06	\$ 43,223.58
SUB-TOTAL	\$ 1,143,636.75	\$ 120,953.85	\$ 882,366.03	\$ 1,199,391.17	\$ -	\$ 3,106,347.80	\$ 1,273,602.60	\$ 1,058,158.25	\$ 776,588.95
Prosecution									
AG's Office - Medicaid Fraud	\$ 61,646.90	\$ -	\$ 40,353.30	\$ -	\$ -	\$ 102,000.20	\$ -	\$ 102,000.20	\$ -
Apache County Attorney	\$ 78,491.45	\$ -	\$ 26,988.69	\$ -	\$ -	\$ 105,480.14	\$ 43,246.88	\$ 35,863.25	\$ 26,370.04
Cochise County Attorney	\$ 112,584.25	\$ -	\$ 35,621.93	\$ -	\$ -	\$ 148,186.18	\$ 60,756.33	\$ 50,383.30	\$ 37,046.55
Coonino County Attorney	\$ 102,694.48	\$ -	\$ 37,328.80	\$ -	\$ -	\$ 140,021.08	\$ 57,408.84	\$ 47,607.17	\$ 35,005.27
Gila County Attorney	\$ 78,362.39	\$ -	\$ 13,396.42	\$ -	\$ -	\$ 91,758.81	\$ 37,621.11	\$ 31,198.00	\$ 22,939.70
Graham County Attorney	\$ 58,109.55	\$ -	\$ 21,890.45	\$ -	\$ -	\$ 77,800.00	\$ 31,898.00	\$ 26,452.00	\$ 19,430.00
Greenlee County Attorney	\$ 54,401.04	\$ -	\$ 12,627.99	\$ -	\$ -	\$ 67,229.03	\$ 27,563.90	\$ 22,857.87	\$ 18,807.26
La Paz County Attorney	\$ 78,190.32	\$ -	\$ 24,428.68	\$ -	\$ -	\$ 102,619.00	\$ 42,073.79	\$ 34,890.46	\$ 25,654.75
Maricopa County Attorney	\$ 823,464.95	\$ -	\$ 253,056.05	\$ -	\$ -	\$ 1,076,521.00	\$ 807,390.75	\$ -	\$ 289,130.25
Mohave County Attorney	\$ 120,364.61	\$ -	\$ 51,756.49	\$ -	\$ -	\$ 172,121.10	\$ 129,090.82	\$ 0.00	\$ 43,030.28
Navajo County Attorney	\$ 101,414.53	\$ -	\$ 34,090.26	\$ -	\$ -	\$ 135,474.79	\$ 55,544.66	\$ 46,051.43	\$ 33,888.70
Pima County Attorney	\$ 278,484.58	\$ -	\$ 80,707.43	\$ -	\$ -	\$ 359,192.01	\$ 147,269.72	\$ 122,125.28	\$ 89,798.00
Pinal County Attorney	\$ 146,365.79	\$ -	\$ 47,349.71	\$ -	\$ -	\$ 193,715.50	\$ 78,423.36	\$ 65,893.27	\$ 48,428.88
Tucson City Attorney	\$ 167,129.91	\$ -	\$ 105,291.84	\$ -	\$ -	\$ 272,421.75	\$ 111,692.92	\$ 92,623.40	\$ 68,105.44
Yavapai County Attorney	\$ 98,801.00	\$ -	\$ 30,310.78	\$ -	\$ -	\$ 129,111.76	\$ 62,935.82	\$ 43,898.00	\$ 32,277.94
Yuma County Attorney	\$ 208,457.77	\$ -	\$ 58,339.93	\$ -	\$ -	\$ 266,797.70	\$ 109,387.06	\$ 90,711.22	\$ 66,699.43
SUB-TOTAL	\$ 2,666,943.52	\$ -	\$ 873,506.53	\$ -	\$ -	\$ 3,440,450.05	\$ 1,793,302.75	\$ 812,534.84	\$ 834,812.46
Prosecution - Statewide Forfeiture Activities									
Attorney General's Office	\$ 488,315.32	\$ -	\$ 171,113.68	\$ -	\$ -	\$ 637,429.00	\$ 476,071.75	\$ 0.00	\$ 159,357.25
SUB-TOTAL	\$ 488,315.32	\$ -	\$ 171,113.68	\$ -	\$ -	\$ 637,429.00	\$ 476,071.75	\$ 0.00	\$ 159,357.25
Forensic Support									
Arizona Department of Public Safety	\$ 277,642.34	\$ -	\$ 102,690.68	\$ -	\$ -	\$ 380,233.00	\$ 285,174.75	\$ 0.00	\$ 95,058.25
Pinal County SO - Forensics	\$ -	\$ -	\$ -	\$ -	\$ 14,824.04	\$ 14,824.04	\$ 6,077.86	\$ 5,040.17	\$ 3,706.01
Tucson PD - Forensics	\$ 42,866.17	\$ -	\$ 26,452.71	\$ -	\$ -	\$ 69,318.88	\$ 28,420.74	\$ 23,568.42	\$ 17,329.72
SUB-TOTAL	\$ 320,408.51	\$ -	\$ 129,143.37	\$ -	\$ 14,824.04	\$ 464,375.92	\$ 319,673.35	\$ 28,608.59	\$ 116,093.98
Drug Adjudication and Corrections									
Administrative Office of the Courts	\$ 819,840.86	\$ -	\$ 516,826.14	\$ -	\$ -	\$ 1,336,467.00	\$ -	\$ 1,002,350.25	\$ 334,116.75
SUB-TOTAL	\$ 819,840.86	\$ -	\$ 516,826.14	\$ -	\$ -	\$ 1,336,467.00	\$ -	\$ 1,002,350.25	\$ 334,116.75
TOTAL	\$ 5,317,144.86	\$ 120,953.85	\$ 2,372,755.75	\$ 1,199,391.17	\$ 14,824.04	\$ 5,985,069.77	\$ 3,864,650.43	\$ 2,899,651.93	\$ 2,220,767.39

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

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

APPROVED LINE ITEM PROGRAM BUDGET

PERSONAL SERVICES	
Salaries	\$78,491.45
Fringe Benefits*	\$26,988.69
OVERTIME	
Wages	\$0.00
Fringe Benefits*	\$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	\$0.00
Fringe Benefits*	\$0.00
TRAVEL EXPENSES	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
EQUIPMENT	
Capital	\$0.00
Non-Capital	\$0.00
OPERATING EXPENSES	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Additional Expenses	\$0.00
TOTAL BUDGET	\$105,480.14

POSITIONS FUNDED: Assistant Chief Deputy Attorney (.38)

EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$43,246.86 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$35,863.25 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$26,370.03.

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

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment request (GAR) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program Link: *e-CFR Navigation Aid* at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. Link: *OJP Financial Guide* at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$250,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- I. In accepting this award, the GRANTEE--
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
- a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. *Link: Audit Requirements for OJP Awards at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.*
42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. *Link: 2 C.F.R Part 200 for OJP Awards at <https://ojp.gov/funding/Part200UniformRequirements.htm> .*
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the *Consolidated Appropriations Act, 2018* at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. Link: *System for Award Management* at <https://www.sam.gov/SAM/> .

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. Link: *OJP Training Guide Principles for Grantees and Subgrantees* at <https://www.ojp.gov/funding/implementation/training-guiding-principles-grantees-and-subgrantees>.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 15PBJA-21-GG-00265-JAGX awarded by the Department of Justice, Office of Justice Programs , Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE shall comply with all federal, state, and local laws, rules, policies, or executive orders to prohibit discrimination.

54. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statues that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: Link: *Limited English Proficiency A Federal Interagency Website* at <http://www.LEP.gov>.

56. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. Link: <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>.

57. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

58. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

59. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

60. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

61. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <https://www.azcjc.gov/Grants/Civil-Rights-Compliance>.

62. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

63. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. Link: <http://niem.github.io/reference/specifications/>.

64. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

65. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

66. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

67. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

68. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

69. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

70. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

71. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

72. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

73. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

74. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

75. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

76. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

77. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

78. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

79. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

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

81. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

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

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

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**ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

ACJC Grant Number DC-24-020

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.

2. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents must be submitted through the GRANTEE's Grants Portal "Attachment" section.

a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in Grants portal at:
<https://grantsportal.azcjc.gov/>

b. Benchmark Worksheet can be submitted through Grants Portal at: <https://grantsportal.azcjc.gov/>

c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC program income worksheet on Grants Portal under Manage Personnel.

Before the COMMISSION may transmit Federal funds from FY 2021 Byrne/JAG grant the GRANTEE is required to submit the properly executed certification and assurance by the Chief Executive of the Applicant Government.

d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at:
<https://bja.ojp.gov/doc/fy-22-local-jag-ce-certification.pdf>

3. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

4. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

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

6. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.

7. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

8. GRANTEE agrees to comply with the Government Performance and Results Act (Pub. L. No. 103-62) and the GRPA Modernization Act of 2010 (Pub. L. No. 111-352). Performance for current year award is measured by: 1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average

SPECIAL CONDITION(S) (Continued):

number of days to process a sample at the beginning of a grant period versus the average number of days to process a sample at the end of the grant period; 2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the award period versus the number of backlogged forensic cases at the end of the award period), if applicable to the grant; and 3) number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with current year Coverdell funds, if applicable to the award. GRANTEE is required to collect and report data relevant to these measures.

9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (Internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (<https://www.ctfi.org>). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpssso.ojp.gov/>) and ACJC Reporting tool website (<https://acjcreporting.azcjc.gov/>). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

SPECIAL CONDITION(S) (Continued):

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlogreduction-program.aspx.

19. Unreasonable restrictions on competition und the award; association with federal government

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

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open 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 the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a 200.319(a) or as specifically authorized by USDOJ.

2. Rules of construction

a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at the present) by or on behalf of the federal government- as an employee, contractor or subcontractor (at any tier), grant recipient or- subgrantee (at any tier), 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 grantee, any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

20. GRANTEE must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

21. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18

SPECIAL CONDITION(S) (Continued):

U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

22. If the recipient is designated "high risk" by a federal grant-making agency currently or at any time during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at dcadmin@azcjc.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

23. Consonant with federal statutes that pertain to firearms and background checks – including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- If the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

24. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

25. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

26. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory Date

Printed Name & Title

Additional signature(s) if required by political subdivision Date

Printed Name & Title

ATTEST:

Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal Counsel for GRANTEE Date

Printed Name & Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., Ordinance, or Charter Reference

FOR CRIMINAL JUSTICE COMMISSION:

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



ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

INSURANCE REQUIREMENTS EXHIBIT "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

Exhibit "A" Page 2

3. Worker's Compensation and Employers' Liability

Workers' Compensation Employers' Liability	Statutory
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

Certificate Of Completion

Envelope Id: 3D001DE929834CF0B480F01133B68381

Status: Sent

Subject: Please DocuSign: FY 2024 Drug Program Grant Agreement, DGVCC Grant Agreement Instructions

Source Envelope:

Document Pages: 23

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Siyeni Yitbarek

AutoNav: Enabled

syitbarek@azcjc.gov

EnvelopeId Stamping: Enabled

IP Address: 159.87.74.2

Time Zone: (UTC-07:00) Arizona

Record Tracking

Status: Original

Holder: Siyeni Yitbarek

Location: DocuSign

5/22/2023 10:36:37 AM

syitbarek@azcjc.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Arizona Criminal Justice Commission

Location: DocuSign

Signer Events

Signature

Timestamp

Michael Whiting

michaelbwhiting@gmail.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 10/12/2022 2:45:03 PM

ID: d41392c1-f4da-4ac4-b1c7-66379ca3afdc

Company Name: Carahsoft OBO Arizona Criminal Justice Commission

Sent: 5/22/2023 1:19:25 PM

Michael Whiting

michaelbwhiting@gmail.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Andrew LeFevre

alefevre@azcjc.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Cecilia Diaz

cdiaz@apachalaw.net

Security Level: Email, Account Authentication (None)

Using IP Address: 64.18.59.65



Sent: 5/22/2023 11:57:40 AM

Viewed: 5/22/2023 1:18:19 PM

Completed: 5/22/2023 1:19:25 PM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2023 1:18:19 PM

ID: 811d7973-41c0-4cef-872f-f53620e04d02

Company Name: Arizona Criminal Justice Commission

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Cecilia Díaz
cdiaz@apachelaw.net
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked
Security Checked

Timestamps

5/22/2023 11:57:40 AM
5/22/2023 1:19:25 PM
5/22/2023 1:19:25 PM
5/22/2023 1:19:25 PM
5/22/2023 1:19:25 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Arizona Criminal Justice Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alefevre@azcjc.gov

To advise Arizona Criminal Justice Commission of your new email address

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

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

To request paper copies from Arizona Criminal Justice Commission

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

To withdraw your consent with Arizona Criminal Justice Commission

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

TRM20200101

Submitter's Name Apache County Emergency Management

Date/Signature: _____

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

Notification that on August 15, 2023, after reviewing current weather and fire conditions, Stage 1 Fire

Restrictions were rescinded for the unincorporated areas of Apache County.

BOS Meeting Date: September 5, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: _____

Check if item does not require review

Finance Review: _____

Signature: _____

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office – Jail District

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval to remove and replace an aging swamp cooler with a 20-ton heating, ventilation and air conditioning (HVAC) unit from Advanced Air Systems, a single source provider, for two housing units for the Apache County Jail utilizing 50% from Jail Enhancement and 50% from Jail District funds in the amount of \$82,854.


BOS Meeting Date Requested March 5, 2023

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 _____



2250 W. Highway 70 Thatcher, AZ 85552
928-428-7425
www.AdvancedAir.com

Proposed by: Reggie Reed Proposed for: Apache County Jail

928-243-7212

reggie@advancedair.com
License: AZ ROC
265200,265199,334159 NM
384579

370 South Washington Street
St. Johns, AZ 85936
928-337-4321

9285512677
rgarcia@apachecountyaz.gov

20 TON PACKAGE HEAT PUMP FOR THE TWO PODS TO REPLACE THE SWAMP COOLER

Investment

\$82,854

Net Investment **\$82,854**

Trane (1)Trane FIABARM003A (1)Trane FIACO2K002A (1)Trane FIALOAM001A (1)Trane FIAHZDC00
WSJ240A3S000000

Price is to remove the old swamp cooler and discard it. We will replace it with a 20 ton HVAC package heat pump unit. The electric lines, crane, forklift, roof curb and all materials to complete is included.

Included Services:

- | | |
|---|---|
| - Quality workmanship backed by a 100% money back first year Guarantee backed completely by Trane & Advanced Air Systems. | - Misc. Material/Supplies |
| - Roof Curb | - Electrical work |
| - Crane | - SGL |
| - Rental Equipment | - Hall Guard, Economizer, Low ambient control, Remote temp sense, Backup heat kit |

1

Choose Your Payment Option

 Check

2

Choose Your Equipment Option

20 Ton Package Heat Pump for the two pods to replace the swamp cooler

3

Terms and Conditions

Thank you for allowing us to provide you with this Proposal. We greatly appreciate the opportunity and strive to earn your business.

1. [Check Our Reviews Before You Choose! - Click Here](#)
2. [To apply for Wells Fargo Financing - CLICK HERE!](#)
3. [To apply for Good Leap financing - CLICK HERE](#)

****For optimum energy efficiency Advanced Air Systems, Energy Star and Department of Energy recommends a Cooling Set Point of 78 degrees and a Heating Set Point of 72 for heating.** We do NOT recommend setting the Cooling Set Point below 74 degrees or the Heating Set Point above 76 degrees. If set above/below those Set Point limits damage can occur to equipment and building as well as increased utility bills and wear & tear on the Comfort equipment. If you have special design requirements and need to operate outside the normal temperature limits of please ask your Comfort Specialist for more details.**

TERMS & CONDITIONS OF AGREEMENT Proposal is good for 10 days. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices and local codes. Any alteration or deviation from above specifications including extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements contingent upon delays beyond our control. If account is placed in collections purchaser agrees to pay all costs of collection, including attorney's fee. Any items or equipment not paid in full is said to be property of Advanced Air Systems and if it is agreed the equipment will be collected or removed from property by Advanced Air Systems. **FINAL PAYMENT IS DUE UPON**

COMPLETION OF APPROVED WORK. Please NOTE Customer has 3 day right to rescission please notify us within this time frame to cancel. If we are contacted after 3 day right to rescission there will be a 10% fee of total project for restocking and freight costs to return equipment. Signing this proposal acknowledges this fee.

Warranty: Advanced Air warrants to the customer that materials and equipment furnished under the contract are of good quality and free from known defects. In addition to all manufacturer warranties, the contractor warrants that all work performed will conform to trade best practices and customs and provides an additional One-year (1) workmanship warranty to correct any defect in the work performed. This warranty excludes damage or defects caused by abuse, neglect, alterations to work not performed by the contractor, improper operation, and normal wear and tear. If the homeowner fails to notify contractor of defects within the one-year period or does not provide the contractor adequate opportunity to correct such defects, the homeowner waives the right to require corrections and waives any claims for breach of warranty.

***Equipment availability is currently volatile and lead times can vary drastically. See office for details and equipment availability.

Tax Credit Disclaimer: You agree to consult with your tax professional for the Federal tax credit. Tax rules are complex and change frequently depending on the tax payers situation. By accepting this agreement you acknowledge that and any tax liability. You are therefore encouraged to consult your own tax advisor before accepting this proposal.

Trane Commercial Package Heat Pump • Date Created: 08-24-2023

4

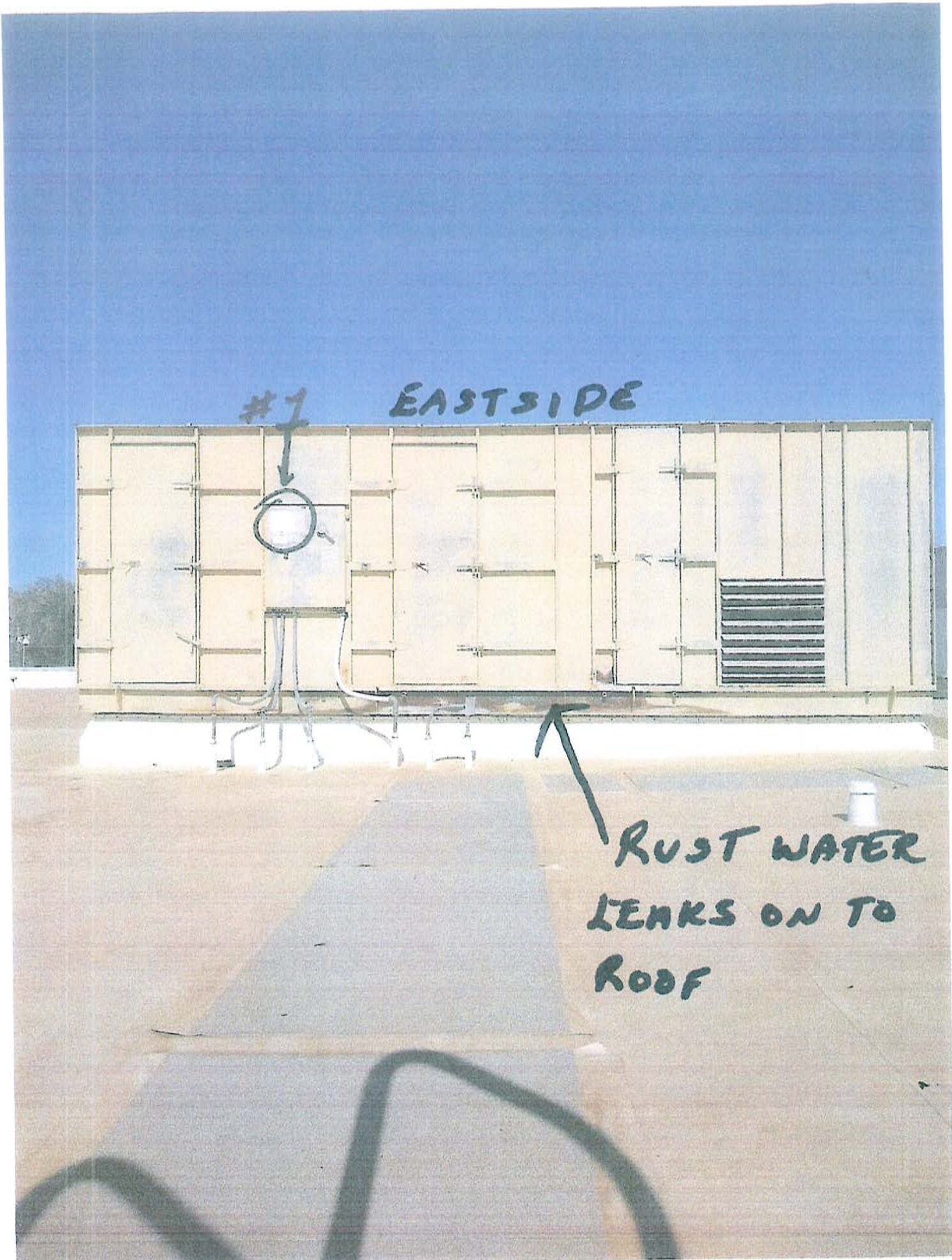
Approve Your Proposal

Print your name

Draw your signature.

Clear

Advanced Air Systems, Inc. 10000 ...

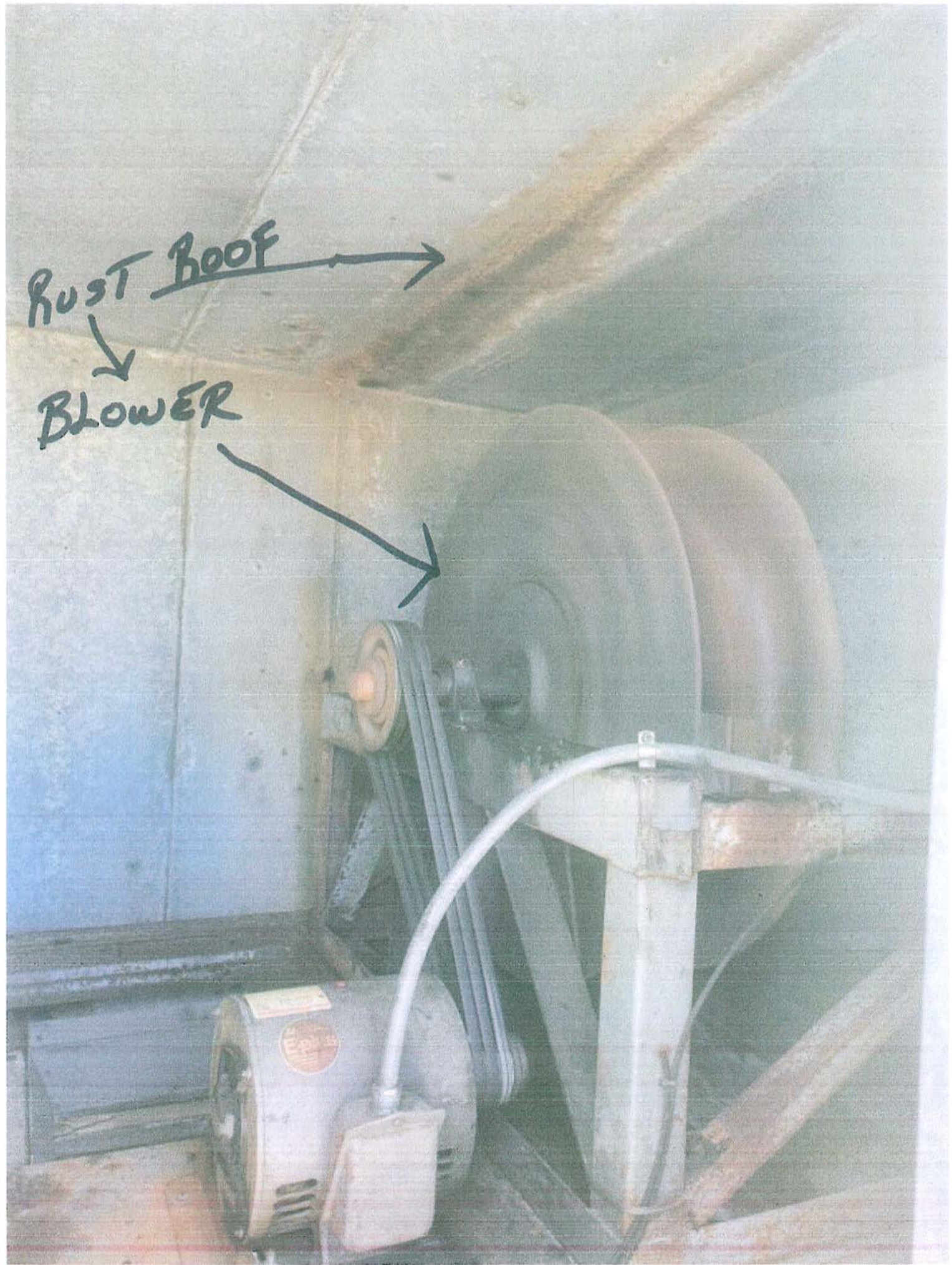


#1 EASTSIDE

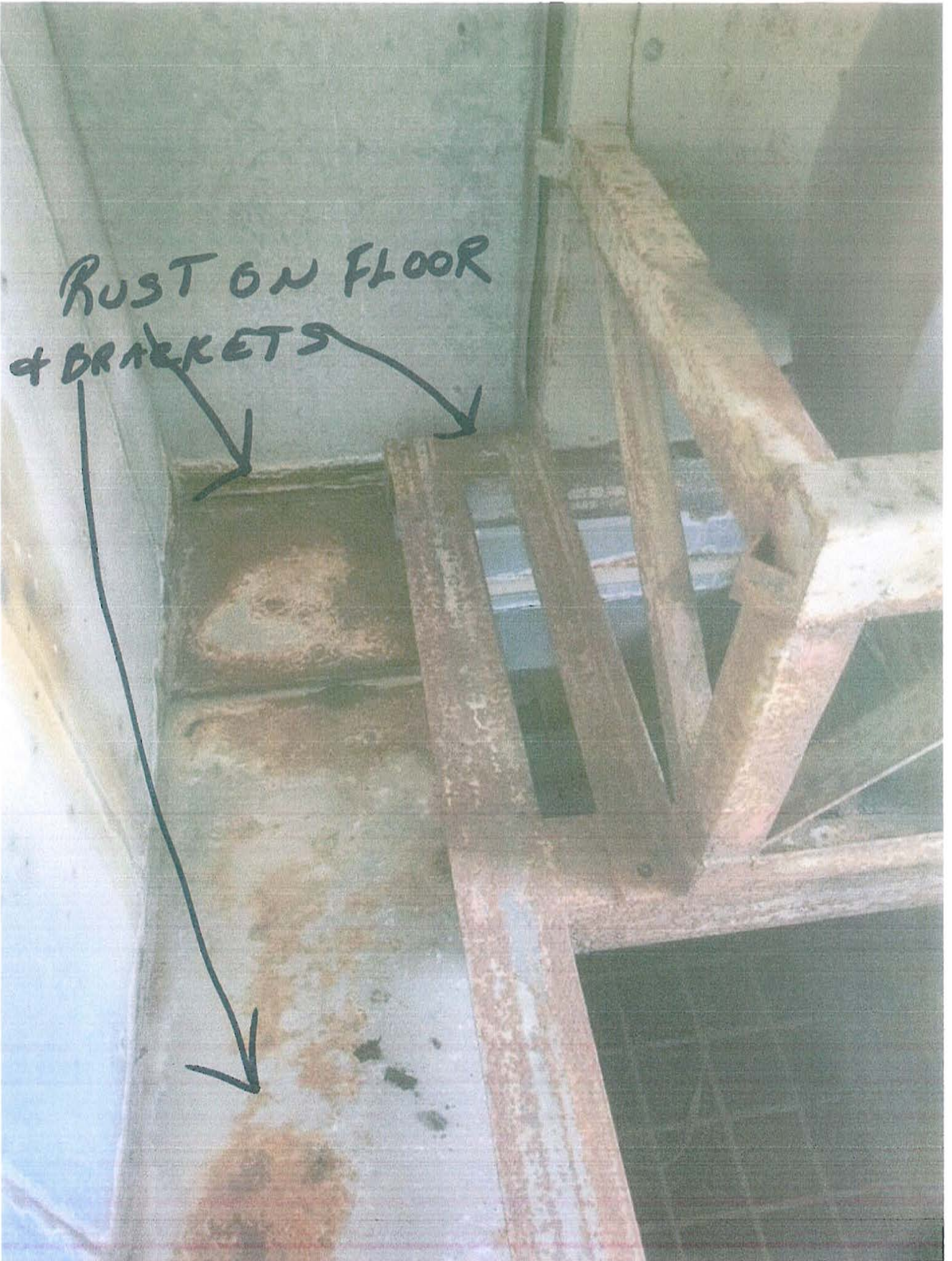
RUST WATER
LEAKS ON TO
ROOF

RUST ROOF

BLOWER



RUST ON FLOOR
& BRACKETS

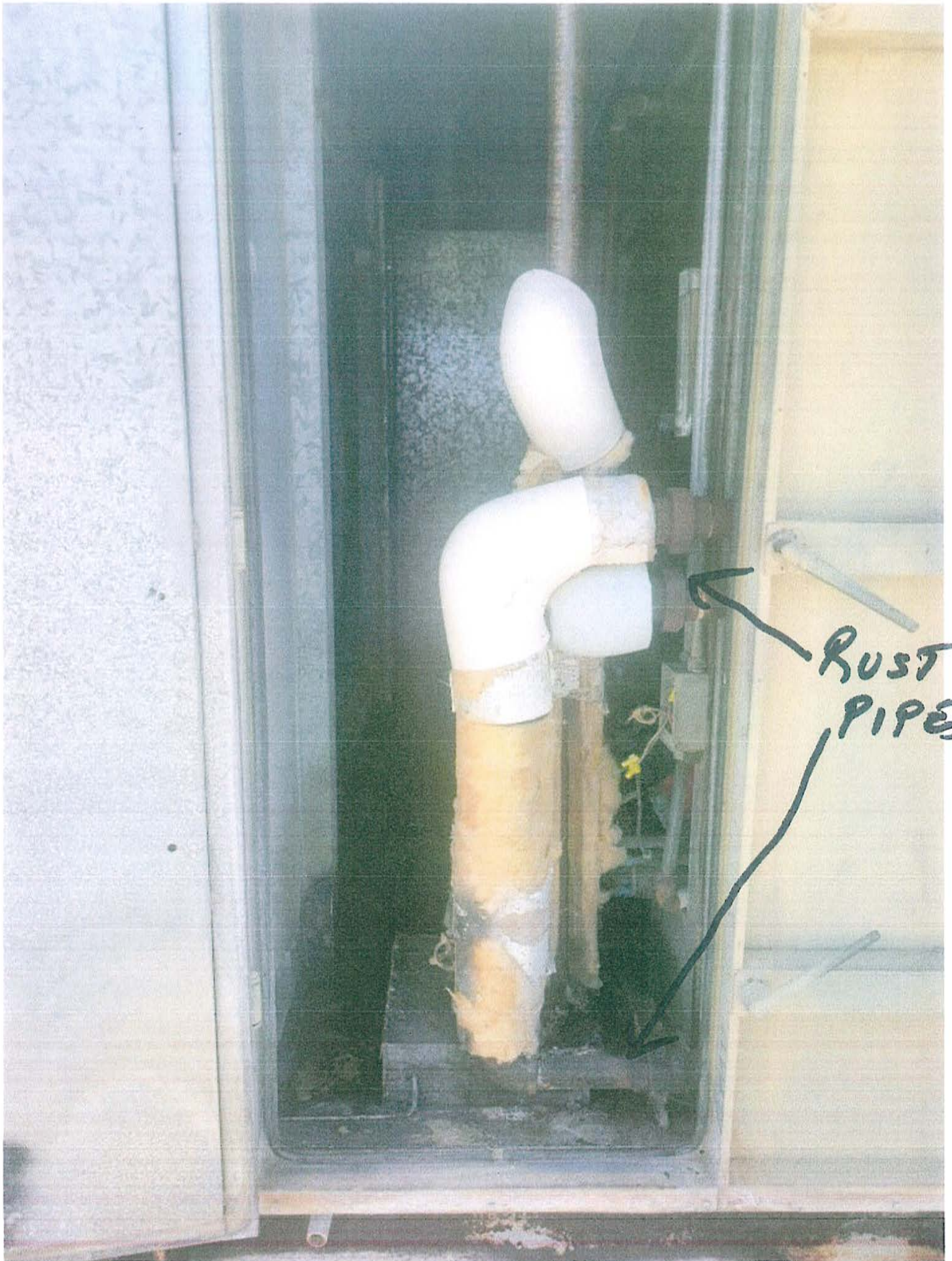


RUST ON FLOOR + BRACKET



RUST ON CONTROL
PANEL FALLING
APART

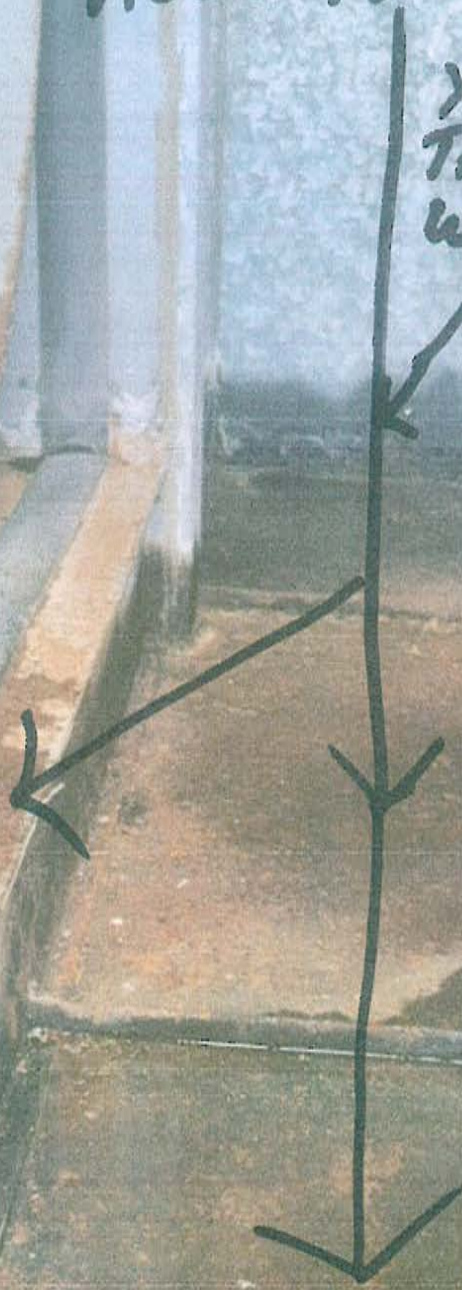




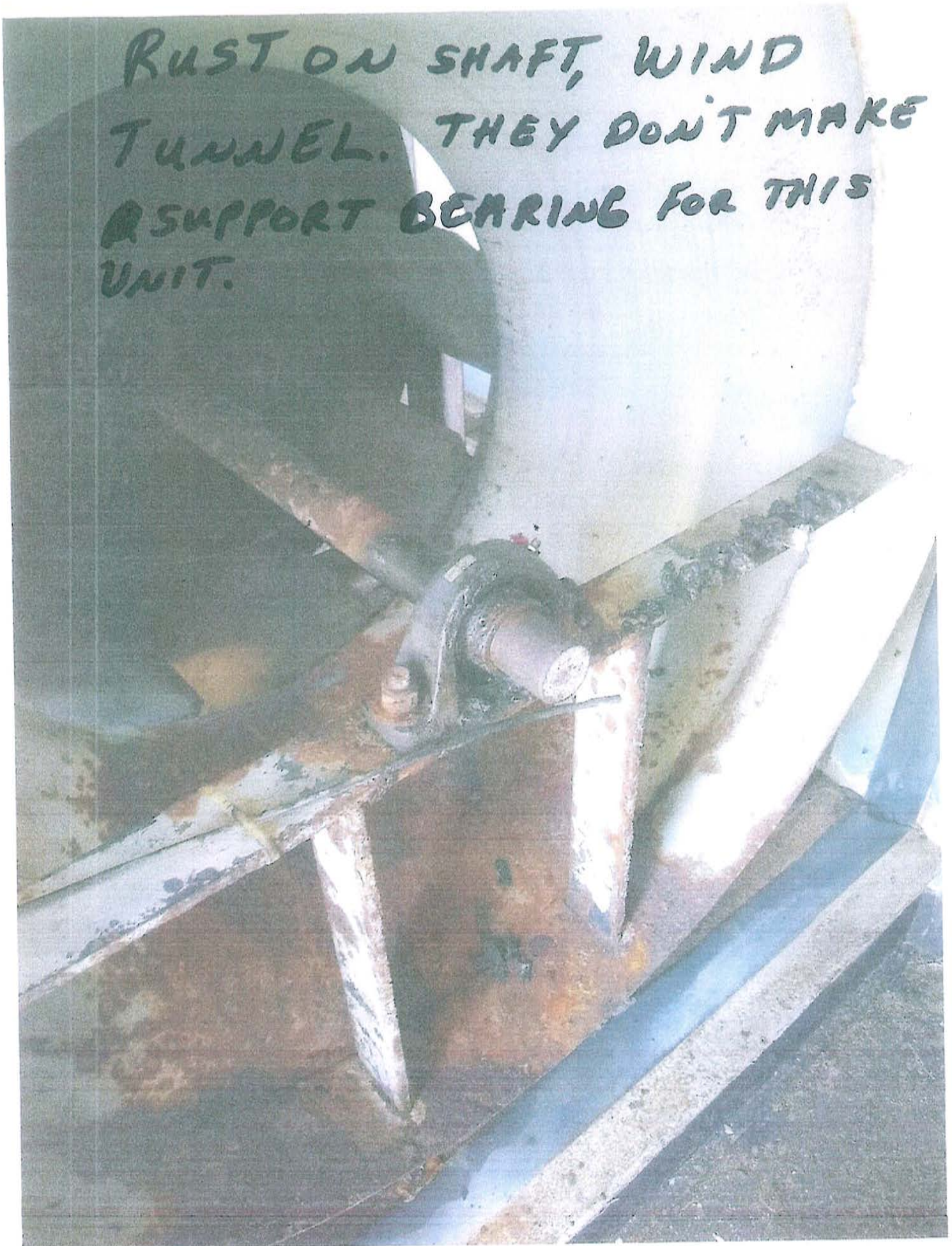
RUST
PIPE

RUST FLOOR

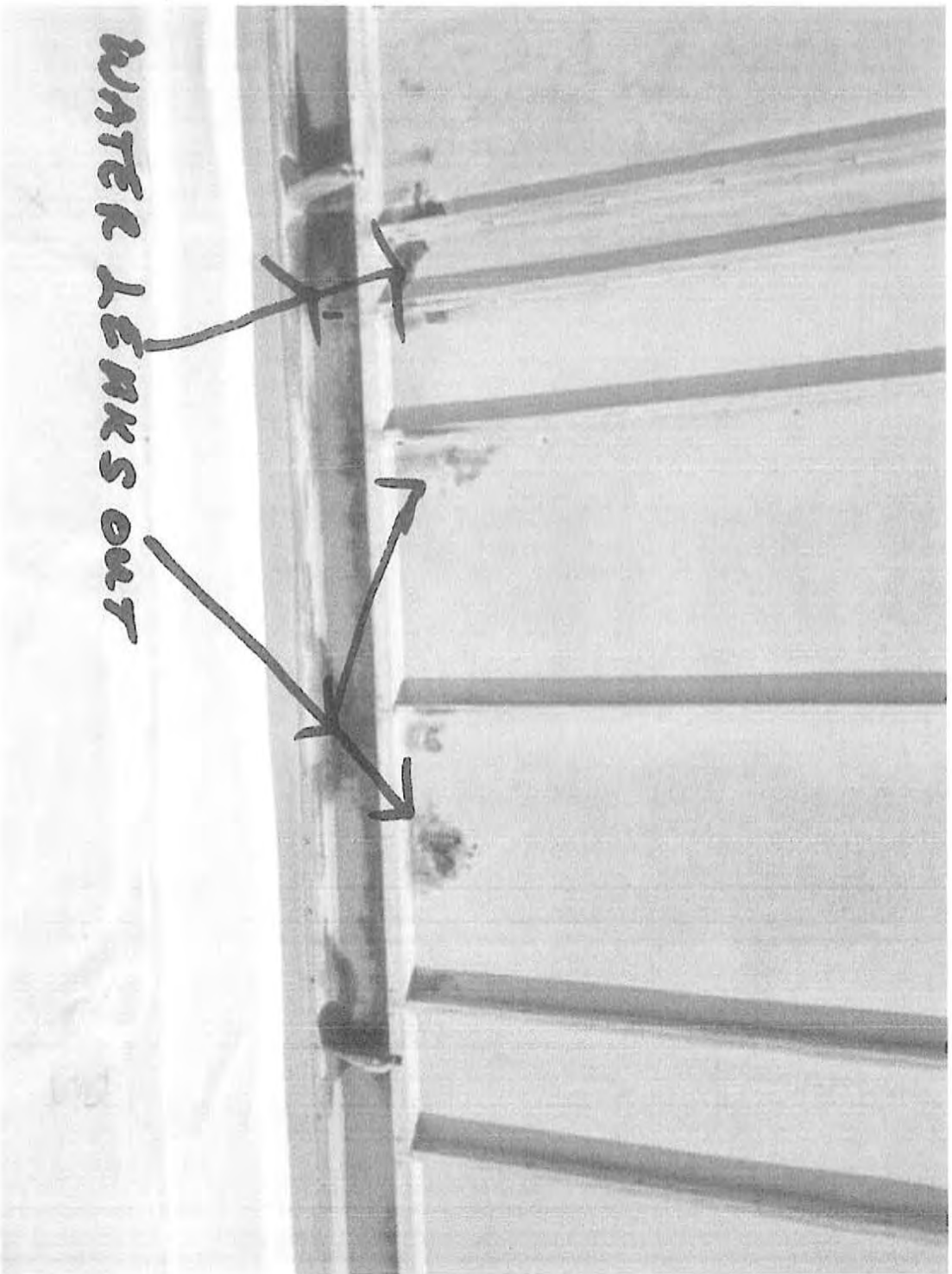
you CAN SEE
THROUGH THE
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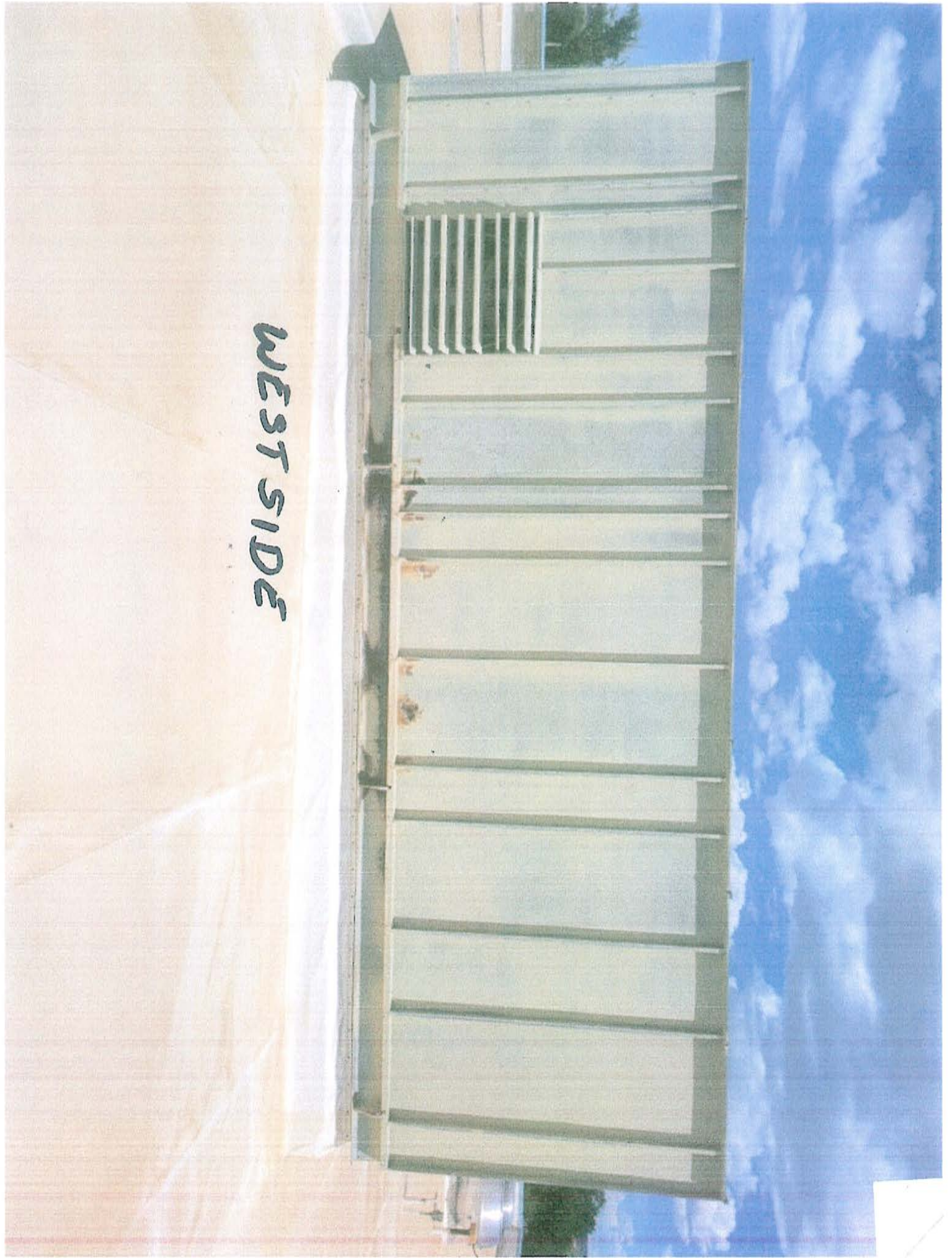


RUST ON SHAFT, WIND
TUNNEL. THEY DON'T MAKE
A SUPPORT BEARING FOR THIS
UNIT.



YOU CAN SEE THROUGH THE WALL
FROM RUST.





WEST SIDE

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office – Jail District

Date/Signature: _____

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

Discussion and possible approval to purchase and upgrade the jail's radio repeater system and two-way radios from White Mountain Communications for jail staff at a total cost of \$25,660.31. This is funded 50% by the Jail Enhancement and 50% from the Jail District Budget.

BOS Meeting Date Requested March 5, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature Wk Rk

Finance Review: _____

Signature [Handwritten Signature]

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

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

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

Engineering

Date/Signature 8/28/23 

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

Discussion and possible approval of a resolution to enter into an Intergovernmental Agreement between the Navajo Nation and Apache County for school bus route maintenance. Strip maps of each road included in this agreement are available for review in the County Managers office.

BOS Meeting Date Requested 9-05-2023

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: 

Finance Review: _____

Signature: 

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

**INTERGOVERNMENTAL AGREEMENT
TO PROVIDE ROAD MAINTENANCE ACTIVITIES ON EXISTING
SCHOOL BUS ROUTES WITHIN APACHE COUNTY**

This Agreement is entered into by and between the Navajo Division of Transportation through the President of the Navajo Nation, and Apache County, Arizona through the Apache County Board of Supervisors.

- I. PURPOSE (Required by A.R.S. § 11-952(B)(2))
 - A. The purpose of this Agreement is to enable agents, officers and employees of Apache County, a governmental subdivision of the State of Arizona, to enter on lands held in trust for the Navajo Nation by the United States Government and to provide, as funds are available, a minimum level of maintenance activities on existing unpaved roads within the Navajo Nation in Apache County, Arizona.
 - B. This Agreement is made to conform to A.R.S. §11-251(29), which empowers Apache County through its Board of Supervisors to enter into maintenance agreements for roads within Apache County which are located within the Navajo Nation and open to the public.

- II. DURATION (Required by A.R.S. §11-952(B)(1))

The duration of this Agreement shall be until December 31, 2032. Apache County may renew this Agreement for an additional two-year period by notifying the parties hereto in writing. This Agreement will be filed with the Recorder of Apache County pursuant to A.R.S. § 11-952(G).

- III. AUTHORITY OF PARTIES (Required by A.R.S. §11-952 (H))
 - A. The Nation is a sovereign entity and has the inherent power to plan and develop an integrated transportation network of highways, roads, waterways, airports, railroads, and pipelines.

- B. The Chairman of the Apache County Board of Supervisors is authorized to enter into this Agreement on behalf of Apache County pursuant to the Resolution of the Apache County Board of Supervisors attached hereto as Exhibit A.

IV. FINANCING (Required by A.R.S. §11-952(B)(3))

This Agreement shall be financed by appropriations from Highway User Fund (H.U.R.F.) monies as identified in the Apache County Road Budget for each appropriate County Fiscal Year coupled with any other funds received by the County for the purpose of maintaining the roads listed in this agreement.

V. SCOPE OF MAINTENANCE UNDER THIS AGREEMENT

- A. The Parties hereto agree that Apache County shall provide road maintenance on the existing school bus routes within the Navajo Nation.

- B. The Parties jointly acknowledge that the routes described and identified in Exhibit B are not roads included in the Bureau of Indian Affairs (BIA) Road System nor are they dedicated county roads and the Parties agree that this Agreement shall not extend to Bureau of Indian Affairs roads or to officially dedicated county roads subject to right of way under 25 U.S.C. §311.

- 1. The roads described in Exhibit B shall be maintained by Apache County on existing courses, through periodic leveling and blading and the extent of such leveling and blading shall be left to the sound discretion of the road foremen of the road departments of Apache County Supervisorial Districts I, II, and III, after review of the Apache County Roads Budget for each year this Agreement remains in effect.
- 2. It is understood that Apache County is to provide maintenance activities on existing roads and because of tribal and BIA rules and regulations concerning, but not limited to easements, archaeological clearances and environmental clearances, Apache County shall not undertake, nor be obligated to vary the existing courses or plan or design of these routes, nor to make any structural or design changes in these routes except by express written, and duly executed, modifications to this Agreement or pursuant to another properly executed independent intergovernmental agreement.

- C. The minimum degree of Apache County's maintenance agreed to by the Parties shall not exceed that which is necessary to keep such routes passable to public school buses during the school term, as that may be set by the governing board of the Arizona School District using each such route.
- D. The Navajo Nation covenants that reservation lands consisting of the routes described and identified in Exhibit B shall be open at all times to the public for the duration of this Agreement.
- E. The Navajo Nation agree that in the event that Apache County Engineering Department determines that patterns of use on any of the routes described and identified in Exhibit B have increase such as to substantially impair the safety of the routes at the level of maintenance set out in Section V(C) of this Agreement, the Board of Supervisors may suspend all further county obligation for maintaining such route (5) days after the Apache County Engineering Department personally serves written notice of this determination on the Navajo Division of Transportation Director.
- F. The Navajo Nation agrees that in the event Apache County Engineering Department determines that the use of any of the routes described and identified in Exhibit B for the purposes of transporting children to and from public schools has decreased to such an extent that maintenance of a route for that purpose is no longer warranted, or insufficiency of funds to allowed for continued maintenance, the Board of Supervisors may suspend all further County obligation for maintaining such route five (5) days after the Apache County Engineering Department personally serves written notice of this determination on the Navajo Division of Transportation Director.
- G. The Parties agree that in the event that the Apache County Engineering Department determines that additional routes need to be maintained in order to adequately transport children to and from public schools, such routes may be added to those described and identified in Exhibit B, upon written approval by the Apache County Board of Supervisors and the Navajo Division of Transportation.

H. The Parties agree that Apache County shall have the right, in its discretion, to post signs at any point on any or all of the routes described in Exhibit B to the effect that the route is maintained for school bus travel only and that all other travel at their own risk and that no greater speed than a certain identified speed is safe upon the route. Apache County may also post other signs that would be appropriate for posting if posted on county roads.

VI. TERMINATION (Required by A.R.S. §11-952(B)(4))

A. This Agreement is effective until December 31, 2032. However, Apache County may renew this agreement for an additional two (2) years by notifying the other party hereto in writing.

B. Notwithstanding Section VI.A above, this Agreement shall terminate:

1. Thirty (30) days after delivery of written notice by a party of that party's intent to terminate at will to the designated signatories for the other party, or to their designees or successors in office, or;
2. Ten (10) days after delivery of written notice by the terminating party to the other party, through their respective designated signatories or designees of successors in office, citing:
 - a.) a breach of any material covenant of this Agreement; or
 - b.) inadequacy of available funds to proceed further.

C. This Agreement shall be deemed partially terminated by the Parties for those specific routes that change jurisdictional status for the following:

1. Pursuant to the Apache County Board of Supervisors' decision under Section V (E) and (F) as to any route identified in Exhibit B;
2. As to any routes identified in Exhibit B which may become state or county roads under right-of-way grants issued pursuant to 25 U.S.C. §311.

D. In the event of termination of this Agreement:

1. Apache County shall retain all equipment and property purchased by it and all unspent funds otherwise appropriated for carrying out this Agreement.
2. The Navajo Nation shall be deemed to have revoked their grant for Apache County's right of access to reservation lands for purpose of road maintenance on the routes identified in Exhibit B.

VII. SOVEREIGN IMMUNITY

Nothing in this Agreement or attachments shall be construed as a waiver of sovereign immunity by the Navajo Nation or as consent to be sued, or as a submission to jurisdiction of any court.

VIII. SAVING CLAUSE

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by the law and equity.

IX. CHANGE OF APPLICABLE LAWS AND REGULATIONS

Any changes in the governing state laws, rules and regulations during the term of this Agreement shall apply. The Apache County shall notify the Navajo Nation in writing of any changes in the governing laws, rules and regulations affecting any terms and conditions of this Agreement which become effective during the term of this Agreement.

X. NOTICES

All notices under this Agreement shall be in writing, shall be delivered or served in person or by certified mail, return receipt requested and shall be directed to the persons and addresses as any party may designate to the others by notice.

Navajo Nation Division Director
16 Future Navajo Route 543
Gallup, NM 87301

Apache County Engineer
75 West Cleveland
PO Box 238
St. Johns, AZ 85936

XI. EXERCISE OF RIGHTS

Failure to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.

XII. AMENDMENTS

This Agreement may be amended, modified, or extended upon the written agreement of the Parties executed pursuant to the authority corresponding to that set forth in Sections III (A)-(B) of this Agreement.

XIII. PREDESSOR AND SECESSOR AGREEMENTS

The execution or termination of this Agreement shall not be considered a waiver by the Parties of any rights they may have for damages suffered through a breach of this or a prior agreement between the Parties. The Parties have no obligation to renew this Agreement.

XIV. INDEMNIFY AND HOLD HARMLESS

Each Party shall be liable for their own negligence pursuant to each party's laws governing their respective actions and conduct.

XV. ENTIRE AGREEMENT

This document, its appendices and attachments, including any approved amendments and modifications and any required supporting documents, constitutes the entire agreement between the Parties and supersedes all other understandings, oral or written.

XVI. CONFLICT OF INTEREST

The Parties hereby acknowledge notice of A.R.S. §38-511 which provides for political subdivisions of the State of Arizona to cancel contracts entered into or maintained in violation of this section of the Arizona Conflict of Interest Statutes.

IGA TO PROVIDE ROAD MAINTENANCE ACTIVITIES ON
EXISTING SCHOOL BUS ROUTES WITHIN APACHE COUNTY

FOR AND ON BEHALF OF THE APACHE
COUNTY BOARD OF SUPERVISORS:

FOR AND ON BEHALF OF THE NAVAJO
NATION:

Alton Joe Shepherd, CHAIRMAN
Apache County Board of Supervisors

Buu Nygren, PRESIDENT
Navajo Nation

In accordance with applicable laws, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in proper form and within the powers and authority granted to each respective public body.

DATE: _____

DATE: _____

MICHAEL WHITING
Apache County Attorney

Navajo Nation Attorney

Pursuant to appropriate action by ordinance, resolution or otherwise.

Exhibit A

**BOARD OF SUPERVISORS
OF APACHE COUNTY**



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

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

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

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

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

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

APACHE COUNTY RESOLUTION NO.2023-_____

Be it resolved by the Board of Supervisors of Apache County that it is in the best interest of the citizens of this county to enter into that certain Intergovernmental Agreement to provide road maintenance activities on existing school bus routes within Apache County with the Navajo Nation. Further, the Board of Supervisors resolves that such action is necessary and a benefit to the people residing in Apache County.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on September 5, 2023.

APACHE COUNTY BOARD OF SUPERVISORS

Alton Joe Shepherd
Chairman of the Board

ATTEST:

Ryan N. Patterson
Clerk of the Board

I Ryan Patterson, Clerk of the Board of Supervisors, do hereby certify that the above is a true and correct copy of a Resolution adopted and contained in a paragraph of the minutes of a meeting of the Apache County Board of Supervisors held September 5, 2023.

IN WITNESS WHEREOF, I have affixed the official seal of Apache County at St. Johns, the County Seat, this 5th day of September 2023.

Ryan N. Patterson
Clerk of the Board

APPROVED AS TO FORM:

Michael Whiting
County Attorney

Exhibit B

APACHE COUNTY IGA ROAD INVENTORY 2022

DISTRICT 1 ROADS

C102	2.22	C479	3.57	C524	0.50	C576	0.89	C643	0.46
C105	0.87	C480	2.30	C525	4.49	C577	1.73	C644	0.38
C106	0.58	C481	4.19	C534	4.16	C578	0.78	C646	0.58
C108	0.40	C482	8.42	C535	1.27	C579	3.91	C647	0.79
C109	1.38	C483	1.53	C536	1.32	C580	1.57	C648	1.38
C110	1.50	C484	5.55	C537	0.93	C582	1.37	C649	0.37
C113	3.34	C485	5.29	C539	1.00	C584	0.76	C651	0.32
C114	1.02	C486	11.27	C540	1.22	C585	1.32	C654	0.30
C126	2.07	C487	5.39	C541	3.00	C589	1.48	C655	1.85
C128	1.74	C488	0.37	C542	1.19	C590	2.91	C656	0.61
C131	0.73	C489	4.22	C544	5.82	C591	0.59	C658	1.27
C133	1.06	C490	2.40	C545	1.57	C592	0.65	C661	1.08
C270	4.49	C491	4.80	C546	1.18	C593	1.08	C662	2.00
C277	0.50	C492	5.20	C547	0.94	C594	2.50	C664	0.88
C319	0.61	C493	3.74	C548	2.98	C595	2.95	C665	1.13
C320	9.88	C494	0.91	C549	1.91	C596	0.88	C666	0.36
C321	4.99	C496	1.19	C550	2.75	C597	0.45	C667	1.36
C437	3.19	C497	0.56	C551	1.26	C600	0.99	C668	1.30
C438	2.48	C498	4.76	C552	2.76	C601	0.77	C669	1.63
C441	2.34	C500	1.83	C553	0.77	C620	3.44	C670	1.90
C442	1.90	C501	4.67	C554	6.43	C621	0.50	C672	0.28
C443	2.75	C502	5.57	C555	1.23	C622	1.13	C675	1.27
C444	1.26	C503	13.48	C556	0.88	C623	0.38	C700	3.55
C460	2.45	C504	3.38	C558	1.97	C624	0.77	C702	0.45
C461	10.68	C505	10.11	C559	1.53	C626	1.46	C703	0.47
C462	2.65	C506	2.80	C560	2.28	C627	0.25	C704	0.98
C463	1.32	C509	6.23	C561	2.65	C628	0.77	C705	0.82
C464	0.78	C511	4.09	C562	2.06	C629	0.95	C708	0.73
C465	1.52	C512	2.60	C563	0.87	C630	0.68	C709	0.72
C466	4.00	C513	0.56	C564	3.60	C631	0.40	C710	0.57
C467	0.51	C514	0.51	C565	3.48	C632	0.38	C711	0.78
C468	3.43	C515	3.70	C566	5.50	C634	0.47	TOTAL	403.56
C470	1.79	C516	1.11	C567	4.27	C635	0.08		
C471	1.27	C517	1.12	C568	1.69	C636	0.52		
C472	0.97	C519	2.47	C569	1.12	C637	0.89		
C475	1.18	C520	2.86	C570	1.22	C639	2.07		
C476	1.45	C521	1.38	C571	2.81	C638	1.12		
C477	4.92	C522	0.97	C572	2.27	C640	3.10		
C478	1.47	C523	0.53	C573	1.48	C641	0.37		

APACHE COUNTY IGA ROAD INVENTORY 2022

DISTRICT 2 ROADS

C112	1.20	C314	2.94	C433	1.52
C115	0.70	C315	0.26	C434	1.87
C271	0.65	C316	3.34	C435	2.49
C273	0.95	C317	1.66	C436	2.82
C275	0.82	C318	2.02	C438	3.70
C276	1.25	C322	9.55	C439	5.85
C278	1.28	C323	4.12	C440	1.99
C279 North	1.06	C324	4.10	C445	14.67
C279 South	1.01	C325	0.53	C446	0.21
C280	4.00	C326	1.24	C447	4.04
C281	4.23	C327	4.39	C449	3.74
C284	1.70	C328	1.06	C450	6.80
C285	6.55	C329	1.06	C451	1.17
C286	12.89	C352	9.62	C452	0.30
C287	5.56	C402	2.28	C453	6.64
C288	4.39	C407	3.01	C454 EXT	0.55
C289	7.73	C408	1.73	C454	2.19
C290 East	9.65	C409	8.60	C455	4.30
C290 North	9.47	C410	2.87	C456	0.91
C291	0.88	C411	5.85	C457	1.05
C292	0.17	C412	1.37	C458	2.69
C293	0.63	C413	3.98	C459	0.37
C294 EXT	0.76	C414	7.30	C603	1.36
C294	1.06	C415	1.08	C604	1.04
C295	1.18	C416	4.74	C605	0.60
C296	0.49	C417	4.50	C606	2.35
C297	0.43	C418	1.95	C608	1.68
C300	1.30	C419	3.07	C609	0.42
C301	3.90	C420	1.23	C612	0.28
C302	1.71	C421	2.50	C613	0.57
C303	1.61	C422	5.91	C614	0.61
C304	0.49	C423	3.76	C615	0.46
C305	5.38	C424	2.58	C616	9.14
C306	4.15	C425	3.34	C617	1.19
C307	0.88	C426	3.37	C7500	0.25
C308	1.33	C427	8.14	C7501	0.82
C309	5.48	C428	2.31	C7502	0.11
C310	0.59	C429	7.96	C7503	0.64
C311	1.03	C430	4.12	C7504	0.26
C312	2.20	C431	4.98	C7250	3.90
C313	1.08	C432	9.63	TOTAL	365.42

APACHE COUNTY IGA ROAD INVENTORY 2022

DISTRICT 3 ROADS	
C298	3.75
C299	1.71
C400	0.84
C402	10.18
C403	14.43
C404	1.51
C405	4.18
C610	0.25
C611	0.62
TOTAL	37.47

DISTRICT 1	403.56
DISTRICT 2	365.42
DISTRICT 3	37.47
APACHE COUNTY TOTAL	806.45

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Probation Services

Date/Signature:  8/21/23

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

The juvenile division is requesting a new position be created. The position will be Legacy Teen Centers Program Coordinator & Intake Supervisor, pay grade 63, with a minimum starting salary of \$69,895. This position will be paid entirely out of state funds and juvenile jail tax district. There will be no impact to county general funds.

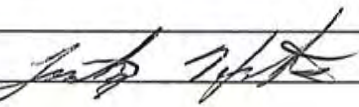
BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

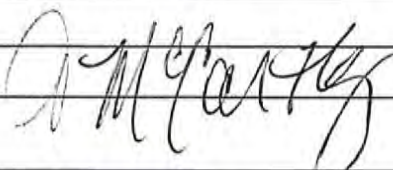
Legal Review: _____

Signature _____

Finance Review: _____

Signature 

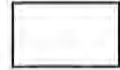
Human Resources Review: _____

Signature 

Other Review: _____

Signature _____

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



**LEGACY TEEN CENTERS
PROGRAM COORDINATOR
& INTAKE SUPERVISOR
Probation Services**

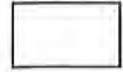
Effective Date: August 21, 2023
Range: XX
Annual Salary: \$xx,xxx - \$xx,xxx

NATURE OF WORK:

Under minimal supervision, coordinates activities and functions of designated programs for the Legacy Teen Centers and Legacy Teen Programs, ensuring that goals and objectives specified for each program are accomplished and maintained in accordance with established priorities, time limitations, funding limitations or other specifications. Oversees, manages and performs a variety of tasks associated with the day-to-day operations, facility maintenance, recruitment, training and evaluation of volunteers. This position will require prosocial and proactive engagement with youth of high school age. Performs administrative and professional work of moderate difficulty in the development, organizing and support of program operations. Expected to perform community outreach efforts with key stakeholders in the community, county, cities, towns, high schools, middle schools, non-profits, and the Arizona Supreme Court Office of Administrative Services. Expected to create active youth programs, effectively promote those programs throughout the community, and work with grant writers to secure funding for those programs.

TYPICAL DUTIES:

- Develops and recommends new or revised program goals and objectives.
- Manage and supervise intake of distressed juveniles into either the respite area or secure juvenile holding area.
- Maintain existing and develop new partnerships as necessary for the sustainability of Legacy Teen Center programs, activities and events.
- Build relationships with volunteers and independent contractors to effectively execute planned programs and events.
- Prepare or assists in preparation of proposal for funding and/or funding continuation from outside sponsors.
- Coordinates activities of program(s) with inter-related activities of other programs, departments or staff to ensure optimum efficiency and compliance with appropriate policies, procedures and specifications.
- Participate in general organizational activities and events.
- Confers with and advises staff, students and others to provide technical advice, problem solving assistance, answers to questions and program goals and policy interpretations; refers to appropriate department person when unable to respond.



- Prepares periodic reports, financial statements and records on program activities, progress, status or other special reports for management or outside agencies.
- Develops, compiles and writes communications and promotional literature for distribution such as newsletters, brochures or flyers; coordinates process from development through printing and distribution.
- Develops and facilitates workshops, meetings, or conferences; coordinates logistics, scheduling and participant communications.
- Interacts and maintains liaison with students, faculty, staff and outside/community agencies in facilitating program objectives.
- Other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Working knowledge of:

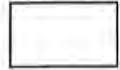
- Knowledge of principles of strategic and program planning.
- Ability to identify and maintain strategic plans, including long and short range goals and objectives.
- Grant preparation, data collection, and financial reporting.

Ability to:

- Promote community awareness of the program through outreach efforts, including speaking engagements, social media, development of brochures, media releases and representing the program at community events.
- Work rotating shifts, including evenings and/or weekends as required.
- Make decisions and solve problems of the day-to-day facility operations
- Establish and maintain working relationships with employees, community organizations, and other agencies.
- Communicate effectively verbally and in writing.
- Handle confidential and sensitive information with tact and discretion.
- Prepare clear, accurate, comprehensive reports and maintain complex records.
- Must be detail oriented and possess strong interpersonal skills

MINIMUM QUALIFICATIONS:

This position requires a minimum of 4 year college/university degree and 4 years administrative/coordinator program experience; or, any equivalent combination of experience and/or education from which comparable knowledge, skills, and abilities have been achieved. Must possess and maintain a valid Arizona driver's license. Successfully complete a background investigation, to include no felony convictions. Shall be required to successfully complete



psychological or other examinations or tests to include drug testing, finger printing and physical or stress test prior to and/or during employment.

Additional Requirements:

- Employees are required to obtain certification in CPR, First Aid, Van Safety and Handle with Care, within the first six (6) months of employment.
- Employees are required to maintain all certifications as stated above.

Disclaimer:

The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required to employees assigned to this job. Employee will be expected to perform other duties as assigned by the Presiding Arizona Superior Court Judge in Apache County.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

09/05/2015

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

IT Department

Date/Signature: *[Signature]* 8/10/23

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 renew the existing phone system maintenance contract with Continuant for a period of one year.

BOS Meeting Date Requested: 09/05/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature *[Signature]*

Finance Review: _____

Signature *[Signature]*

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Beth Bond

From: Steve Kizer <skizer@apachecountyaz.gov>
Sent: Thursday, August 10, 2023 11:31 AM
To: Beth Bond
Subject: IT Agenda Items for the September 5th Meeting

Hey Beth,

I forgot to include a rationale for each agenda item. If you want this in a separate document, please let me know.

- AOC Network Connection Agreement: In this agreement, the IT Department and AOC are formally agreeing to let each other know of a cyber-security attack or breach within 3 hours. The agreement has been in place for some time but the latest version addresses liability and confidentiality which is why it is being brought before the Board. As far as the notification we are agreeing to, this is simply best practice in a cyber-security incident as our 2 networks are connected to each other.
- Renewal of Maintenance Contract with Continuant: As we transition to our new phone system, we are still reliant on the old one. This contract will provide insurance that if the old phone system were to fail, the vendor would fix or replace it. It's been in place for the past few years but if we complete the transition to the new system prior to the ending of the contract, we can cancel it and avoid the fees that are still remaining for its term.
- MOU with the AZ National Guard: This MOU will allow the AZ National Guard Cyber Security division to provide assistance to Apache County, free of charge. There are 2 services they are willing to provide. First, they will help is in the case of an attack or breach. Second, they will perform a vulnerability assessment on our network and overall infrastructure. I see no good reason for us to not take advantage of their offerings.

Please let me know if you have any questions.

Thanks

This email has been scanned by Inbound Shield.



Continuant
Confidently Connected

2023 Renewal PROPOSAL

Created by:

Jessica

Guse

jessica.guse@continuant.com

Prepared for:

Steve

Kizer

County of Apache (AZ)



Microsoft

2x Global Partner of the Year

2023 Converged Communications 2020 Calling & Meetings

Your Investment

Package
Avaya Base Plan
Optional Add-on Services
24/7 Onsite Incident Management
Onsite Critical Spares Management

Total Monthly Charges \$1,344.88

Applicable Taxes are not included.

I have read and approve the attached Locations & Equipment page.

Location & Covered Equipment

Location Name	Equipment & Services	Paid Monthly
Apache County Court House <ul style="list-style-type: none"> • DOC: 10/01/2023 	Avaya Prologis - 134 user(s) <ul style="list-style-type: none"> • MAP - Avaya PBX Base Plan • MAP - 24/7 Onsite Incident Management • MAP - Onsite Critical Spares Management Avaya Audix - 23 user(s) <ul style="list-style-type: none"> • MAP - Avaya VM Base Plan • 24/7 Onsite Incident Management 	\$ 563.15
County Annex Building <ul style="list-style-type: none"> • DOC: 10/01/2023 	Avaya Definity - 136 user(s) <ul style="list-style-type: none"> • MAP - Avaya PBX Base Plan • MAP - 24/7 Onsite Incident Management • MAP - Onsite Critical Spares Management Avaya Audix - 253 user(s) <ul style="list-style-type: none"> • MAP - Avaya VM Base Plan • 24/7 Onsite Incident Management 	\$ 781.74

Scope of Work

Maintenance Advantage Plan

The purpose of this Scope of Work is to document the scope of tasks Continuant shall undertake and responsibilities that Continuant shall assume as part of its obligation to provide Maintenance and Support to the Customer and to document the allocation of responsibilities between the Parties regarding certain operational processes.

Definitions

- Authorized User - An Authorized User is an individual whom the Customer's organization has authorized to request work, perform changes, and approve maintenance windows.
- Covered Equipment - Equipment, hardware, components and software to be maintained by Continuant is defined as Covered Equipment. All Covered Equipment items must be listed in the contract between Continuant and the Customer to be covered under the Maintenance Advantage Plan.
- Customer Requirements Document (CRD) - This is a document used by the Continuant Project Management Office (PMO) to document information about Covered Equipment, Customer contacts, and other important information required by Continuant to deliver services effectively.
- Service Operation - The phase of the contract term where all the Service Transition activities are complete. Service Operation commences upon agreement between Continuant and the Customer, once the Service Transition phase is complete.
- Service Transition - The phase of the contract term, just after contract signatures, where setup activities begin. Setup activities may include identifying Customer stakeholders, establishing remote access, documenting credentials, and activating event management.
- Standard Business Days and Hours - Business days are Monday through Friday, excluding Continuant-observed holidays. Business hours are 8:00am - 5:00pm local time.

Package Services

Service Desk

The Continuant Service Desk will be the primary communication point for services. The Customer will have several ways of interacting with the Service Desk, which will be identified during Service Transition.

Service Desk activities include the following:

- Perform initial analysis, troubleshooting, and diagnostics.
- Provide proactive communication of service delivery.
- Manage escalations to ensure timely and high-quality resolution.

- Management of the online service portal, available to Customers at: <https://continuant.service-now.com/sp>.

Technical Assistance Center (TAC)

Continuant makes technical support available to Customers via our team of engineers with Original Equipment Manufacturer (OEM) certifications. The TAC is designed to provide guidance to the Customer regarding general questions about their Covered Equipment.

- Does not require Continuant to perform changes or programming.
- Does not require onsite technical resources.
- Does not require a scheduled maintenance window.
- Does not require discovery.
- Can be completed in 15 minutes or less.

Continuant TAC will stop at 15 minutes. Any work which exceeds 15 minutes will be billed at Time & Material rates. Continuant will advise the Customer of the rates and obtain Customer approval before providing any further support.

Incident Management

Incident Management ensures that normal Service Operation is restored as quickly as possible, and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout the system's lifecycle.

Remote Incident Management

Remote Incident Management is provided 24/7 and ensures that normal Service Operation is managed through remote connectivity. This service requires the Customer to provide Continuant with remote access and login credentials to the Covered Equipment. Activities may include:

- Resolution of service disruptions and performance degradations on Covered Equipment.
- Remote diagnostics, troubleshooting, and remote support for onsite personnel.
- Management of Incident escalations to ensure timely and high-quality resolution of all cases.
- Remote labor to repair or replace Covered Equipment, including the subsequent testing to confirm the correct operation of the device and its operational interface with associated equipment, communication facilities and services.
- Closure of Incidents after receiving confirmation from the affected Authorized User that the Incident has been resolved.
- Retention of overall responsibility and ownership of all Incidents until the Incident is closed, subject to Customer approval.

Continuant may implement a firmware update or security patch to resolve an Incident. If firmware or security patches are not made publicly available by an Original Equipment Manufacturer (OEM), the Customer is

responsible for providing Continuant with a support contract or other form for Continuant to gain access to the firmware or patch.

8/5 Onsite Incident Management

Onsite Incident Management ensures that normal Service Operation is restored as quickly as possible through the dispatch of local technicians. The dispatched technicians provide diagnostics, troubleshooting and/or parts replacement (parts are not included unless they are covered under Hardware Replacement Services). Onsite Incident Management is provided Monday through Friday during Standard Business Hours (local time at the affected location) for all sites with Covered Equipment. The Customer is responsible for providing access to the site.

Incident Prioritization

Continuant classifies and prioritizes Incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

Impact Definitions

An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident). Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to the degradation of a service. The four Impact levels are:

1. **Widespread** – The entire inventory of Covered Equipment is affected (more than three quarters of individuals, sites or devices).
2. **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices).
3. **Localized** – A small number of sites, rooms, and/or users are affected (between one-quarter and one-half of individuals, sites or devices).
4. **Individualized** – A single user is affected (less than one-quarter of individuals, sites or devices).

Urgency Definitions

Urgency defines the criticality of the Incident to the Customer's business. Continuant will work with the Customer to understand and set the proper Urgency level. The four Urgency levels are:

1. **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to the Customer's business or organization.
2. **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to the Customer's business.
3. **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to the Customer's business.
4. **Low** – Non-critical business function is degraded. There is little or no financial impact.

Continuant Incident Management Priorities Matrix

	Widespread	Large	Localized	Individualized
Critical	P1	P1	P2	P2
High	P1	P2	P2	P3
Medium	P2	P3	P3	P3
Low	P4	P4	P4	P4

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the Customer upon validation of the issue remediation and the system's returning to operational stability.

Event Management

Continuant will provide 24x7 Event Management that includes system monitoring and management of events for Covered Equipment, where applicable and possible. Continuant's Network Operations Center (NOC) will manage the Event Management services provided to the Customer. The Continuant NOC will identify critical components in the Customers' environment and define key event thresholds for the specific system components. Event Management requires the Customer to provide remote access and alerting capabilities to Continuant. This may include the Customer allowing the installation of Continuant software and/or servers. Continuant will provide structured levels of notifications to the Customer for significant events detected in the Customers' environment. Continuant Event Management will trigger Incident Management, where applicable.

Hardware Replacement

Continuant will provide Hardware Replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where the covered application resides. Telephone sets, Uninterruptible Power Systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier, or PSTN services, are not included in this agreement unless specifically noted.

Change Control

Continuant will manage the control of change activities of the Covered Equipment. The primary goal of this process is to ensure that all potential risks of performing changes are documented and communicated. Continuant's Change Control responsibilities may consist of the following activities:

- Raise and record change.
- Assess the impact, benefit, and risk of proposed changes.
- Confirm business justification and obtain approval.

The three types of Changes are:

Standard – Standard Changes are defined as well-known, repeatable and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the Customer to be implemented per terms agreed upon with the Customer. If the Service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency Change should be considered. A list of Standard Change templates may be provided upon request.

Normal – Normal Changes are defined as medium/high risk to business services and therefore must follow the normal change management process. The urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given Customer business justification of an impending business impact.

Emergency – Emergency Changes are defined as high risk to the business and require implementation without proceeding through the normal Change Management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures where applicable to reduce the associated risk. These changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

	Widespread	Large	Localized	Individualized
Critical	P1	P1	P2	P2
High	P1	P2	P2	P3
Medium	P2	P3	P3	P3
Low	P4	P4	P4	P4

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the Customer upon validation of the issue remediation and the system's returning to operational stability.

Service Level Management

Continuant's Service Level Management (SLM) tracks the performance of managing Incidents and Service Requests with Service Level Objectives (SLO). SLOs apply to work performed on Covered Equipment that is managed exclusively by Continuant. Continuant will adhere to the SLOs during Service Operation. SLOs do not apply during Service Transition.

The following metrics are tracked as SLOs:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Fulfill (TTF)

Time to Notify (TTN)

Continuant will respond to Incidents and Service Requests raised through the management platform by electronically notifying a specified Customer contact(s) within the TTN timeframe.

Case(s)	Time To Notify	SLO Target
All incidents and service requests.	15 minutes from case opened date/time.	99%

Time to Restore (TTR)

TTR is applicable only to Incident Cases. TTR refers to the time elapsed between the failure which caused the Incident and when Continuant restores the Covered Equipment to an acceptable operational state.

Incident Level	Time to Restore	SLA Target
P1 Incidents	4 Hours	95%
P2 Incidents	12 Hours	95%
P3 Incidents	72 Hours	95%
P4 Incidents	120 Hours	95%

Time to Fulfill (TTF)

TTF is only applicable to Service Request cases. Continuant has organized Service Requests into categories, based on the level of complexity and the amount of time required to complete the request. The chart below provides a breakdown of the Continuant SLOs for completing Service Requests within each category:

Service Request Category	Time to Fulfill*	SLO Target
Remote Simple	2 Business Days	95%
Remote Simple - Expedited	8 Hours	95%
Remote Complex	5 Business Days**	95%
On-Site Simple	3 Business Days	95%
On-Site Complex	5 Business Days**	95%
Project	No SLA, scheduled	No SLA

*From receipt of fully qualified and scheduled Change Request.

**SLO time commences upon Continuant receiving signed quote from Customer. Business days are Monday through Friday, excluding Continuant-observed holidays.

SLO measurements exclude the following:

- Delays caused by the Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes Service Levels to fall outside of measured SLOs defined obligations.
- Hardware Replacement delivery to the Customer's location, either from a Manufacturer Maintenance Agreement or Hardware Replacement services from Continuant.
- Delays or faults caused by third-party equipment, services or vendors in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Covered Equipment due to software defects or bugs.

Customer Responsibilities

For Continuant to effectively deliver services, the Customer must provide information and/or access to Covered Equipment and sites for Continuant.

Customer Requirements Document

Continuant will send a Customer Requirements Document (CRD) to the Customer, which provides key information for Service Delivery. The Customer is responsible for filling out the CRD, which will include:

- Customer representative contact name.
- Authorized contacts to request support services.
- Location of the site(s) to be managed.
- Network connectivity detail and topology.
- Covered Equipment information:
 - Location and naming scheme.
 - As-built documentation and/or bill of materials.
 - Managed IP addresses and system details.
 - Simple Network Management Protocol (SNMP) community strings.
 - Telnet and password access.
 - Definition of Customer-specific support policies.
 - Maintenance contract or software support contract information.
- Letter of Authorizations for third-party vendors.

Continuant Remote Access and Event Management

The Continuant Access and Monitoring Platform will allow remote access and monitoring for all Covered Equipment supported by CMS (Continuant Managed Services). The access and monitoring platform includes a suite of management applications, consisting of software and hardware required for the delivery of services. Continuant requires the Customer to help facilitate the installation and management of the access and monitoring platform. The Access and Monitoring Platform is deployed on the Customer's network, in a single configuration instance or multiple instance configurations depending on the number, type, and location of the Covered Equipment. Any delay in establishing remote access or the deployment of the management applications may inhibit the ability for Continuant to deliver services.

The Access and Monitoring Platform is installed during Service Transition for the duration of the contract term. During the contract term, the Customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the supplied access and monitoring platform. Installation of the remote Access and Monitoring Platform may require the following from the Customer:

- Network connectivity established per Continuant-supplied guidelines.
- Communications facilities and services, including internet and network configuration. These communication facilities and services must be maintained for the duration of the contract term.
- A resource person to support the installation activities of the hardware and software, which may include:
 - Racking
 - Connection to the network
 - Power connection to continuous uninterrupted power, suitable commercial power, and an Uninterruptible Power System (UPS) or other acceptable power back-up facilities.

The Customer will use reasonable efforts to provide and maintain the Access and Monitoring Platform in good working order. The Customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any hardware or software in the platform. Should this occur as a result of the Customer's actions without first receiving written consent from Continuant, the Customer will be responsible for reimbursing Continuant for the cost to repair any damage caused to the platform. Under no circumstance will Continuant be held liable to the Customer or any other parties for the interruption of services, missed SLOs, or for any other loss, cost, or damage that results from the improper use or maintenance of the platform.

Unless otherwise agreed upon, title to all Monitoring Platforms shall remain in the possession of Continuant. The Customer must return all associated materials (hardware, software and documentation) to Continuant immediately upon expiration or termination of the contract term. Continuant expects that, at the time of removal, the platform shall be in the same condition as when installed, except what normal wear and tear is expected. The Customer shall reimburse Continuant for the depreciated costs of any platform equipment, whereby the condition of which is deemed beyond normal wear and tear.

Optional Add-On Services

24/7 Onsite Incident Management

Continuant will provide 24/7 Onsite Support that ensures normal Service Operation is restored as quickly as possible and the business impact is minimized through the dispatch of local technicians. Activities may include 24/7 dispatch of local technicians for diagnostics, troubleshooting, and/or parts replacement (parts not included, unless they are covered under Hardware Replacement Services). The Customer is responsible for providing access to the site.

Onsite Critical Spares

Continuant will place Critical Spare Parts in a kit at a site with Covered Equipment. Continuant will only place core components of the Covered Equipment. The Customer may request additional parts be included in the kit, which may require an additional fee. These Critical Spare Part kits remain the sole and exclusive property of Continuant.

Let's Get Started

MSA Number: 08072018-KD

Contract Term (Months): 12

Proposal Number: 14112763949

Renewal Date: 10-01-2023

Billing Contact

Full Name:

Phone Number:

Email:

Signer Info

Full Name:

Title:

Entity:

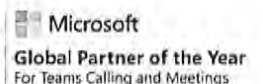
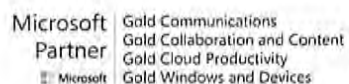
Customer

Signature: _____

Date: _____



This proposal will expire in 30 days.



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

IT Department _____

Date/Signature: *[Signature]* 8/10/23 _____

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

Discussion and possible approval of a Memorandum of Understanding between Apache County and the State of Arizona Department of Emergency and Military Affairs-Arizona National Guard.

BOS Meeting Date Requested: 09/05/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature *[Signature]* _____

Finance Review: _____

Signature *[Signature]* _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Beth Bond

From: Steve Kizer <skizer@apachecountyaz.gov>
Sent: Thursday, August 10, 2023 11:31 AM
To: Beth Bond
Subject: IT Agenda Items for the September 5th Meeting

Hey Beth,

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- **AOC Network Connection Agreement:** In this agreement, the IT Department and AOC are formally agreeing to let each other know of a cyber-security attack or breach within 3 hours. The agreement has been in place for some time but the latest version addresses liability and confidentiality which is why it is being brought before the Board. As far as the notification we are agreeing to, this is simply best practice in a cyber-security incident as our 2 networks are connected to each other.
- **Renewal of Maintenance Contract with Continuant:** As we transition to our new phone system, we are still reliant on the old one. This contract will provide insurance that if the old phone system were to fail, the vendor would fix or replace it. It's been in place for the past few years but if we complete the transition to the new system prior to the ending of the contract, we can cancel it and avoid the fees that are still remaining for its term.
- **MOU with the AZ National Guard:** This MOU will allow the AZ National Guard Cyber Security division to provide assistance to Apache County, free of charge. There are 2 services they are willing to provide. First, they will help is in the case of an attack or breach. Second, they will perform a vulnerability assessment on our network and overall infrastructure. I see no good reason for us to not take advantage of their offerings.

Please let me know if you have any questions.

Thanks

This email has been scanned by Inbound Shield.

Memorandum of Understanding
Between
The State of Arizona Department of Emergency and Military Affairs-Arizona National Guard
And
The County of _____, Arizona

1. Recitals:

- a. Arizona National Guard Cyber Joint Task Force (hereinafter "AZNG CJTF") is a subpart of the Arizona National Guard, an agency of the State of Arizona and operating pursuant to Title 26 of the Arizona Revised Statutes or Title 32 of the U.S. Code.
- b. The County of _____, Arizona (hereinafter "County") being a political subdivision of the State of Arizona and operating pursuant to Title 11 of the Arizona Revised Statutes.
- c. AZNG CJTF desires to consult and build a partnership with the County and assist the County (subject to a proper request and authorization) pertaining to cyber operations, as outlined in this ("MOU"), which will also benefit the County's cyber operations.
- d. County desires to consult with and build a partnership with AZNG CJTF and is seeking assistance from AZNG CJTF regarding skills, tactics, techniques, and procedures pertaining to cyber operations, as outlined in this Memorandum of Understanding ("MOU"), which also will benefit the AZNG CJTF's cyber operations.
- e. AZNG CJTF conducts training in accordance with Department of Defense Cyber Strategy (2015) and at the direction of the Governor of the State of Arizona.

Based upon the mutual promises contained in this MOU, the Parties hereby agree to be bound as follows:

- 2. Purpose. The purpose of this MOU is to establish policies and procedures under which AZNG CJTF will consult with the County and/or assist the County (subject to a proper request and authorization) with regard to cybersecurity. In furtherance of this purpose, the Parties agree:
 - a. That AZNG CJTF consultation and/or assistance may include multi-agency, federal, state, and local cooperative agencies and law enforcement activities as mutually agreed to from time to time between the Parties or as mandated by State and Federal laws and regulations.
 - b. That the purpose of AZNG CJTF participation in these activities is consultation and/or assistance with the incidental benefit to the training of its personnel.
 - c. That any consultation provided by AZNG CJTF under this MOU other than in response to a request under the Arizona Mutual Aid Compact shall be provided to the County at no cost or reimbursement, unless otherwise agreed to in writing.
 - d. That any consultation provided or received by AZNG CJTF are in furtherance of Department of Defense Cyber Strategy (2015) and the directions of the Governor of the State of Arizona.

3. Scope of Consultation and/or Assistance. County and AZNG CJTF intend to consult, and AZNG CJTF intends to provide assistance to County (subject to a proper request and authorization), as outlined in Exhibit A. The Parties agree that:

a. Additional modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 7 of this MOU.

b. This MOU shall not take effect until all authorized signatories have signed this MOU.

c. County shall not request, and the AZNG CJTF shall not provide, any services not in compliance with all state and federal laws regulating the access to, and utilization of, cyber information.

d. County shall not provide, and the AZNG CJTF shall not request, any services not in compliance with all state and federal laws regulating the access to, and utilization of, cyber information.

e. County hereby grants the AZNG CJTF explicit permission to access all aspects of all of its system including attempts to gain physical access or to conduct deceptive social engineering to obtain certain information if indicated in Exhibit A.

f. The Parties acknowledge that both Parties' records are subject to Arizona public records law. The Parties further agree:

i. Any data collected from the County's system that is not necessary to support the conclusions, findings or items in its final report shall be returned to the County or purged from AZNG CJTF.

ii. AZNG CJTF shall be allowed to maintain any reports, statistical data, outputs of AZNG CJTF procedures and software and other data collected.

iii. County acknowledges that the AZNG CJTF may notify the National Guard Bureau that AZNG CJTF provided consultation and/or assistance to _____, and may provide National Guard Bureau with information regarding the consultation and/or assistance provided by AZNG CJTF to _____.

g. County will provide AZNG CJTF with all system(s) access and all information necessary for the AZNG CJTF to provide assistance as set forth in this MOU. AZNG CJTF agrees to access County's systems solely for the purpose of providing assistance as set forth in this MOU.

h. County shall identify a Point of Contact ("POC"). The POC will coordinate with and support AZNG CJTF during such consultation and/or assistance.

4. AZNG CJTF Proprietary Intellectual Property Methods and Protocols. County understands and acknowledges that the AZNG CJTF may utilize technology, methods and protocols that AZNG CJTF considers sensitive and/or proprietary. County hereby agrees that it shall not maintain or copy any such technology, whether hardware, software or writings to include but not limited to manuals and checklists utilized by the AZNG CJTF, and shall ensure that no such technology shall remain on its systems without the express prior written consent of the AZNG CJTF signed by an authorized agent of AZNG CJTF.

5. Third Party Permissions and Authorizations. In the event that County uses equipment or software owned or operated by third parties, County represents and warrants that it either already has, or will obtain prior to any AZNG CJTF consultation and/or assistance, all licenses, authorizations and permissions from such third

party entities necessary for AZNG CJTF to consult and/or assist County as specified herein and that such consultation and/or assistance is not in conflict with the licenses, authorizations or permissions. Further, in the event that County is connected to any third-party systems, County represents and warrants that all necessary notices have been given and all necessary permissions have been obtained.

6. Term. This MOU shall commence on the date of the last signature herein below, and shall end ten (10) years from such date unless otherwise terminated as set forth in this MOU.

7. Modifications to this MOU. Any amendments or changes to this to this MOU must be in writing and executed by authorized representatives of both Parties.

8. Termination. Either Party may terminate this MOU by giving written notice to the other Party. Early termination will require a minimum of 48 hours-notice, personally delivered or by email. The 48-hour termination notice period will begin upon confirmed receipt of the notice by the non-terminating Party. County shall not cut off access to its system until acknowledgment of such termination has been given by the AZNG CJTF unless County reasonably believes immediate cut-off of access is necessary to maintain the integrity of County systems and ensure no interruption in County operations.

9. Disclaimer of Liability. In no event shall the Arizona National Guard, the AZNG CJTF, or its members, agents, servants, independent contractors or suppliers be liable to County or any third parties affected by the actions undertaken by AZNG CJTF pursuant to this MOU, for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss, arising out of training conducted pursuant to this MOU, or for special, indirect, consequential, incidental, or putative damages however caused, and regardless of the theory of liability. Certain types of claims not arising out of the actions undertaken by AZNG CJTF pursuant to this MOU may be allowed to be made against the Arizona National Guard or the Federal Government (depending on the nature of the duty of the members of the Arizona National Guard) by third parties for common torts while the employees of AZNG CJTF are acting within the scope of their employment as allowed by State and Federal law, such as the Arizona Governmental Tort Claims Act (A.R.S. § 12-820, et seq.) the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), and the National Guard Claims Act (32 U.S.C. § 715, et seq.).

10. Severability. In the event that any provision or section herein is held invalid or unenforceable, the remaining provisions and sections shall remain in full force and effect.

11. No Indemnification. Neither Party shall indemnify or hold harmless the other Party.

12. Funding. Every obligation of the AZNG CJTF under this MOU is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this MOU, this MOU may be terminated by the AZNG CJTF or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the AZNG CJTF or any other agency of the State of Arizona in the event this provision is exercised, and neither the AZNG CJTF nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

13. Conflict of Interest. The requirements of A.R.S. § 38-511 apply to this MOU. Either Party may cancel this MOU, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of that Party is, at any time while this MOU or

any extension is in effect, an employee, agent or consultant of the other Party with respect to the subject matter of this MOU.

14. Governing Law. This MOU shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.

15. Dispute Resolution. The Parties agree to resolve all disputes arising out of or relating to this MOU through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

16. Forum. The forum for any dispute arising out of this MOU shall be the Superior Court in Maricopa County, Arizona.

17. Entire Agreement. This MOU constitutes the entire understanding between the Parties and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this MOU.

18. Rule of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this MOU.

19. Further Actions. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this MOU.

20. Compliance with All Applicable Law. The Parties agree to comply with all federal, state or local laws, rules or regulations applicable to the subject matter of this MOU.

21. Independent Status. The Parties are independent contractors, and nothing contained in this MOU creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors.

22. Execution. This MOU may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute a single instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this MOU may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this MOU.

23. No Third Party Beneficiaries. This MOU will inure exclusively to the benefit of and be binding upon the AZNG CJTF and _____ as the only parties to this MOU, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this MOU, nothing in this MOU confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.

24. Separate Responsibility. Except as expressly provided in this MOU, each Party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other Party and the results thereof. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this MOU, which claim relates to the subject matter of this MOU, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.

This Memorandum of Understanding effective on _____ day of _____, 20__.

Arizona National Guard

Signature
Major General Kerry L. Muehlenbeck
The Adjutant General

The County of _____, Arizona

Signature

Name

Title

The County of _____, Arizona

Signature

Name

County Attorney

Beth Bond

From: Steve Kizer <skizer@apachecountyaz.gov>
Sent: Thursday, August 10, 2023 11:31 AM
To: Beth Bond
Subject: IT Agenda Items for the September 5th Meeting

Hey Beth,

I forgot to include a rationale for each agenda item. If you want this in a separate document, please let me know.

- **AOC Network Connection Agreement:** In this agreement, the IT Department and AOC are formally agreeing to let each other know of a cyber-security attack or breach within 3 hours. The agreement has been in place for some time but the latest version addresses liability and confidentiality which is why it is being brought before the Board. As far as the notification we are agreeing to, this is simply best practice in a cyber-security incident as our 2 networks are connected to each other.
- **Renewal of Maintenance Contract with Continuant:** As we transition to our new phone system, we are still reliant on the old one. This contract will provide insurance that if the old phone system were to fail, the vendor would fix or replace it. It's been in place for the past few years but if we complete the transition to the new system prior to the ending of the contract, we can cancel it and avoid the fees that are still remaining for its term.
- **MOU with the AZ National Guard:** This MOU will allow the AZ National Guard Cyber Security division to provide assistance to Apache County, free of charge. There are 2 services they are willing to provide. First, they will help is in the case of an attack or breach. Second, they will perform a vulnerability assessment on our network and overall infrastructure. I see no good reason for us to not take advantage of their offerings.

Please let me know if you have any questions.

Thanks

This email has been scanned by Inbound Shield.

Network Interconnection Agreement

The signature below indicates agreement to notify one another's listed hotline numbers or contacts within 3 hours of a compromise or suspected compromise on either network connected by the firewall(s). A compromise or suspected compromise could be described as a user account or application asset with access to or a component of the Court application being accessed or used by unauthorized parties or malicious software. Note: the connection could be terminated for the reporting party or other party until the compromise is ruled out or eradicated from the environment. When applicable, the existing security breach policy is also followed.

Neither party shall be liable to the party for damages of any kind, in the event of failure to comply with notification requirements. The remedy for such failure is to disconnect City/County access to the Court network until it is determined that reconnection is appropriate.

Any information related to a compromise or suspected compromise shall be kept confidential to the extent necessary and appropriate, to protect the security of the networks. Generic statements such as "the network is down" or "the network is not working right now" are permissible disclosures as they would also apply to pauses in operations due to routine maintenance.

The AOC Hotline Numbers are 602-452-3111 (primary), 602-452-3616 (secondary), 602-452-3900 (tertiary), 7 AM to 6 PM weekdays only).

This document will remain in effect until replaced with an updated version. It will be updated whenever a change occurs in signatory personnel and will be reviewed at least annually for continued accuracy.

Approval

**Arizona Supreme Court
Administrative Office of the Courts
Information Technology Division**

Chief Information Officer

Karl Heckart

kheckart@courts.az.gov / 602-452-3350


Signature

Karl Heckart
(Print Name)

7/24/2023
Date

AJIN Network Manager

Rod Franklin

rfranklin@courts.az.gov / 602-452-3394

Rod Franklin
Signature

Rod Franklin
(Print Name)

7/24/2023
Date

Local Site Name:

Firewall Location:

Responsible Network Administrator/Manager

Todd Gardner

tgardner@apachecountyaz.gov / 928-337-7508

Signature

(Print Name)

Date

County/City IT Director/Manager

Steve Kizer

skizer@apachecountyaz.gov / 928-337-7616

Signature

(Print Name)

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Sheriff's Office

Date/Signature: 

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

Discussion and possible approval to create a Detective position (Range 54). This position will be paid with grant funds and will not increase the FY24 budget.

BOS Meeting Date Requested: September 5, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: grant funded position

Signature 

Other Review: _____

Signature _____

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

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

Submitter's Name: Apache County Sheriff's Office

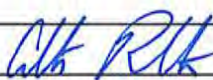
Date/Signature: _____ 

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval to accept a grant from the Arizona State Treasurer's Office in the amount of
\$25,000 per the 2023 Senate Bill 1720 – County Sheriff Search and Rescue-Related Equipment
Reimbursement to enhance the Sheriff's search and rescue mission capabilities.

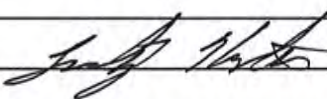
BOS Meeting Date Requested March 5, 2023

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 _____

Procedures for Requesting Reimbursement

The County Sheriffs Offices must submit the following documents to be considered for reimbursement:

1. Office of the Arizona State Treasurer SB1720 Section 116.1 Request for Reimbursement form.
2. State of Arizona Substitute W-9 Request for Taxpayer Identification Number and Certification.
3. An itemized invoice indicating ballot paper purchase including charges and date of purchase.
4. A receipt of the invoice showing charges were paid to the vendor for the purchase.

All documents must be submitted to accountspayable@aztreasury.gov. Properly submitted requests will be processed within 5 business days.

Submissions with incomplete or missing information will be rejected until all information is submitted properly.

Per SB1720 Section 116.1, the State Treasurer’s Office is to distribute a up to a maximum amount. Below is the maximum amount that is allowed to be reimbursed per county based on the law:

	Not more than %	\$	Maximum Distribution Amount
1 County Sheriffs for search and rescue-related equipment			2,500,000
a Cochise County	18.00%	\$	450,000
b Coconino County	21.00%	\$	525,000
c Gila County	2.50%	\$	\$2,500
d Graham County	0.50%	\$	12,500
e Mohave County	21.00%	\$	525,000
f Navajo County	11.50%	\$	287,500
g Pinal County	21.00%	\$	525,000
h Yavapai County	13.50%	\$	337,500
i Apache, Mohave, Pinal, Maricopa, Pima, Salt Lake and Pinal Counties in alphabetical order based on highest bills	1.00%	\$	25,000

Office of the Arizona State Treasurer Use Only

Approved:

Approved By _____

Date _____

Rejected:

Reason: _____

Roscoe Herrera

From: Timothy Hinton <thinton@apachecountyaz.gov>
Sent: Monday, July 17, 2023 5:05 PM
To: Roscoe Herrera
Subject: FW: 2023 SB1720 - County Sheriff Search and Rescue-Related Equipment Reimbursement
Attachments: SB1720 Sec. 116.1 Reimbursement Request Form.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

From: Jenny Lim <JennyL@aztreasury.gov>
Sent: Monday, July 17, 2023 4:46 PM
To: Timothy Hinton <thinton@apachecountyaz.gov>; damm@co.apache.az.us; dduchon@cochise.az.gov; kbuonocore@cochise.az.gov; Monica <mmiranda@cochise.az.gov>; jfrisby@cochise.az.gov; smullaney@coconino.az.gov; mspringer@gilacountyaz.gov; mbelling@gilacountyaz.gov; jrodriguez@graham.az.gov; rontiveros@greenlee.az.gov; drapier@greenlee.az.gov; bridget.harper@maricopa.gov; kirstin.chernin@maricopa.gov; cindy.goelz@maricopa.gov; loydco@mohave.gov; jarams@mohave.gov; mournl@mohave.gov; jayson.vowell@navajocountyaz.gov; rebecca.robertson@navajocountyaz.gov; julye.barton-todache@navajocountyaz.gov; meridith.litton@pima.gov; andy.welch@pima.gov; Ellen Moulton <ellen.moulton@pima.gov>; angeline.woods@pinal.gov; jstjohn@santacruzcountyaz.gov; mchavez@santacruzcountyaz.gov; Connie DeKemper <connie.dekemper@yavapaiaz.gov>; catherine.boland@yavapaiaz.gov; gilberto.villegas@yumacountyaz.gov; mspielman@lapazcountyaz.org; jdemers@lapazcountyaz.org
Cc: Distributions <distributions@aztreasury.gov>
Subject: 2023 SB1720 - County Sheriff Search and Rescue-Related Equipment Reimbursement

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

The Arizona State Treasurer's Office is reaching out in regards to 2023 SB1720, Section 116.1, in which our office shall reimburse county sheriffs for search and rescue-related equipment to enhance the sheriff's search and rescue mission capabilities.

[Chapter 0133 - 561R - S Ver of SB1720 \(azleg.gov\)](#)

I have attached a document that contains the procedures for requesting reimbursement; feel free to forward this email to the correct department/division within the county. Please submit completed forms to Distributions@aztreasury.gov.

If you have any questions, please let me know.

Thank you,

Jenny Lim | Manager of Administration & Banking
Office of the State Treasurer Arizona
jennyl@aztreasury.gov | 602-542-7841
1700 W. Washington St. #102 | Phoenix, AZ 85007
Safety - Performance - Accountability



****Confidentiality Notice:** The contents of this email and any message in response to it may be subject to public records in accordance with public records law (ARS 39-121). The subject matters of this email, including any attachments, is for the sole use of the intended addressee(s). If the receiver of this email is not the intended addressee(s), please contact the sender through a reply message and destroy all copies of the original message.**

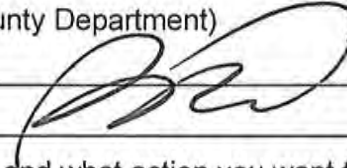
This email has been scanned by Inbound Shield.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

County Manager _____

Date/Signature: _____

8/10/23 

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

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 September 20, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on September 20, 2023, 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 September 21, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested 9/5/23

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

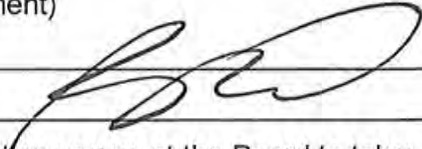
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

AG-001 (10/2015)

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

County Manager _____

Date/Signature: _____

8/28/23 

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

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

BOS Meeting Date Requested 9/5/23

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 _____